



PICKENS COUNTY SCHOOL DISTRICT
100 D.B. Carroll Street
Jasper, GA 30143
(706) 253-1700

REQUEST FOR PROPOSAL

Notice of Design-Build Roofing Replacement (Pickens High School New Gym, Auxiliary Gym and Performing Arts Center and Pickens Junior High School Gym)

REQUEST FOR PROPOSAL #: 2024-003

SERVICE TO BE PROVIDED: Design/Build Roof Replacement Services

DUE DATE: April 19th, 2024

MANDATORY PRE-BID CONFERENCE: April 9th, 2024

MANDATORY PRE-BID CONFERENCE LOCATION: Pickens County School District
Central Office
100 D.B. Carroll Street
Jasper, GA 30143

OPENING LOCATION: Pickens County School District
Central Office
100 D.B. Carroll Street
Jasper, GA 30143

Link to copy of RFP # 2024-003

<https://pickenscountyschools.org/community/bids-and-rfp-s/>

SPECIAL NOTE TO PROPOSERS

Be sure your name, address, telephone number, email address and fax number has been recorded with the School System so you will receive copies of any amendments or additions to these Proposal Specifications.

In addition, all requests for additional information must be made in writing, and emailed to Chris Wallace, Chief of Operations at chriswallace@pickenscountyschools.org. In order to allow all vendors to use the same information, requests for information will not be honored after April 17th, by 3:00 p.m.

PROPOSALS WILL BE RECEIVED AT: Pickens County School District
Central Office
100 DB Carroll St.
Jasper, GA 30143

Proposals for the material or services specified will be received by the **Pickens County School District**, at the above specified location, until the time and date cited.

All other information contained in the proposal shall remain confidential until award is made. If you need directions to the Central Office, please call 706-253-1700.

Sealed proposals shall be in the actual possession of the Pickens County School District, at the location indicated, on or prior to the exact time and date indicated above. Late proposals may not be considered.

Proposals must be submitted with the firm's name and address clearly indicated on the envelope including the following statement:

Design-Build Roofing Replacement (Pickens High School New Gym, Auxiliary Gym and Performing Arts Center and Pickens Junior High School Gym)
RFP# 2024-003.

All proposals must be written legibly in ink or typewritten. Additional instructions for preparing the proposal are provided herein.

Bidders are strongly encouraged to carefully read the entire Request for Proposal, instructions, and the terms and conditions on the attached sheets. Failure to adhere to these terms and conditions may result in rejection of bid.

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INTRODUCTION

Pickens County Schools has issued this Request for Proposal; hereafter referred to as “RFP”, except where noted for clarity, for the purpose and intent of obtaining bid responses from licensed, qualified firms to complete roof removal and replacement of the Main Gym, Auxiliary Gym, Performing Arts Center Roofs at Pickens High School at 500 Dragon Drive - Jasper, GA 30143. Additionally, this RFP includes a replacement or re-coating of the gym roof at Pickens Junior High School at 1802 Refuge Road – Jasper, GA 30143.

Pickens County Schools reserves the right to waive technicalities, to accept or reject all proposals and to waive any irregularity in proposals received, to award the entire bid to one bidder or to multiple bidders or to make awards by group or location, whichever is in the best interest of Pickens County School District; hereafter referred to as “PCSD”, except where noted for clarity.

The Pickens County School District is an equal opportunity employer.

All questions concerning this RFP should be directed to Chris Wallace, Chief Operations Officer, Pickens County School District. All inquiries must be in writing and emailed to chriswallace@pickenscountyschools.org.

The purpose of this RFP is to solicit proposals from Design/Build Firms to provide professional design/build services for roof replacement at Pickens High School (Main Gym, Auxiliary Gym and the Performing Arts Center). Final documents will become the property of PCSD. The Design/Build Firm is responsible for the successful, timely, and economical completion of the construction project identified in this RFP. The scope of work for the RFP includes full professional Design and Construction services for the complete design and construction roof replacement of the Main Gym, Auxiliary Gym and Performing Arts Center at Pickens High School, located at 500 Dragon Drive, Jasper, GA 30143, and the gym at Pickens Junior High School, located at 1802 Refuge Road, Jasper, GA 30143 as specified per the Owner’s Criteria for design and construction, the Preliminary Program Narrative, and the Contract Documents. The Design/Build Firm shall review the entire existing facility and site to determine if there are code issues related to the scope that need to be addressed other than those listed in the scope of services.

