

REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER AT RISK

Statesboro STEAM Academy



RFP RESPONSES MUST BE RECEIVED ON OR BEFORE:
August 2, 2023, at 3:00 PM

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REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AT RISK

Statesboro STEAM Academy

1. SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

1.1. GENERAL INFORMATION: Statesboro STEAM Academy (hereinafter “STEAM” or “Owner”) is soliciting proposals (“Proposals”) for selection of a Construction Manager at Risk (“CMR”) firm for the New School Campus (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Proposals.

1.1.1. Each respondent shall submit its response to the Request for Proposals (“RFP”) via email. This RFP provides the information necessary to prepare and submit Proposals including fee proposals and general conditions prices. STEAM will rank the Proposals in the order that they provide the “best value” for STEAM based on the published selection criteria.

1.1.2. If STEAM deems it necessary, a short list of the “most” qualified respondents will be requested to attend an interview with STEAM to confirm their Proposal and answer additional questions. STEAM may choose to interview one, all, or none of the respondents, at its option. STEAM will then rank the remaining “most” qualified respondents in order to identify a “best value”.

1.1.3. The ranking will result in a recommendation by the selection committee to the STEAM Board (hereinafter “BOARD”) of the highest ranked respondent.

1.2. DEFINITIONS AND SPECIAL CONCERNS:

1.2.1. Construction Manager at Risk: A “Construction Manager at Risk” is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repairs of a facility at the contracted price as a general contractor and provides consultation to STEAM regarding construction during and after the design of the facility.

1.2.2. Trade Contractors and Subcontractors: A Construction Manager at Risk shall publicly advertise and solicit either competitive bids or competitive sealed proposals from trade contractors or subcontractors for the performance of all major elements of the work that provides the best value for STEAM, other than the minor work that may be included in general conditions. The Construction Manager at Risk may seek to perform portions of the work itself if the Construction Manager at Risk submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if STEAM determines that the Construction Manager at Risk’s bid proposal provides the best value for STEAM. STEAM’s determination in such matters is final.

1.2.3. Receipt of Bids or Proposals: The selected Construction Manager at Risk and STEAM shall receive and open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. All bids and proposals shall be made public within seven (7) days after the date of final selection and contract award.

1.2.4. Acceptance of Recommendations for Trade Contractors and Subcontractors: If the Construction Manager at Risk reviews, evaluates, and recommends to STEAM a bid or proposal from a trade contractor or subcontractor, but STEAM requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, STEAM shall compensate the Construction Manager at Risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk, which has been demonstrated to STEAM’s satisfaction and as required by the Contract, that the Construction Manager at Risk may incur because of STEAM’s requirement that another trade contractor or subcontractor bid or proposal be accepted.

1.3. OWNER’S OBJECTIVES: STEAM is planning the construction of a new school building. This facility will be located at the corner of East Main Street and Veterans Memorial Parkway.

1.3.1. STEAM engaged Valor Investments, LLC (VALOR) as Program Manager in August 2022 and a facility master plan was recently completed which will be used to drive the design of the new facility. VALOR will serve as the Owner’s Representative on this project.

- 1.3.2. STEAM desires to construct an approximately 35,000 square foot building that will house STEAM'S administration offices, classrooms, and extra-curricular facility, and flex space.
- 1.3.3. The scope of work for these Projects will be priced and presented to the STEAM Board for approval with the Guaranteed Maximum Price Proposal. The scope of work is further defined in Section 4.2 of this RFP.
- 1.3.4. The entirety of this project is funded. The selected CMR will be required to maintain books and records for this project.
- 1.4. TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of a Standard Construction Management at Risk Agreement.
- 1.5. CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by STEAM as an addendum. All such addenda issued by STEAM before the Proposals are due as part of the RFP, and respondents shall acknowledge receipt of and incorporate each addendum in its Proposal.
- 1.5.1. Respondents shall consider only those clarifications and interpretations that STEAM issues by addenda two (2) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on STEAM and should not be relied on in preparing Proposals.
- 1.6. SUBMISSION OF PROPOSALS:
- 1.6.1. DEADLINE AND LOCATION: STEAM will receive Proposals via EMAIL until August 2, 2023 up to 3:00 PM local time. Proposals shall be addressed to: management@vholdings.info
- 1.6.2. Late Proposals will not be considered.
- 1.7. POINT-OF-CONTACT:

Any questions or concerns regarding this Request for Proposals shall be directed to:

Stuart Gregory
Phone: 912.536.5855
Email: management@vholdings.info

STEAM specifically requests that respondents restrict all contact and questions regarding this RFP to the above-named individuals. Respondents are prohibited from directly or indirectly communicating with STEAM Board members and are prohibited from contacting STEAM staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or board member. Any violation will result in immediate disqualification of the respondent from the selection process.

