



City of Commerce

P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Phone: (706) 335-1893
Email: jelrod@commercega.gov

**SUBJECT: Request for Proposal for CONSTRUCTION MANAGER
AT RISK**

The City of Commerce, “Owner”, desires to retain the services of a professional Construction Manager At Risk (CM) firm for the management, under a construction management/contractor at-risk format, for the renovation/conversion of the existing Civic Center into a City Hall and Civic Center facility in Jackson County, Georgia.

Attached hereto are the general conditions, technical specifications, and submittal format:

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by The City of Commerce.

Submittals are to be sealed, marked with the vendor's name and address and labeled: **“RFP 23-001”** and delivered to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Attn: Accounting Manager

Due no later than September 1, 2022, by 2:00 pm local time prevailing. Any proposals received after this time will not be accepted. The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the city.

Inquiries regarding this Request for Proposal (RFP) are encouraged to contact Ms. Kim Ross, GMC Project Administrator by email at kim.ross@gmcnetwork.com.

The City of Commerce does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required to fully participate in any open meeting, program or activity should be directed to City Hall at 706-335-3164.

The written proposal documents supersede any verbal or written prior communications between the parties. All companies submitting a proposal will be notified in writing of award.

We look forward to your bid and appreciate your interest in the City of Commerce

City of Commerce
REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGER AT RISK

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

September 1, 2022, by 2:00 pm local time prevailing

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529

RFP # 23-001

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE
THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE
RESPONSIBILITY OF THE OFFEROR.

**CITY OF COMMERCE, GEORGIA
REQUEST FOR QUALIFICATION
FOR
CONSTRUCTION MANAGER AT RISK**

SECTION I - REQUEST FOR PROPOSAL OVERVIEW

1.0 PURPOSE

The City of Commerce is accepting sealed proposals from qualified firms for CONSTRUCTION MANAGER AT RISK, for the renovation/conversion of the existing Civic Center into a City Hall and Civic Center facility.

1.1 INFORMATION TO VENDORS

RFP TIMETABLE

The anticipated schedule of events for the RFP is as follows:

RFP Available	August 1, 2022
Register for Pre-Proposal Conference	August 10, 2022
Mandatory Pre-Proposal Conference	August 12, 2022 10:00 am, local time
Deadline for questions	August 19, 2022
Submittal deadline	September 1, 2022 2:00 pm, local time
Interview Selection Notification	September 6, 2022
Interviews	September 12 – 16, 2022
Recommendation for City Council Approval	September 19, 2022
Selection by City Council	September 19, 2022

1.2 RFP SUBMISSION:

One (1) original, one (1) copy, and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by submittal deadline (see 1.1). Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number and title to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Attention: James Elrod

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 3:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or

envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 CONTACT PERSON & INQUIRES:

Vendors are encouraged to contact Ms. Kim Ross, GMC Project Administrator by email at kim.ross@gmcnetwork.com to clarify any part of the SCOPE or purpose of this RFP. For questions pertaining to submittal requirements, please contact **James Elrod, City of Commerce Accounting Manager by email at jelrod@commercega.gov**. All questions that arise must be submitted prior to five (5) business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal. Vendors may not contact any elected official or other City of Commerce employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments if deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at www.commercega.org under the “Doing Business Here” tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP information can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner’s requirements

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION OF PROPOSALS

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. ***Submittals received after said time or at any place other than the time and place will not be considered.***

1.7 MIMINUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 60 days from the date specified for receipt of submittals.

1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.9 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 RFP OPENING

RFP proposals will be opened and reviewed by a selected committee. A list of names of firms responding to the RFP may be obtained from Accounting Manager James Elrod, after the RFP due date and time stated herein. Since there are no fee amounts required until the interviews, there will **not** be a public opening. A tally Sheet will be available on the City's website or at adequate request following the deadline.

1.11 TAXES

Selected vendor will be provided with The City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

1.12 VENDOR INFORMATION

All submissions shall include a completed vendor master form and current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.13 INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The vendor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the vendor is a government entity or a self-insured organization, different insurance requirements may apply.