MINIMUM QUALIFICATIONS

- Each bidder should provide evidence of a current, valid Georgia Business License with each bid submittal. A photocopy of your business license is acceptable.
- Bidders shall also submit the completed “Georgia Security and Immigration Compliance Act OCGA 13-10-90” document upon award.
 - Each bidder shall provide evidence of a current liability policy, with sufficient coverage terms, as further specified herein.
 - Each bidder shall provide evidence of a current Georgia State Contractor’s License

CALENDAR OF EVENTS

<u>ACTION</u>	<u>DATE/DEADLINE</u>
Announcement/Issuance of RFP	March 25 th , 2024
Mandatory Pre-Bid Conference	April 9 th , 2024 @ 10:00 a.m.
Bid submission deadline	April 19 th , 2024 @ 1:00 p.m.
Bid Opening/Evaluation Period	April 22 nd – 26 th , 2024
Recommendation to BOE (Tentative)	May 9 th , 2024
Notice to Proceed (Tentative)	May 10 th , 2024

INSTRUCTIONS

1. All proposals must be either typewritten or filled in with pen and must be signed in ink by an officer or employee having authority to bind the company or firm. The signatory of the bid must initial corrections or changes on any document. Bidders will not be allowed to modify their proposals after the designated closing date and time.
2. Bidders should provide all the information required on all forms and shall sign the Standard Terms and Conditions.
3. The bid submitted by the vendor in response to this solicitation shall constitute an offer which shall remain open for acceptance by Pickens County Schools for a period of 30 days from the date of opening.

4. Sealed proposals shall be in the actual possession of the Pickens County School District, at the location indicated, on or prior to the exact time and date indicated above. Late proposals may not be considered. Proposals must be submitted with the Firm's name and address clearly indicated on the envelope or within the email including the following statement: **Design/Build Roofing Replacement (Pickens High School New Gym, Auxiliary Gym and Performing Arts Center and Pickens Junior High School Gym)**
5. Bid responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, may be treated as non-responsive and may not be considered for award.
6. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
7. Any reference to quantities or dollar amounts is provided as an estimate only and shall not serve to obligate PCSD to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount the bidders are required to furnish.
8. Proposals containing provisions for late, or interest charges will not be considered.
9. Prepayment and/or progress payment requirements contained in responses will be treated as non-responsive and will not be considered.
10. PCSD reserves the right to amend this RFP prior to the due date.
11. Any contract awarded pursuant to this RFP will be awarded pursuant to the Selection Criteria, as further defined herein. PCSD considers each bidders responsiveness and responsibilities to this RFP to be critical to PCSD's ability to determine each bidder's worthiness in consideration of the Selection Criteria.
12. Purchases of the Pickens County School District are not subject to sales taxes. Tax exempt certificates will be furnished upon request.

STANDARD TERMS AND CONDITIONS

1. The awarded vendor is required to provide PCSD with schedules for work at the designated school location two weeks prior to beginning of the actual work or contract term. The awarded vendor must be willing to meet with PCSD personnel to ensure that the school locations can be serviced at the times specified.
2. The awarded vendor is required to notify the designated PCSD contact, Chris Wallace, Chief of Operations, at chriswallace@pickenscountyschools.org or (706)253-1700 one week in advance of any days that the services will not be performed, for any reason..