1.8 INQUIRIES AND INTERPRETATIONS: Inquiries regarding this RFP must be in written form only and must be received by 3:00 PM local time on July 19, 2023. Inquiries must be emailed. All inquiries must include contact person, address and email address. Responses to inquiries will be via email to all bidders. Inquiries must be submitted to the contacts identified in Section 1.7.

Responses to inquiries which materially interpret or change this RFP will be issued by addendum which will be posted via email July 21, 2023. All addenda issued by STEAM prior to the Proposals submission deadline shall be considered part of the RFP, and respondents are required to consider and acknowledge receipt of each addendum in their Proposal.

1.9 EVALUATION OF PROPOSAL: The evaluation of the Proposals shall be based on the requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by STEAM. The award will be based on a **Best Value Determination**. All competitive bids or proposals received shall be evaluated based on the best value for the STEAM. Best value shall be determined any relevant criteria specifically listed in the

solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.
- d. The extent to which the goods or services meet STEAM's needs.
- e. Bidder's past relationship with STEAM and its subsidiaries. All vendors shall be evaluated on their past performance and prior dealings with the STEAM to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

1.10 **No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the Board prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a STEAM official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 3:00 pm on the day specified as the deadline for questions. Any communication between responder and the after the deadline for questions will be initiated by the appropriate STEAM official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

1.11 SCHEDULE:

Issue RFP	July 6, 2023
Written Inquiries must be received by	July 19, 2023
Responses to inquiries by	July 21, 2023
Proposals Due	August 2, 2023
Board Presentation of Contract	September 2, 2023

1.12 OWNER'S RESERVATION OF RIGHTS: STEAM may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. STEAM reserves the right to divide the Project into multiple parts, and to reject any and all Proposals and temporarily or permanently abandon the Project. STEAM makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.13 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by STEAM.

1.14 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP shall be at the sole risk and responsibility of the respondent.

- 1.15 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed formal business organizations may submit a Proposal, unless the respondent expressly states in writing in the Proposal that, if awarded a contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Project. Any informal associations will be disqualified. This does not preclude a respondent from engaging consultants by contract. STEAM will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Georgia.

SECTION 2 – REQUIREMENTS FOR PROPOSAL

Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 2 formatted as directed in Section 3. Incomplete responses will be considered non-responsive.

The criteria for evaluation of Proposals will be based on the factors summarized below.

2.1	Respondent’s Demonstrated Capability and Financial Resources to Perform the Work within the Time and Budget Projected	10%
2.2	Respondent’s Project Organization Chart for this Project	7%
2.3	Respondent’s Estimating and Cost Control Measures for this Project	15%
2.4	Respondent’s Scheduling for this Project	4%
2.5	Respondent’s Quality Control and Commissioning Program for this Project	6%
2.6	Respondent’s Demonstrated Past Performance on Similar Projects	18%
2.7	Respondent’s Warranty Program for this Project	12%
2.8	Respondent’s Jobsite Safety Program for this Project	8%
2.9	Respondent’s Pricing and Delivery Program	20%
Total		100%

2.1 **CRITERIA ONE: RESPONDENT’S DEMONSTRATED CAPABILITY AND FINANCIAL RESOURCES TO PERFORM THE WORK WITHIN THE TIME AND BUDGET PROJECTED**

- 2.1.1 Each respondent shall provide the legal name of the company and address of the office that would be providing the service.
- 2.1.2 Each respondent shall provide a copy of your company's financial statements for the past three (3) years.
- 2.1.3 Each respondent shall provide copies of Dunn and Bradstreet reports, bank and supplier credit references, or other documentation sufficient to demonstrate its financial capability to deliver this project.
- 2.1.4 Is your company currently for sale or involved in any transaction to expand or to become

acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

2.1.5 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with STEAM.

2.1.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

2.1.7 Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any STEAM employee? If yes, please explain.

2.2 CRITERIA TWO: RESPONDENT'S PROJECT ORGANIZATION CHART FOR THIS PROJECT.

2.2.1. Provide an organizational chart confirming in graphic form the proposed Project assignments, lines of authority and communication for each member involved in this Project.