The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their

own Worker's Compensation and Employer's Liability Insurance. A thirty (30) day notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

1.14 TERMINATION

Federal, State, and other Local government agencies may terminate this agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, in every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2 below apply:

1.15.1 During the performance of this contract, the contractor agrees as follows:

- 1.15.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.15.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- 1.15.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 1.15.1.2 The contractor will include the provisions of 1.15.1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b) (1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- 1.16.1 The form must be signed by an authorized officer of the contractor or their authorized agent.
- 1.16.2 The form must be notarized.
- 1.16.3 The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final

contract executed between the City of Commerce and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City of Commerce a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of Proposals please submit the following:

- 1.17.1 One (1) fully executable electronic copy (pdf format) submitted on a flash drive or emailed to jelrod@commercega.gov at the time of deadline (File Name: Commerce City Hall and Civic Center – Firm Name).
- 1.17.2 Two (2) paper versions of the bid. The original shall be clearly marked “original”.
- 1.17.3 The proposals shall include a clear and concise transmittal letter and be prepared with a straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFP.
- 1.17.4 A table of contents with corresponding tabs and page numbers must be included to identify each section.

1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the Bid.

1.19 CITY GOVERNMENT

The City of Commerce operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local government the benefits of training and experience in administering local projects and programs on behalf of the governing body. It is anticipated that the vendor may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

1.20 BONDING

- 1.20.1 A performance, material, and labor bond in the amount equal to 100% of the Guaranteed Maximum Price (GMP) amount will be required upon contract.
- 1.20.2 Individual Trade Contracts will be between the CM and the Trade Contractors, subject to the Owner’s approval.

SECTION II - GENERAL CONDITIONS

2.0 PURPOSE

The City of Commerce is issuing this Request for Proposal (RFP) and accepting sealed proposals from qualified firms for CONSTRUCTION MANAGER AT RISK, for the renovation/conversion of the existing Civic Center into a City Hall and Civic Center facility.

2.1 PROJECT

The project would include renovating the existing Civic Center into a facility that would house both City Hall and Civic Center. City Hall will contain space for City Departments of: Mayor and Council, City Manager, Finance, Environmental, Planning and Zoning, and Administrative Staff. The existing building is 3 stories, and approximate square footage is 50,000.

2.2 BUDGET

Approximate Construction Value is \$8,000,000 - \$9,000,000

2.3 SERVICES

2.3.1 In addition to managing the construction, the CM will provide pre-construction services and work collaboratively with the architect, Goodwyn, Mills, Cawood LLC “GMC” to develop constructability reviews, cost savings alternatives and schedules in relation to this new facility.

2.3.2 To qualify for consideration, a firm must be prepared to provide the expertise, resources, and personnel experience in project planning, cost management, project control, pre-construction and construction techniques, value-engineering analysis, scheduling and quality assurance throughout the planning and construction phases of the project. In addition to these qualifications, each firm should submit a fee proposal at the time of interview in a separate envelope. The fee will be considered after construction firms are ranked based on qualifications.

2.3.3 The services to be performed by the CM will have as their objective the efficient, economical, and timely delivery of the project by managing the construction of the project within the time and cost limitations and within established quality requirements. The services will be performed during the pre-construction phase and construction phase including working with the Owner and GMC in project planning, arrangement of bid packages, bidding and award of the trade contracts, and management of construction until occupancy and final acceptance by Owner is achieved.

2.3.4 The Owner does not desire to enter into “joint venture” agreements with multiple Construction Management firms. In the event two or more firms desire to “joint venture”, it is strongly recommended that one incorporated firm become the Construction Management firm with the remaining firms being consultants.

2.4 PRE-PROPOSAL CONFERENCE

There will be a **Mandatory Pre-Proposal Conference held on August 12, 2022 at 10:00 am**, local time. This will be held on location at 110 State Street, Commerce, Ga 30529. All firms wishing to attend are asked to **register with name of firm and the number of attendees by emailing Accounting Manager James Elrod at jelrod@commercega.gov**.

2.5 PROCEDURES & MISC. ITEMS

2.5.1 All questions shall be submitted in writing (e-mail is acceptable) and will be communicated to all firms responding to this RFP.

2.5.2 All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.

2.5.3 All respondents to this RFP shall hold harmless the City of Commerce, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The City of Commerce also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

2.5.4 Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

2.5.5 By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the State of Georgia.

2.5.6 Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. The contractor shall comply with applicable federal, state, and local laws and regulations.