3. The awarded vendor is required to notify the designated PCSD contact, Chris Wallace, Chief of Operations, at chriswallace@pickenscountyschools.org or (706)253-1700 by 9:00 a.m. of any service that is delayed or not operating on a scheduled service day.
4. The awarded vendor must perform research of missing and disputed items at no charge. This research must be completed within 24 hours of request. If the 24-hour deadline cannot be met, the vendor must inform the designated PCSD contact of the reason for the delay and an expected time that the information will be received.
5. All services must be provided in a good and workmanlike manner.
6. All proposals submitted shall be in accordance with the terms of this Pickens County School District RFP and the laws of the State of Georgia.
7. Successful bidders shall be required to supply an original invoice, and to reference all invoices to the proper authorization order number. No invoice will be processed for payment until all contractual obligations have been met.
8. All invoices and/or financial correspondence shall be directed to PCSD contact, Chris Wallace, Chief of Operations, at chriswallace@pickenscountyschools.org or (706)253-1700.
9. Invoices must be for the actual work completed. The invoice must itemize the location and dates of service.
10. PROOF OF INSURANCE - The successful bidder shall supply to PCSD proof of insurance for automobile, workers' compensation, and general liability coverage(s). Contractor must maintain insurance coverage for the duration of the contract with PCSD, including all renewals. Contractor shall furnish to PCSD a certificate of liability insurance evidencing required coverage, naming the Pickens County School District, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be canceled without ten days advance written notice to PCSD. Said policies will remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the contractor, whichever will occur later. The awarded vendor must provide the following insurance coverage:
 - a. Commercial General Liability with limits of \$1,000,000 and \$2,000,000 aggregate. Coverage must include products and completed operations with reporting of claims on an occurrence basis.
 - b. Commercial Auto Liability with limits of at least \$1,000,000 CSL (Combined Single Limit) or \$500,000/\$1,000,000/\$500,000.
 - c. Umbrella Coverage in excess of GL and Auto of at least \$2,000,000.
 - d. Statutory Workers' Compensation.
 - e. Employer's Liability of at least \$100,000/\$500,000/\$100,000.
 - f. Pickens County Schools must be named as an additional insured on all applicable policies. The insurance carriers should be licensed to do business in the State of

Georgia and carry an AM Best rating of A- or higher.

- g. Proof of insurance is not required with submission of bid but must be made available upon request including during the evaluation process. PCSD will require proof of insurance before issuance of Award Letter/Contract.

11. Supplier hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless members of the Pickens County Board of Education (BOE), PCSD and its officers, agents and employees (hereinafter collectively referred to as "Indemnities"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this contract, due to any act or omission on the part of Supplier, its agents, employees, subcontractors, or others working at the direction of Supplier or on its behalf; or due to any breach of this contract by Supplier; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by Supplier, its agents, employees, subcontractors, or others working at the direction of Supplier or on its behalf.

- a. As permitted by Georgia law, this indemnification shall apply notwithstanding the fact that the Indemnities may be partially responsible for the situation giving rise to the claim. This indemnification shall apply notwithstanding the fact that a claim results in a monetary obligation that exceeds any contractual commitment. This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of Indemnities.
- b. This indemnification extends to the successors and assigns of the Supplier, and this indemnification and release survives the duration of his contract, the termination of this contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Supplier.
- c. Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage
- d. asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

12. If applicable, the successful bidder shall be required to furnish and pay for satisfactory Performance and Payment Bond(s) in the amount of 100% of the contract amount. These bonds are to be executed by a surety company licensed to do business in the State of Georgia.

13. This project will be awarded subject to the PCSD's availability of funds.

14. PCSD reserves the right in its sole and complete discretion to reject any or all proposals and to waive technicalities and informalities. PCSD anticipates that the contract will be awarded to the bidder whose bid response meets the requirements and criteria set forth in this RFP. In judging the bidder, PCSD will consider, but is not limited to consideration of the following:

- a. Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any State or Federal agency, department, or authority.
- b. Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract.