2.3 CRITERIA THREE: RESPONDENT'S ESTIMATING AND COST CONTROL MEASURES FOR THIS PROJECT

2.3.1. Describe your project estimating system for developing the Guaranteed Maximum Price ("GMP") Proposal and how you will monitor and track these costs during the procurement and payment process, including contingencies you will propose in the GMP, and how these contingencies will be managed through the completion of the Project.

2.4 CRITERIA FOUR: RESPONDENT'S SCHEDULING FOR THIS PROJECT

2.4.1 Provide a critical path method ("CPM") milestone schedule for this Project including material and equipment ordering; staging; protection of STEAM property and operations; demolition; and construction and installation. Identify specific critical processes, phases, milestones, approvals, and procurements anticipated. How does this project compare to or improve the anticipated schedule provided in this RFP?

NOTE: If the schedule includes work after hours or during the weekends for critical services, reference this time in the schedule and account for any additional overtime fees in Section 2.9.

2.5 CRITERIA FIVE: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT

2.5.1 Describe how your quality control team will measure the quality of construction and commissioning performed by trade contractors on this Project, and how will you address non-conforming work.

2.6 CRITERIA SIX: RESPONDENT'S DEMONSTRATED PAST PERFORMANCE ON SIMILAR PROJECTS

2.6.1 Each respondent shall provide a list with a maximum of three (3) projects for which your firm has provided or is providing Construction Manager at Risk services which are most related to STEAM and municipal government projects.

2.6.2 For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s), and the name(s) and telephone number(s) of the project architect(s) and engineer(s).

2.6.3 List all previous experience and projects your firm has had with STEAM. Provide the experience or project dates, project delivery method utilized, and a brief description of the experience or project.

2.7 CRITERIA SEVEN: RESPONDENT'S WARRANTY PROGRAM FOR THIS PROJECT

2.7.1 Describe how you will measure the quality of service provided to the Owner for this Project and describe your warranty service support philosophy and warranty service implementation plan for this Project.

2.7.2 Provide reference letters from three (3) owner representatives for previous completed projects that describe your response to and performance on warranty services AFTER substantial completion.

2.8 CRITERIA EIGHT: RESPONDENT'S JOBSITE SAFETY PROGRAM FOR THIS PROJECT

2.8.1 Describe your job site specific safety program for this Project and specific safety policies in which employees must be in compliance, including how your safety program and policies have been implemented in the past on similar projects.

2.8.2 Identify any deaths that have occurred on a project site controlled by your firm, or any subcontractor(s) (at any contractual level), that had a death on your project site? If so, describe how you have revised your program.

2.9 CRITERIA NINE: RESPONDENT'S PRICING AND DELIVERY PROPOSAL

2.9.1 Complete the attached "Pricing and Delivery Proposal" form.

Proposal of: _____
(Respondent's Company Name)

Stuart Gregory
management@vholdings.info
Phone: 912.536.5855

Project Name: Statesboro STEAM Academy,

Having carefully examined all the requirements of this RFP, the proposed form of Agreement with Uniform General Conditions, and any attachments to them, the undersigned proposes to furnish Construction Manager at Risk services as required for this Project on the following terms:

2.9.1 ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

2.9.2 AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by STEAM as the Respondent with the “best value” Proposal, and to commence services on or before the commencement date stated by STEAM in a Notice to Proceed. STEAM reserves the right to accept or reject all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

2.9.3 Respectfully Submitted and Certified By:

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

SECTION 3 – FORMAT OF PROPOSALS

3.1 GENERAL INSTRUCTIONS:

- 3.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of STEAM's needs.
- 3.1.2 Proposals shall be a MAXIMUM OF THIRTY-FIVE (35) DIGITAL PAGES. The cover, table of contents, divider sheets, Pricing and Delivery Proposal, Execution of Offer, and Felony Conviction Notification do not count as printed pages.
- 3.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
- 3.1.4 Proposals and any other information submitted by respondents in response to this RFP shall become the property of STEAM.
- 3.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by STEAM, at its option.
- 3.1.6 STEAM makes no representations of any kind that an award will be made as a result of this RFP. STEAM reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in STEAM's best interest.
- 3.1.7 Respondent's Proposal shall include a cover, table of contents, divider sheets, and responses to each of the criteria identified in Section 2 of the RFP. Proposals shall consist of answers to questions identified in Section 2 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.
- 3.1.8 Each respondent must complete, sign and return the attached Section 5, Execution of Offer, as part of its Proposal. The Execution of Offer must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the Proposal. Failure to sign and return this form will subject a respondent's Proposal to disqualification.
- 3.1.9 Respondents wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section 5). The returned form should indicate the respondent's name and include the words "No-Response" in the right-hand column.
- 3.1.10 Each respondent must complete, sign and return the attached Section 6, Felony Conviction Notification, as part of its Proposal. The Felony Conviction Notification must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the Proposal. Failure to sign and return this form will subject a respondent's Proposal to disqualification.