2.5.7 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3.0 PROJECT SCOPE

In issuing the Request for Proposal, it is the intent of the Owner that the successful CM will provide the required services for a fixed fee. It is further the intent of the Owner that the successful CM will provide a Guaranteed Maximum Price (GMP) for the cost of the construction of the project to include a Guaranteed Delivery Date (GDD). The Owner also intends that the successful CM accept the following stipulations:

- 3.1 The CM 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.
- 3.2 The CM will be "at risk" in the proposed undertaking and will be responsible for completing the project within the GMP and GDD.
- 3.3 Should the final cost of the project be less than the GMP, all savings shall belong to the Owner.
- 3.4 An agreed percentage of pay applications will be held in retention.
- 3.5 The Owner shall have the authority to suspend or terminate performance of the project.
- 3.6 CM will share with the Owner the calculations and assumptions on which the CM's proposed GMP and GDD is based and provide to the Owner any information requested by the Owner in a timely manner or according to a schedule developed by the parties.

4.0 SERICVES TO BE PROVIDED BY THE CM

4.1 **Project Planning** - The CM is expected to work with the Owner to plan the project to include:

- 4.1.1 Reviewing ideas and suggestion offered by the Owner with regard to feasibility or constructability.
- 4.1.2 Evaluate designs with respect to constructability issues.
- 4.1.3 Evaluate value-engineering opportunities.

4.2 Bidding and Awarding Phase

- 4.2.1 Arrange bid packages.
- 4.2.2 Develop requirements to assure time, cost, and quality control during construction.
- 4.2.3 Provide a provisional construction schedule for issuance with the bid package.
- 4.2.4 Identify bidders and generate bidder interest.
- 4.2.5 Schedule and conduct pre-bid conferences in conjunction with GMC and representatives from the Owner.
- 4.2.6 Advertise and distribute bidding documents in accordance with applicable federal and state laws, rules and regulations.
- 4.2.7 Monitor bidder activity.
- 4.2.8 Review and analyze bids and recommend awards.
- 4.2.9 Update schedules.

4.3 Construction Phase

- 4.3.1 Maintain on-site staff for construction management.
- 4.3.2 Establish and maintain coordinating procedures.
- 4.3.3 Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.
- 4.3.4 Conduct and record job meetings.
- 4.3.5 Prepare and submit change order documentation for approval of GMC and the Owner.
- 4.3.6 Maintain a system for review and approval of shop drawings.
- 4.3.7 Maintain records and submit periodic reports to GMC and the Owner.
- 4.3.8 Maintain quality control and ensure conformity to contract documents.
- 4.3.9 Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
- 4.3.10 Coordination of post completion activities, including the assembly of guarantees, manuals, and the Owner's final acceptance.

SECTION THREE – PROPOSAL FORMAT

5.0 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Commerce. Vendors should be sure they have included an **electronic copy** of the response as part

of their proposal. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

5.1 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

The Executive Summary portion of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

- 5.1.1 Each firm will be asked to submit detailed information concerning their experience and abilities, attend a required pre-proposal conference, and, if selected for interview, submit a proposal for fees and overhead costs for the project.

5.2 FIRM HISTORY AND INFORMATION

Vendors must provide the following information about their company so that the Owner can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The Owner, at its option, may require a vendor to provide additional support and/or clarify requested information. The vendor should outline the company's background, including:

- 5.2.1 How Provide brief overview of firm.
- 5.2.2 Provide listing of key employees and their positions.
- 5.2.3 Indicate which employees are being considered for roles on this project.
- 5.2.4 Has the firm been involved in litigation in the past five (5) years? If yes, please list any active or pending litigation and explain.
- 5.2.5 Has the firm ever failed to complete any work awarded or been removed from any project awarded to the firm?
- 5.2.6 List the contact person(s), addresses and phone numbers for your insurance carrier.
- 5.2.7 List the contact person(s), addresses and phone numbers for the firm's bonding company.
- 5.2.8 What is the firm's bonding capacity and how much work is currently bonded?
- 5.2.9 Provide a list of current projects and percent complete.
- 5.2.10 Provide information on the firm's total amount of construction cost completed on a yearly basis over the past five (5) years.