- c. Whether the bidder or its principals have been subject to adverse court-ordered judgments resulting from lawsuits regarding the quality and/or workmanship of the bidder's performance, or with regards to the bidder's performance of contract(s).
 - d. Whether the bidder or its principals have a history of litigation with entities with whom the bidder has been awarded RFP's.
15. PCSD reserves the right to award these services in any way economically feasible or in the best interest for matching purposes.
 16. PCSD reserves the right to request clarification of information submitted and to request additional information of one or more proposers.
 17. PCSD reserves the right to require a financial statement and/or Dun and Bradstreet rating from any supplier(s) who submits a proposal. The supplier(s) must submit a current financial statement and/or Dun and Bradstreet rating within 48 hours after notification of such requirement.
 18. PCSD reserves the right to (i) reject any and all proposals in their entirety, for any reason, (ii) award the contract to the most qualified applicant as determined solely by PCSD at its discretion and/or (iii) if the selected bidder does not execute a contract within 30 days after the award of the bid, or such lesser time as PCSD may prescribe, PCSD reserves the right to award the contract to another bidder and recover any damages to which it may be legally entitled from the initially selected bidder.
 19. The acceptance of a bid may be subject to the execution of a definitive agreement between the parties. Any agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by PCSD and shall contain, at a minimum, applicable provisions of this RFP. PCSD reserves the right to reject any vendor-proposed agreement that does not conform to this RFP and to any PCSD requirements for agreements and contracts.
 20. PCSD assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of a bid.
 21. All proposals submitted become the property of PCSD. The bidder is hereby on notice that without regard to any designation made by the person or entity making a submission hereunder, PCSD considers that all information submitted in response to this RFP to be a public record that may be disclosed under property request pursuant to the Georgia Open Records Act, codified at O.C.G.A. §50-18-70, et. seq.
 22. PCSD standard terms for payment will be Net 30 days from the date of delivery of goods or services, or date of receipt of correct invoice, whichever is later. All payments will be made in accordance with PCSD's policies and procedures. PCSD does not pay interest, late fees or attorneys' fees.

23. DEBARRED, SUSPENDED, AND INELIGIBLE STATUS. Supplier certifies that the supplier and/or any of its subcontractors (if applicable) have not been debarred, suspended, or declared ineligible by an agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Supplier will immediately notify PCSD in writing if supplier is debarred by the State of Georgia or placed on a Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. C.F.R. Section 180.300 requires that when PCSD enters into a covered transaction with an entity at a lower tier, the School District must verify that the entity is not suspended, debarred or otherwise excluded. "Covered transactions" include those procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000. Furthermore, grantees and sub-grantees must not make any award or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded. By signing this contract, you are affirming that neither you, the Supplier, nor any principal of the Supplier are at the date of your signature suspended, debarred, or otherwise excluded.
24. NON-COLLUSION. The supplier, by affixing its signature to this solicitation, certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The supplier understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.
25. OBLIGATION TO MAINTAIN CONFIDENTIALITY. Supplier acknowledges that some material and information which may come into its possession or knowledge in connection with the RFP, or the performance hereof, may consist of confidential and private information of PCSD, its students, or employees, the disclosure of which to or use by third parties may be damaging or in violation of applicable law. Supplier therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this contract, and not to release or disclose any information to any other party except as may be required by law. Supplier hereby expressly agrees to immediately remove any subcontractor or any of Supplier's employees from performing any work in connection with this contract upon PCSD giving notice to Supplier that PCSD reasonably believes such person has failed to meet the confidentiality obligations or standards of this contract. Any employee or subcontractor so removed shall be replaced as provided under the staffing requirements of this contract. Confidential information is educational records, proprietary information, a trade secret, copyrighted material, or documents otherwise not subject to disclosure or use, defined in O.C.G.A. § 50-18-72, O.C.G.A. § 10-1-760, 34 CFR §99.31, 20 U.S.C. §1232 (g), 45 CFR § 741.6(c)(3), 45 CFR §84.14(d) and 20 U.S.C. §§ 1400-1491. Supplier acknowledges that confidential information includes, but is not limited to, employee data, educational records, health records, physician and provider notes, medical bills, claims and other written information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed. Notwithstanding the foregoing, this agreement is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.
26. RECORDS RETENTION - The supplier must retain all books, records and documents in accordance with generally accepted accounting principles and procedures and which

sufficiently and properly document and calculate all charges billed to PCSD throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