3.1.11 Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.

3.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:

3.2.1 Proposals shall be digitally created on letter-size (8-1/2" x 11") and assembled in a combined PDF. 11" x 17" digital sized may be used, if it is oriented in the proper landscape view.

3.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Respondent to the questions identified in Section 2 of this RFP will be used by STEAM for evaluation.

3.2.3 Separate and identify each criteria response to Section 2 of this RFP by use of a divider sheet with an integral tab for ready reference. The last tab should contain a completed and executed copy of the Execution of Offer Letter, a completed and executed copy of the Felony Conviction Notification as well as certifications from the firm's insurance and bonding agents.

3.3 TABLE OF CONTENTS:

3.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Proposal.

3.4 PAGINATION:

3.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.) or by section (1-1, 1-2, etc.).

3.5 ELECTRONIC MEDIA:

3.5.1 Only electronic media copy of the presentation in Adobe PDF format via email shall be submitted.

3.6 BONDS AND INSURANCE INSTRUCTIONS:

3.6.1 N/A

3.7 BONDS AND INSURANCE REQUIREMENTS:

3.7.1 The Contractor shall procure and maintain the following types of insurance coverage in at least the following amounts (unless the contract specifies different coverage or amounts).

Workers' Compensation:	Statutory
Comprehensive General Liability:	\$1,000,000.00 each occurrence \$1,000,000.00 in the aggregate
Comprehensive Automobile Liability:	(Any auto, hired auto, non-owned auto)
a) Bodily Injury:	\$1,000,000.00 each person \$1,000,000.00 each occurrence
b) Property Damage:	\$1,000,000.00 each occurrence
Owner's and Contractor's Protective:	\$1,000,000.00
Builder's Risk:	Full value of construction costs
General Liability Umbrella Policy:	\$5,000,000.00 each occurrence

3.7.2 The Contractor must meet the following requirements:

Each policy of insurance shall be issued by one or more insurance companies each of which must have an A.M. Best Company financial and performance rating of A-V or better and be qualified and authorized by the laws of the State of Georgia to assume the risk covered by such policy.

3.7.3 Contractor shall deliver to STEAM:

3.7.3.1 Certificates evidencing the existence of all required insurance promptly after the execution and delivery of the contract; and

3.7.3.2 Replacement certificates at least thirty (30) days prior to the expiration of any required insurance. If the Contractor fails to pay any of the premiums for the insurance, STEAM shall have the right to make the payments and set off the amount thereof against payments owed to the Contractor; and

3.7.3.3 The insurance certificates must name STEAM as an Additional Insured, with the exception of Workers' Compensation, and must provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to STEAM, giving STEAM the right to pay the Premium to maintain coverage; and

3.7.3.4 The insurance certificates must contain a Waiver of Subrogation in favor of the Owner and an additional insured endorsement for General Liability; and

3.7.3.5 The required insurance policies required in this RFP shall be kept in full force and effect for the periods specified below:

3.7.3.5.1 General Liability Insurance, Auto Liability, Builder's Risk, and Owner's and Contractor's Protective shall be kept in force until receipt of final payment by the Contractor; and

3.7.3.5.2 Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed, and accepted by STEAM in writing; and

SECTION 4 – SPECIFICATIONS FOR THE RFP

4.1 **GENERAL:** STEAM requests Proposals from qualified and experienced firms for the Headquarters Building meeting the following minimum specifications stated in this Section.

4.2 **SCOPE OF WORK:**

4.2.1 Included in the scope of work requirements are the following phases:

- 4.2.1.1 Pre-Construction (including, but not limited to project scheduling utilizing Critical Path Method scheduling software and detailed estimating services for each phase of design and any value engineering efforts initiated)
- 4.2.1.2 GMP including presentations to STEAM
- 4.2.1.3 Bidding/Negotiation/Award of Subcontracts
- 4.2.1.4 Permitting, as required
- 4.2.1.5 Construction Administration/Management
- 4.2.1.6 Project Closeout/Commissioning
- 4.2.1.7 Warranty Review

4.2.2 The construction scope of work will generally be:

- 4.2.2.1 All necessary onsite and offsite utilities
- 4.2.2.2 All structural, architectural, electrical, plumbing, construction required by the plans and specifications
- 4.2.2.3 Compliance with all codes, rules and regulations as required by the City of Statesboro and all Authorities Having Jurisdiction

The Contractor shall provide complete and functional systems, including all controls, connections, and other required material and labor while protecting all affected STEAM property.