5.3 PROJECT EXPERIENCE

- 5.3.1 Provide examples of your experience as a CM in constructing facilities of similar nature. Provide a minimum of 5 projects and a maximum of 10 projects. Include the following information for each project:
 - 5.3.2 Project Budget
 - 5.3.3 Initial GMP at pre-construction phase
 - 5.3.4 Final Project Cost (reasons for change – if any)
 - 5.3.5 Project Team – please note if team members are proposed for this project
 - 5.3.6 Project Owner Contact or Reference
 - 5.3.7 Project Completion Date

5.4 PROJECT TEAM

- 5.4.1 Provide an organizational chart showing the lines of responsibility and accountability for the project.
- 5.4.2 Describe your firm's proposed organization for the project. Specifically identify the following and include resumes:
 - 5.4.2.1 Project Executive
 - 5.4.2.2 Project Manager
 - 5.4.2.3 Superintendent
 - 5.4.2.4 Cost Estimator
 - 5.4.2.5 Other (if applicable)
- 5.4.3 Please identify the individual who will serve as the primary point of contact for the Owner, GMC and project team; CM shall certify that the teams presented in this RFP shall remain as indicated until project completion.
- 5.4.4 Describe your firm's approach to Quality Assurance.

5.5 PROJECT APPROACH

- 5.5.1 Provide a brief outline and description of your firm's approach for a program of this nature. If selected for an interview, include detailed explanation of the fees and expenses for this project (including reimbursable), as well as any other contingency for which the CM expects to be compensated.
- 5.5.2 Describe your firm's approach to Pre-Construction services.
- 5.5.3 Describe your firm's views on change orders as related to projects containing pre-construction services.
- 5.5.4 Occasionally, subcontractors and suppliers file for bankruptcy during the course of a project. How do you protect the Owner from being adversely affected by this situation?
- 5.5.5 How will your firm ensure the best value for the Owner's budget? Discuss a subcontractor's role in this effort.

5.6 ADDENDA

If revisions become necessary, the City will provide written addenda to all vendors who have received the RFP. Said addenda will be posted on the City's website. **All addenda issued by the City must be so noted on any bids that are submitted to the City.** Vendors shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive bid.

SECTION IV - SELECTION

6.0 FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, the project representative will make a recommendation to the City Council of Commerce. Following approval, the Owner will complete contract negotiations. The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals. Every vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1)**. The form is provided with this RFP.

6.1 EVALUATION METHOD

The Owner will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce.

6.2 SELECTION PROCEDURE

Selection of the CM will be a **qualification**-based process through a written proposal and presentation/interview.

- 6.2.1 Following completion of the initial written proposal evaluations, if deemed necessary by the committee, up to three highest ranked firms best qualified will be granted an opportunity to appear before the Evaluation Committee to make an oral presentation and submit to an interview.
- 6.2.2 Each firm selected for an interview should bring a separate envelop to the interview which contains a fee proposal. The fee will be evaluated after the final ranking of firms based on qualifications.
- 6.2.3 Information on the presentation will be provided to the firms selected.
- 6.2.4 The Owner reserves the right to negotiate, prior to award, adjustments in any and all elements of what proposers submit in their proposals.

6.3 SELECTION CRITERIA

Responses to this RFP will be scored according to the following criteria:

- 6.3.1 Firm History & Information = 20 Points
- 6.3.2 Relevant Project Experience = 30 Points
- 6.3.3 Project Team = 25 points
- 6.3.4 Project Approach = 25 Points

6.4 CONTRACT NEGOTIATION

Upon selection, the Owner will attempt to negotiate a contract based on the CM's fee proposal. The Owner has the right to reject the fee proposal and elect to either negotiate a new fee proposal with the selected firm, or enter negotiations with the next highest ranked firm. The Owner retains the Ownership of and all rights to use all documents produced during the interview process for use in selecting the final firm and completing the project.

Required Forms for Submission

EXECUTION OF PROPOSAL

The potential vendor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation 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 quotation and certify that I am authorized to sign this quotation for the Contractor.

Vendor's Name Business Contact Representative

Address City, State Zip

Phone Email

Typed Name Title

Authorized Signature Date
Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____
Addendum No _____
Addendum No. _____
Addendum No. _____

Authorized Representative/Title (Print or Type) Authorized Representative (Signature) (Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____
Contract No. and Name: _____
Contract Date: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number Date of Authorization

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public [NOTARY SEAL]

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603