27. TERMINATION

- a. PCSD reserves the right to terminate the contractual relationship with Supplier at any time without cause and without penalty on 30 days' written notice to Supplier. PCSD shall pay suppliers for the work performed and substantially completed prior to the date of notice of termination. Supplier shall not be paid for any work performed or incurred after the receipt of the notice of termination, nor for costs incurred by its suppliers. In addition, PCSD may terminate the contract with Supplier in the event Supplier breaches any of its duties and obligations under this contract and Supplier fails to cure such breach within thirty (30) days after receiving notice from PCSD specifying the breach.
- b. The rights and remedies of PCSD as stated above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- c. To terminate the agreement pursuant to O.C.G.A. § 20-2-506, PCSD must give notice to the supplier at least thirty (30) days prior to the end of each calendar year during the term of this Agreement. Further and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling PCSD' obligations hereunder, PCSD may terminate this Agreement by providing thirty (30) days written notice of termination to the supplier. Notice of termination shall include a certification by PCSD of the unavailability or insufficiency of funding, and such certification shall constitute an agreement by PCSD not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the supplier before the earlier of the end of the calendar year following the year in which the notification of such certification is received by the supplier or the date this Agreement expires on its own terms, whichever first occurs. PCSD shall be obligated for payments to the supplier through the date of termination.
- d. The occurrence of any one or more of the following events shall constitute cause for PCSD to declare the Supplier in default of its obligations under the contract:
 - i. The supplier fails to deliver or has delivered nonconforming goods or services or fails to perform, to PCSD' satisfaction, any material requirement of the contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Supplier.
 - ii. PCSD determines that satisfactory performance of the contract is substantially endangered or that a default is likely to occur.
 - iii. The Supplier fails to make substantial and timely progress toward performance of the contract.

- iv. The Supplier becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Supplier terminates or suspends its business; or PCSD reasonably believes that the Supplier has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- v. The Supplier has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract.

28. In accordance with O.C.G.A. 36-91-21(c)(2), PCSD reserves the right to discuss, negotiate, and request revisions of any proposal after submission, prior to an award with proposers reasonably susceptible of being selected for the award of the RFP

29. TERM: RENEWAL OPTIONS - Unless sooner terminated in accordance with Section 28 above, the initial term of this Agreement will be for a period of one (1) year. Thereafter, this Agreement may be renewed by PCSD as provided in Section 1 of the Additional Conditions.

30. NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT PCSD CONSENT - Except as may be specifically permitted by the RFP, Supplier shall not delegate, subcontract, assign or otherwise permit anyone other than Supplier personnel to perform any of the work and/or provide any of the services required of Supplier under this Contract, or assign any of its rights or obligations hereunder, without the prior written consent of PCSD, which consent may be withheld by PCSD in its sole discretion. No subcontract, which Supplier enters with respect to the performance of work and/or provision of services under this Contract, shall in any way relieve Supplier of any responsibility for any performance or obligation required of it by this Contract. Supplier hereby accepts responsibility for ensuring that all subcontractors who perform any of the services under this Contract also comply with the terms and conditions of this Contract; and Supplier expressly agrees to indemnify and hold harmless PCSD from all claims, demands, liabilities, losses, damages, costs and expenses which result from any failure by any such subcontractor to comply with any of the terms and conditions of this Contract. Supplier shall give PCSD immediate notice in writing by registered or certified mail of any claim, action or suit filed against Supplier by any subcontractor, and prompt notice of any claim made against Supplier or any subcontractor, which may result in litigation, related in any way to this Contract. Suppliers must notify PCSD of all subcontractors used to fulfill this contract, including those contracted by their agents (such as delivery services). PCSD reserves the right to require that a subcontractor be removed from the contract.

31. WARRANTIES BY PCSD – No warranty is made or implied by PCSD as to the accuracy of the information contained in the specifications set forth in this RFP. This RFP has been assembled from reasonable information sources available to PCSD at the time of creation. If there are any facts which are known to have been omitted or appear to be erroneously stated, proposers have a duty to report the same to PCSD via e-mail to the PCSD Chief Operations Officer.

32. TAXES - Supplier will timely pay all taxes lawfully imposed upon Supplier with respect to this Contract. PCSD makes no representation whatsoever regarding any tax liability of Supplier, nor regarding any exemption from tax liability related to this Contract. Supplier is on notice that PCSD is exempt from all state sales taxes and federal excise tax. These taxes shall not be invoiced to PCSD, and shall not be included in the proposal.
33. COMPLIANCE WITH LAWS - Supplier shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules, and regulations in connection with its performance under this contract.
34. RELATIONSHIP OF PARTIES - This contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. The Supplier shall be deemed an independent contractor, and the employees and agents of the Supplier shall not be deemed to be the employees or agents of PCSD. PCSD is not responsible for the payment of any taxes, insurance, or benefits on behalf of the firm's employees.
35. SEVERABILITY - Any section, subsection, paragraph, term, condition, provision, or other part of this contract which is held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not void any other section, subsection, paragraph, term, condition, provision or part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any section, subsection, paragraph, term, condition, provision, or other term of this Contract shall not affect any other section, subsection, paragraph, term, condition, provision or part of the contract, and the remainder of this contract shall continue to be of full force and effect.
36. WAIVERS - The failure of either party to assert any claim or right against the other party regarding its obligations hereunder, in any one or more instances, shall not constitute a waiver of such claim or right with respect to future performance of such obligations and other obligations under this contract.
37. AMENDMENTS IN WRITING - No amendment of any term or condition contained in this contract, including the RFP and Supplier's Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive, or order made or given by any official, employee or agent of PCSD, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Supplier shall not be entitled to rely on any such representation, request, instruction, directive, or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive, or order.

38. PARTIES BOUND - This contract shall be binding on and inure to the benefit of the parties to this contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
39. OBJECTIONS/PROTESTS – All protests disputing a proposal award must be submitted in writing to the PCSD Chief Operations Officer within five (5) calendar days of the proposal award. Any protest received thereafter shall not be considered. PCSD shall only consider protests from bidders who submitted a timely proposal for this RFP, or from any bidder that was prevented from doing so by an alleged irregularity. For any such filed protest, the protestor shall include all matters the protester wishes PCSD to consider in deciding the protest outcome.

ADDITIONAL SPECIAL CONDITIONS

1. LIABILITY INSURANCE - Within three (3) working days of notification of award, the awarded vendor must provide insurance coverage for a minimum of \$1 Million for single liability (CSL – Combined Single Limit). Statutory Workers' Compensation must also be provided. The vendor awarded the contract should mail or fax the Certificate of Insurance to the Operations Department. The vendor shall sign any release necessary to allow PCSD to communicate with the vendor's insurance carrier to confirm active coverage at any time during the vendor's performance of the contract.
2. LIQUIDATED DAMAGES – If the Contractor fails to perform the services in accordance with the specifications in the contract and fails to respond telephonically within three (3) hours of notification of unsatisfactory work to correct the problem, PCSD reserves the right to claim reimbursement or damages. Liquidated damages are intended to compensate PCSD for failure of the Contractor to perform services in accordance with contract specifications; this is not a punishment.
3. DAMAGE, THEFT, ILLEGAL OR INAPPROPRIATE CONDUCT – The Contractor shall be responsible for repairing or replacing, to the satisfaction of PCSD owner's representative, any damage caused by any willful or negligent act of its employees. The Contractor is also liable for any theft proven to be either committed by its employees or made possible by willful or negligent action of its employees. The Contract must reimburse any costs incurred by Pickens County School District due to illegal or inappropriate conduct by the Contractor's employees. Replacement Cost of items missing or damaged, due to an employee's conduct.
4. SUBCONTRACTING – The Contractor shall perform all the actual work with its own workforce, unless otherwise approved by the Chief Operations Officer. In the event a subcontractor is used, all such subcontractors shall be bound by all requirements and specifications as stated and required by this RFP. For any subcontractors expected to be used for this RFP, the following disclosures must be included with this proposal, to wit: list of names of all subcontractors, all services subcontractor will perform, all subcontractors must register with PCSD, and the insurance coverage

maintained by or on behalf of each subcontractor. PCSD reserves the right to reject the use of any subcontractors for services.5. SUPERVISION OF SUBCONTRACTORS AND AGENTS: When assembly, installation, and/or setup are specified within the RFP, the awarded bidder shall have a representative present at the time of delivery to oversee the particular assembly, installation, and/or setup.

6. DRUG FREE WORKPLACE - All forms of tobacco products, alcohol, and drugs are prohibited on District property.
7. INSPECTION OF WORK: The proposer shall assume the responsibility of furnishing all products, services, labor, and materials for all work in accordance with the specifications of this RFP, as well as in contemplation of the best practices accepted by industry standards. Any inspection of the work by PCSD shall in no way affect the responsibility and undertaking of the bidder; nor shall the failure of any of the foregoing to discover or to bring to the attention of the bidder the existence of any work or materials not in accordance with said documents in any way affect such obligation of the proposer of the rights and remedies of PCSD.
8. CHANGE ORDERS: It is the bidder's responsibility to notify and obtain the approval, in advance, and in writing by PCSD, of any substitution or changes made to products/services made by the bidder after the award is made. Any such change order shall include the products/services to be changes, the explanation for the changes, and if a product change, the name, model number, and costs of the particular product at issue. PCSD reserves the right to grant, or reject, any such change order.
9. BACKGROUND CHECKS: The bidder shall perform state and national background checks on any employees, agents, and subcontractors who will be working on PCSD's property, and may come within proximity of children on such property. The bidder agrees to exclude any employee, agent, or subcontractor from PCSD property that has been charged with a crime of moral turpitude, to include any crime of sexual deviancy or cruelty to children, or has been placed on any state or federal sexual offender registry. Bidders shall execute a statement of compliance with this provision.

PROJECT INFORMATION

Preliminary scope to include:

Design/Build Roofing Replacement (Pickens High School Main Gym, Auxiliary Gym, and PAC and Pickens Junior High Gym)

- Work is anticipated to begin in Spring 2024.
- Questions about the anticipated scope of work and schedule should be directed to Chris Wallace (chriswallace@pickenscountyschools.org).
- Site visits to examine existing conditions are encouraged. Contact Chris Wallace (chriswallace@pickenscountyschools.org) to schedule. Proposers visiting PCSD properties are required to sign in at the main office of the respective school.

SCOPE AND STYLE OF SERVICES TO BE PERFORMED

This project will be approached in multiple phases and includes:

- Removal of existing standing seam metal roof on the Main Gym, Auxiliary Gym and Performing Arts Center at Pickens High School.
- Replace existing roofs of the Main Gym (approx. 18,500 sf), Auxiliary Gym (approx. 6,600 sf) and Performing Arts Center (approx. 7,000 sf) at Pickens High School with TPO, PVC or comparable.
- Re-coat existing roof at the Pickens Junior High School Gym (approx. 27,000 sf) with Acrylic, Silicone or comparable coating.

In issuing the Request for Proposal, it is the intent of the PCSD that the successful contractor will provide the required services for a fixed fee. It is further the intent of the PCSD that the successful contractor will provide a dollar figure bid for the cost of the construction of the project to include a Guaranteed Delivery Date (GDD). PCSD also intends that the successful contractor accept the following stipulations:

1. Provide Performance and Material and Labor Payment Bonds in the amount of 100% of the GMP.
2. Individual Trade Contracts will be between the CM/C and the Trade Contractors, subject to PCSD approval.
3. The CM/C will not perform any portion of the project with its own forces except as may be mutually agreed to by the owner and the CM/C.
4. The CM/C will be "at risk" in the proposed undertaking and will be responsible for completing the project within the GMP.
5. Should the final cost of the project be less than the GMP, all savings shall belong to PCSD.
6. An agreed percentage of pay applications will be held in retention.
7. The PCSD shall have the authority to suspend or terminate performance of the project.
8. Construction Manager will share with the PCSD the calculations and assumptions on which the CM/C's proposed GMP is based and provided to PCSD any information requested by PCSD in a timely manner or according to a schedule developed by the parties.

LIST OF REPRESENTATIVE SERVICES TO BE PROVIDED

Project Planning

The contractor is expected to work with the owner to plan the project to include:

1. Reviewing ideas and suggestions offered by the owner with regard to feasibility or constructability.
2. Evaluate designs with respect to constructability issues.
3. Evaluate value-engineering opportunities.
4. Provide preliminary budgets to the owner at agreed upon design milestones.
5. Provide input on the overall project schedule (design and construction) to the owner and architect.

Bidding and Awarding Phase

1. Arrange bid packages.
2. Develop requirements to assure time, cost, and quality control during construction.
3. Provide a provisional construction schedule for issuance with the bid package.
4. Identify bidders and generate bidder interest.
5. Schedule and conduct pre-bid conferences in conjunction with the architect and representatives from the PCSD.
6. Advertise and distribute bidding documents in accordance with applicable federal and state laws, rules and regulations.
7. Monitor bidder activity.
8. Review and analyze bids and recommend awards.
9. Update schedule.

Construction Phase

1. Maintain on-site staff for construction management.
2. Establish and maintain coordinating procedures.
3. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.
4. Conduct and record job meetings.
5. Prepare and submit change order documentation for approval of the architect and PCSD.
6. Maintain a system for review and approval of shop drawings.
7. Maintain records and submit reports to the architect and PCSD.
8. Maintain quality control and ensure conformity to contract documents.
9. Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
10. Coordination of post completion activities, including the assembly of guarantees, manuals, and the owner's final acceptance.

SELECTION CRITERIA

The Pickens County School District reserves the right to make its vendor selection based on what it deems to be in the best interest of the school system. The proposal neither obligates the Board of Education of the Pickens County School District to award a contract nor commits the district to pay any cost which might be incurred by any company, entity, or individual in responding to this request.

1. Construction Experience (30 points)

Related Experience: Provide a list of all projects completed in the past (5) years within 100 miles of Pickens County, and specifically identify the four (4) most recently completed construction projects on the list. Identify any projects that are comparable in size, scope and complexity to the project described herein, and that have been completed in a similar timeframe. Provide Owner contact information for all projects listed.

Current Projects: List all major projects with which the firm is currently involved, and identify the firm's role on the project (e.g. contractor, construction manager). Provide Owner contact information for all projects listed.

References: provide responses from at least three (3) references for whom the proposer has performed services. Provide detailed contact information (name, phone number, position, etc.).

2. Fees and Intangibles (30 points)

- Describe your firm's method for ensuring the best value for the Owner's budget.
- Provide a description of all fees and expenses for this project.

3. Project Approach (20 points)

- Provide a brief outline and description of your firm's approach for a program of this nature. Include project specific concerns about the project (budget, schedule, or other factors) and your solutions.
- Provide project specific feedback on the project schedule described, including any suggestions / ideas for accelerating the schedule.
- Describe your firm's policy on Change Orders as related to projects containing pre-construction services.

4. Firm History & Information (20 points)

- Organization: Briefly describe your firm, its officers and executive management. Furnish an organized chart for your firm specifically indicating those who will be involved in this program.
- Bonding Information: Provide the name, address, telephone number and contact for your surety and bonding agent. List your total bonding capacity and the total value of all projects currently under construction.
- Financial Information: Provide information about the company in sufficient detail to allow its financial strength and credit worthiness to be evaluated.

- Claims History: List all litigations, arbitrations, and pre-litigation mediation(s) in which the firm has been involved in the past five (5) years involving claims for more than damages, and indicate the court jurisdiction in which each such claim was adjudicated, the disposition of each such claim, the name of the adversarial party to each such claim, and the nature of the claim.

REQUIRED SUBMITTALS

- Acknowledge receipt of any and all Addenda received during this proposal process via full execution of attached form "Acknowledgement of Addenda".
- All Proposers must comply with requirements of O.C.G.A. 13-10-90, including but not limited to providing an original fully executed affidavit as required by O.C.G.A. 13-10-90(b)(1). A copy of this affidavit shall accompany this RFP.
- All Proposers must comply with O.C.G.A. 36-91-21, including but not limited to an original fully executed affidavit as required by O.C.G.A. 36-91-21(e). A copy of this affidavit shall accompany this RFP.

BIDDER RESPONSE FORM

We propose to provide and deliver all the deliverables and/or services named in the attached RFP for which prices have been set. The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all specifications, terms and conditions contained in the RFP, all of which are made a part hereof. Any exceptions are It is understood and agreed that this bid constitutes an offer, which when accepted in writing by Pickens County School District, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Pickens County School District.

It is understood and agreed that we have read Pickens County School District specifications shown or referenced in the RFP and that this bid is made in accordance with the provisions of such specifications, as set forth herein.. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed all such Pickens County School District Specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specification.

It is understood and agreed that this bid shall be valid and held open for a period of 90 days from the quote submission date.

Bidder Name: _____

Authorized Signature: _____

Date: _____

BID SIGNATURE AND CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, Contractor, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the bid and certify that I am authorized to sign this bid for the proposer. I further certify that the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature: _____ Date: _____

Print/Type Name: _____

Print/Type Company Name: _____

ATTACHMENTS