4.3 **ANTICIPATED PROJECT SCHEDULE:** STEAM's milestone events for the Projects are as follows:

CMR Kick-off Meeting	September 4, 2023
Board Approval of GMP/ Notice to Proceed	September 5, 2023
Mobilization of CMR	October 1, 2023
Substantial Completion	October 1, 2024
Move-in	December 1, 2024
Final Closeout	February 1, 2025

4.4 **CONTRACTOR RESPONSIBILITY:** The Contractor will have the primary responsibility for construction to:

- 4.4.1 Maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract;
- 4.4.2 Assign to STEAM a designated single point of contact representative who will be responsible for the coordination and administration of STEAM's main requirements;

- 4.4.3 The Contractor will submit all design elements for permitting to the City Of Statesboro before commencing construction, and be responsible for all related fees;
 - 4.4.4 The Contractor will submit all necessary submittals to STEAM on the selection and approval of materials, equipment, and component systems used on the project;
 - 4.4.5 Attend meetings with STEAM representatives as required throughout the project;
 - 4.4.6 Provide information and recommendations on building systems, equipment, and construction feasibility; selection and availability of materials and labor; and time requirements for installation and construction;
 - 4.4.7 Implement and maintain a critical path method schedule (“CPM”) schedule, which coordinates and integrates activities, including the construction services, subcontractors and suppliers and STEAM Governing Board Meetings for required approvals;
 - 4.4.8 Provide construction management, administration, quality control, safety and supervision during construction of the project;
 - 4.4.9 Provide all commissioning and Test and Balance reports for all systems provided;
 - 4.4.10 The Contractor shall supply a signed and sealed set of as-built construction documents in both printed and electronic form for the described projects to STEAM at the conclusion of construction; and
 - 4.4.11 The Contractor shall supply product/equipment Operation and Maintenance Manuals for the described projects to STEAM at the conclusion of construction.
- 4.5 BASIS OF COMPENSATION: The Contractor will be required to provide a Guaranteed Maximum Price (“GMP”) proposal as a part of its scope of services. Specifically included in this GMP will be the following:
- 4.5.1 All required permitting from federal, state, county, local and any other applicable governing jurisdictions;
 - 4.5.2 General conditions, overhead expenses and profit;
 - 4.5.3 Construction sub-trade packages;
 - 4.5.4 Construction inspection, quality control and quality assurance;
 - 4.5.5 Construction contingencies / allowances;
 - 4.5.6 Complete field “as-built” documentation and final electronic “record” drawings; and Start-up, commissioning and testing including Test and Balance, and staff training in the use of all systems.

SECTION 5 – EXECUTION OF OFFER STEAM

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

1. By signature hereon, the respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to STEAM representative in connection with the submitted Proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted Proposal or any resulting contracts, and the respondent shall be removed from all vendor lists of STEAM.
3. By signature hereon, a corporate respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Georgia Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Georgia Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at STEAM's option, may result in cancellation of any resulting contract or purchase order.
4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state Georgia Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the Proposal directly or indirectly to any competitor or any other person engaged in such line of business.
5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this Proposal.
7. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of STEAM, or the respondent has not been an employee of STEAM within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to STEAM entering into any contract with the respondent.
8. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.
9. The respondent represents and warrants that all articles and services quoted in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFP.
10. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
11. The respondent acknowledges the following addendum:

Addenda _____ through _____

Complete the following:

FEI No: _____

Charter No: _____

If Sole Owner:

If a Corporation:

SS No: _____

State of Incorporation: _____

Submitted By:

(Company Name)

(Authorized Signature)

(Date)

(Printed Name)

(Printed Title)

Address)

(Street

(County, State, Zip Code)

(Telephone Number)

SECTION 6 – FELONY CONVICTION NOTIFICATION

FELONY CONVICTION NOTICE

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name (Printed):

Authorized Company Official's Name (Printed):

******Sign Only A, B, or C******

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony: Name of felon(s): _____

Details of Conviction(s): _____

Signature of Company Official:

