



92 North Alexander Street
Toccoa, GA 30577
706.282.3269
Jeremy Ward
Planning Director

REQUEST FOR PROPOSAL (RFP) – Ritz Theater Annex Addition

RFP Submittal Information

Proposals may be mailed, or hand delivered. All proposals shall be delivered in sealed envelopes. No faxed proposals will be accepted. Late proposals will not be accepted.

Location: Proposals will be accepted at the City of Toccoa – located at 92 North Alexander Street, Toccoa, GA 30577

Date: Friday, February 23, 2024

Time Deadline: 2:00 PM

Please Complete the following and include with your proposal:

Company Name: _____

Address: _____

City, State: _____ Zip: _____

FEIN: _____ Telephone: _____

Signature of Owner or Authorized Officer/Agent: _____

Type Name of Above: _____

Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or service (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation, City of Toccoa rules, policies and procedures, and certify that I am authorized by the offeror to sign his response. In submitting an offer to the City of Toccoa, I, as the respondent, offer and agree that if the offer is accepted, the Proposer will convey, sell, assign, or transfer to the City of Toccoa, all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Georgia for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the City of Toccoa. Upon approval by Board, the information contained herein shall constitute the contract between the Board and vendor.

Questions Regarding this RFP Should Be Directed to:

Jeremy Ward, Asst. Planning Director, City of Toccoa
jward@cityoftoccoa.com

January 24, 2024

All Proposers:

The City of Toccoa invites proposals from General Contractors for “Ritz Theater Annex Addition”.

Attached is the Request for Proposals (“RFP”) instruction document. The written requirements contained in this RFP shall not be changed or superseded except by written addenda from the City of Toccoa. Failure to comply with the written requirements for this proposal may result in rejection of the proposal by the City of Toccoa.

Proposals will be received no later than **2:00 PM on Friday, February 23, 2024**. Proposals may be hand delivered or sent via United States Postal Service or other postal shipping carrier. City of Toccoa is not responsible for proposals not delivered or received and it shall be the duty of the Proposer to ensure receipt. The City of Toccoa will not accept faxed or emailed copies of proposals.

Hand delivered copies may be delivered between the hours of 8:00 AM and 4:00 PM (EDT) Monday through Friday, excluding holidays, furlough days, and inclement weather closing.

City of Toccoa reserves the right to reject any and all proposals, to waive any technicalities or irregularities, and to award the contract based on the best interest of the City of Toccoa.

We look forward to receiving your proposal and appreciate your interest in working with the City of Toccoa.

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SECTION 1

SCHEDULE OF EVENTS

The schedule of events set out herein represents City of Toccoa's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the questions deadline date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, City of Toccoa reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the contract term on an as needed basis with or without notice.

Release of Request for Proposals	Wednesday, January 24, 2024
Non-Mandatory Pre-Proposal conference	10:00 A.M., Thur., February 1, 2024
Deadline for written questions Email Questions to jward@cityoftoccoa.com	5:00 P.M., Mon., February 5, 2024
Answers to questions submitted shall be posted to GA Procurement Registry "Ritz Theater Annex Addition	End of day, February 16, 2024
Request for Proposals Due Date	2:00 PM (EST) February 23, 2024
Bid Opening - Planning Department conference room at City Hall, 92 North Alexander Street, Toccoa GA 30577	3:00 PM (EST) February 23, 2024
Evaluation of Proposals	February 23 – March 1, 2024
Projected Contract Award	March 2, 2024
Implementation of Services	March 3, 2024
Substantial Completion	October 31, 2024
Final Completion	November 14, 2024

SECTION 2

INSTRUCTIONS TO PROPOSERS

A. PREPARATION OF PROPOSALS

Proposals must be on the forms furnished within this RFP and completed in their entirety. Proposals must be submitted in a sealed envelope with your company name and **“Ritz Theater Annex Addition Roof Replacement”** clearly marked on the outside of the envelope. Neither the purchaser nor any agent thereof on behalf of the purchaser will be obligated in any way by any Vendor response to this RFP.

B. COMMUNICATION WITH CITY OF TOCCOA STAFF

1. All communications concerning this RFP must be submitted in writing to the City of Toccoa. Email to jward@cityoftoccoa.com is the preferred method of communication. Only written questions submitted via email will be accepted. Proposers are urged to review the specifications, requirements, and evaluation process prior to submitting a proposal.

By submitting a proposal, the Proposer is indicating their acceptance of the specifications, requirements, and evaluation process and will have no standing to protest the specifications, requirements, or evaluation process.

C. DEFINITIONS

- The terms “Bidders” or “Vendor” or “Proposer” refers to those parties who are submitting proposals for the work set forth in this document.
- “Contract Documents” means the Agreement, the Proposer/Bidder’s proposal/bid document, the RFP/ITB/RFQ and such other documents as listed in the Agreement, including all amendments or addenda agreed between the parties;
- “Contractor” means the Bidder/Proposer awarded a Contract resulting from this RFP/ITB/RFQ.
- The term “Owner” refers to City of Toccoa or its designated agent.
- Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- “Should”, “may” or “is desirable” means desirable but not mandatory functions or capacities.

D. PROPOSAL FORM

Proposals must be submitted on the Form(s) included in this RFP, attached to these documents, extra copies of which are available. The acceptance of any or all alternates will be at the discretion of the City of Toccoa.

E. INSURANCE AND BONDS

Contractor must submit with the bid/proposal certificates and/or other evidence of the following:

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Symbol 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Insurance as required by the State of Georgia, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk: If a construction contract, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds: If Required by the Bid/Proposal Instructions or by state law, the following shall be provided:
 - a) Bid Bonds: Bid bond with the amount specified as a percentage of the total price (not less than 5% in the case of public works construction contracts).
 - b) Performance Bonds: Performance bond in the amount of 100 percent of the proposed contract.
 - c) Payment Bonds: Payment bond in the amount of 100 percent of the proposed contract.
 - d) All bonds must be issued by a surety company authorized by law to do business in Georgia pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, or by a surety on the United States Department of Treasury's list of approved bond sureties.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a) City of Toccoa, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL and automobile liability policies with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on

behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

b) Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to City of Toccoa.

CLAIMS MADE POLICIES

If any coverage required is written on a claims made coverage form:

- a) The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- d) A copy of the claims reporting requirements must be submitted to City of Toccoa for review.
- e) If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise approved and acceptable to City of Toccoa.

VERIFICATION OF COVERAGE

Contractor shall furnish City of Toccoa with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by City of Toccoa before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City of Toccoa reserves the right to require complete, certified copies of all required insurance policies, including endorsements that are required by these specifications at any time.

SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

- a) If subcontractors will be used in the performance of this contract, vendor must complete and submit with its response the Primary Vendor/Subcontractor Utilization form.
- b) Vendor shall not assign any duties to perform services nor to provide goods to City of Toccoa under this contract to a subcontractor that is not listed in vendor's response to this solicitation.

- c) If a subcontractor is removed from the contract at any time during the term, vendor must notify City of Toccoa Office in writing with name of subcontractor, reason for removal and effective date.
- d) If vendor desires to add a subcontractor at any time during the term of the contract, vendor must submit to City of Toccoa in writing the following information on the subcontractor; company name, address, telephone and fax number, service they will be providing and proposed effective date. Subcontractor may not begin providing service until approved by City of Toccoa.
- e) Vendor is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract.

SPECIAL RISKS OR CIRCUMSTANCES

City of Toccoa reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

F. CORRECTION

No erasure may be made on proposals. Prior to a proposal submission, errors may be stricken and corrections entered provided the person signing the solicitation initial the strikeover or addition. No alterations or amendments are allowed after a proposal opening or receipt of a proposal. Modifications to the proposal may be written on the outside of the envelope.

G. ADDENDUMS; TERMINATION OF SOLICITATION PROCESS

City of Toccoa may revise a solicitation document by issuing a written addendum prior to its due date. A proposal shall make specific acknowledgement of all addendums. City of Toccoa may terminate a solicitation process at any time prior to the award of the contract. Addendums must be signed and must accompany proposal response.

H. NON-RESTRICTIVE SPECIFICATIONS AND PROCEDURES

City of Toccoa endeavors to use non-restrictive specifications whenever possible. Unless the solicitation specifically states otherwise, contractors are invited to inform the City of Toccoa whenever specifications appear not to be fair and open. City of Toccoa will be the ultimate determinant of the validity of specifications and procedures.

I. REQUESTS FOR ADDITIONAL INFORMATION

If any questions arise within the proposal documents, Proposer may submit to the Jeremy Ward, Asst. Planning Director, Stephens County Schools a written request for interpretation via e-mail. Interpretation clarification of documents will generally be made by addendum. Copy of such addendum will be posted to the Georgia Procurement Registry. City of Toccoa will not be responsible for any other explanation or interpretations.

J. TERMS, CONDITION, AND INSTRUCTIONS

Unless otherwise specified in the solicitation document, all terms and conditions outlined in the General Terms and Conditions contained herein are incorporated into and become a part of any awarded contract. A Proposer may submit exceptions, but City of Toccoa will not be bound thereto unless it so agrees, in writing. In addition, any exceptions material in

nature may result in the bid/offer being deemed non-responsive and removed from consideration.

K. PREPAYMENT

Unless specified in the solicitation document, offers containing prepayment and/or progress payment requirements may be treated as non-responsive and excluded from consideration.

L. TAXES

City of Toccoa is prohibited from paying or reimbursing a contractor for any taxes that may be lawfully imposed on the contractor. Purchases by the City of Toccoa are not subject to Federal Excise Tax or State and Local Sales Tax. Tax Exemption Certificates will be furnished upon request.

M. IRREGULARITIES

Any deviations from the solicitation requirements, including but not limited to the General Terms and Conditions, are made at the Bidder's risk, and City of Toccoa reserves the right to reject any proposal containing such irregularities. Any such deviations should be conspicuously noted in the proposal. Correspondingly, City of Toccoa reserves the right to waive irregularities when doing so would be in the best interest of the City of Toccoa. City of Toccoa further reserves the right to accept only a portion of a proposal and/or combine portions of two or more proposals, assuming the Contractors consent thereto.

N. RE-SOLICITATION

If at any time during the request for proposal process it is found that the integrity of the process has been compromised or that a substantial error has occurred, the solicitation may be terminated by City of Toccoa, in its sole discretion. The request for proposal may thereafter be re-solicited if City of Toccoa so desires.

O. REVISION OR WITHDRAWAL OF AN OFFER

A proposal may be revised or withdrawn by the Bidder prior to the opening date and time. After the proposal is opened and closed, City of Toccoa may, in its sole discretion permit withdrawal when its best interest would be served.

Generally, withdrawal will only be allowed in cases where there has been an honest mistake not resulting from negligence with the mistake being clearly ascertainable. A proposal cannot be withdrawn after the contract has been awarded.

P. PROPOSER'S QUALIFICATIONS

Bidder may be required, before awarding of the contract, to show that they have the necessary facilities, ability, and financial resources to execute the work in a satisfactory manner and within the time specified; that they have had experience in similar construction work; that they have past history and references which will ensure City of Toccoa of their qualifications for executing the work.

Q. EXCEPTIONS

The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein and in the various RFP documents, unless specifically noted otherwise in the proposal.

Any deviation from the specifications must be clearly identified on the appropriate bid form(s). If the proposer wishes to provide additional detail regarding the deviations in an accompanying letter, it should be noted on the appropriate bid form(s).

City of Toccoa shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the RFP. If City of Toccoa determines that the modifications or deviations from the specifications are not in compliance, the bid may be rejected.

Any and all deviations must be presented on a separate sheet of paper clearly titled with the wording "DEVIATIONS".

R. OPEN RECORDS

All information contained in proposals submitted to City of Toccoa are subject to the Georgia Open Records Act. If Contractor claims that any information or documentation is exempt from public disclosure, Contractor shall clearly identify the specific item(s) it claims to be exempt and state the basis for exemption, including citation to the relevant section of the Georgia Open Records Act.

S. AFFIDAVITS

Contractor must submit properly completed and executed E-verify Affidavit with the bid/proposal package.

T. FREIGHT CHARGES AND SHIPPING TERMS

All offers received must be F.O.B Destination with freight included in the purchase price, unless otherwise specified in the solicitation.

U. SPECIAL CONDITIONS

1. Each respondent shall submit all information requested, in the order specified in the Proposals Submission Requirements. Failure to do so may result in the proposal being rejected. **Proposals shall be straightforward and concise and shall demonstrate the proposer's ability to satisfy the requirements of the RFP.**

2. This process is a Request for Proposal/Competitive Negotiation process. As such, only the names of the respondents shall be read at the closing of proposals. The City of Toccoa reserves the right to negotiate on any or all components of each proposal submitted. The City of Toccoa reserves the right to negotiate with one or more respondents in order to come to an acceptable contract agreement. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential. The negotiation discussions will be held as confidential as well until such time as the award is completed.

SECTION 3

GENERAL CONDITIONS

1. INCORPORATION INTO CONTRACT

These General Terms and Conditions shall apply to all proposals awarded by City of Toccoa and are a part of the contract between the Contractor and City of Toccoa unless deviation herein is noted in the solicitation documents (RFP) or otherwise specifically agreed to by the parties.

2. LOCATION OF SITE

The location of the work is on the following properties of the City of Toccoa (Owner).
Stephens County
92 North Alexander Street
Toccoa, GA 30577

3. WORKMANSHIP

All work shall be performed in a workmanlike manner and in compliance with the proposal and other contract documents. City of Toccoa personnel may observe the work procedures and workmanship of the Contractor, but such observation will not relieve the Contractor from responsibility for performance.

4. CHANGE IN CONTRACT

City of Toccoa will not be responsible for any change in the work involving extra cost unless approval in writing is furnished by City of Toccoa before such work is begun.

5. TIME OF COMPLETION

Each Proposer may be asked to include in any proposal the number of calendar days in which he guarantees completion of the contract. Project should be completed by no later than November 14, 2024.

6. INDEMNIFICATION

To the maximum extent permitted by law, Contractor agrees to hold City of Toccoa harmless and to indemnify City of Toccoa from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property arising out of or suffered through any act or omission of the Contractor or Subcontractor.

7. CONTRACTOR'S REPRESENTATIVE

City of Toccoa reserves the right, without cause, to refuse to allow any representative of the Contractor to service the contract in any manner. In this event, the Contractor shall furnish another representative which is acceptable to City of Toccoa.

8. CITY OF TOCCOA REGULATIONS

The Contractor and his representatives shall follow all applicable City of Toccoa regulations while on City of Toccoa property, including the no smoking and alcohol policy. Work shall not interfere with the activities of Stephens County or its environment unless permission is given by the City of Toccoa.

9. GOVERNING LAW

The proposal process and any contract entered pursuant thereto shall be governed under the laws of the state of Georgia.

10. IMMIGRATION COMPLIANCE

Federal Immigration and Control Act - Contractor shall comply fully with and remain in full compliance with the Immigration and Control Act of 1986, as amended to date, including but not limited to all required employment and identity verification procedures and record keeping requirements.

In the event Contractor fails to comply in any respect with the requirements of the Immigration Reform and Control Act of 1986, Contractor shall indemnify City of Toccoa and hold City of Toccoa harmless from any and all penalties, fines, charges, assessments, claims, demands, actions, or causes of action by the United States Government or by any other entity or person, and agrees to pay any expenses incurred by the Contractor as a result of such failure.

Georgia Security and Immigration Act of 2006 - Contractor shall comply with the requirements of the Georgia Security and Immigration Act of 2006, as amended to date, and shall execute such affidavits or other documents reasonably required pursuant thereto.

11. COMPLIANCE WITH LAWS

The Contractor will comply with all licensing laws applicable to their operation in the state of Georgia and any federal laws required for the purpose of doing business. Contractor 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.

Contractor further agrees that in the performance of the contract, it will comply with all laws, regulations, rules and policies that may apply to the public in general and the operation of the City of Toccoa in particular.

12. CONFIDENTIALITY

Contractor acknowledges that some material and information which may come into its possession or knowledge may consist of confidential and private information of City of Toccoa, its students, or employees, the disclosure of which to or use by third parties may be damaging or in violation of applicable law. Contractor 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.

Contractor hereby expressly agrees to immediately remove any subcontractor or any of Contractor's employees from performing any work in connection with this contract upon City of Toccoa giving notice to Contractor that City of Toccoa 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 includes, but is not limited to, employee data, records, and information relating to 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.

See, e.g., O.C.G.A. § 50-18-72, O.C.G.A. § 10-1-760, 34 CFR §99.31, 20 USC §1232 (g), 45 C.F.R. § 741.6(c)(3), 45 C.F.R. §84.14(d) and 20 U.S.C. §§ 1400-1491.

Nothing herein shall be construed to prevent Contractor from compliance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. Contractor shall give City of Toccoa reasonable notice of any request for information under the Georgia Open Records Act and shall comply with such reasonable direction as City of Toccoa provides.

13. DISPUTES

The exclusive jurisdiction and venue for all disputes arising between the Contractor and City of Toccoa in connection with the Proposal or any Contract condition shall be the Superior Court of Stephens County, Georgia. Contractor and City of Toccoa may mutually agree to mediation, arbitration, or other alternative dispute resolution as a precursor or alternative to suit in said Court. Contractor agrees to pay for City of Toccoa's costs; including any attorney's fees and expenses of litigation, incurred in any litigation should City of Toccoa be a prevailing party. City of Toccoa shall be considered to be a prevailing party if the contractor's lawsuit against City of Toccoa is dismissed at any time for any reason, including without limitation a dismissal without prejudice.

14. CONTRACTOR NON-PERFORMANCE

In the event of a breach by Contractor, City of Toccoa shall send to Contractor a written Notice of Default executed by one of its Officers by either hand delivery, fax or by U.S. Certified Mail; except that in the event of an emergency affecting the safety of persons or property, City of Toccoa may proceed as below without notice. Should Contractor fail to cure such default within three (3) days from receipt of the Notice of Default, then City of Toccoa, may, without prejudice to any other rights or remedies City of Toccoa may have under law, pursue any or all of the following remedies:

- a) Supply such number of workers and quantity of materials, equipment and other facilities as City of Toccoa deems necessary for the completion of the Contractor's obligations, or any part thereof which Contractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to Contractor, who shall be liable for the payment of same including reasonable overhead and profit; or
- b) Contract with one or more additional contractors to perform such part of the Contractor's obligations as City of Toccoa shall determine will provide the most expeditious completion of said obligations and charge the cost thereof to Contractor, who shall be liable for the payment of same, including reasonable overhead and profit; or
- c) Withhold payment of any monies due Contractor pending corrective action to the extent required by and to the satisfaction of City of Toccoa; or
- d) Terminate this Agreement, in which event all costs incurred by City of Toccoa in so performing the remainder of the Contractor's obligations, including reasonable overhead and profit, shall be deducted from any remaining amounts due or to become due to Contractor. In addition to other damages that may be incurred by City of Toccoa, Contractor shall be liable for the payment of any reasonable amount by which such expense may exceed the unpaid balance of the Contract price.

The failure of City of Toccoa to exercise any of its rights hereunder shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. TERMINATION WITHOUT CAUSE

Unless provided otherwise by the contract documents, City of Toccoa may terminate this Agreement without cause upon no less than 30 days written notice to the Contractor. In such event, City of Toccoa shall pay contractor for the work performed prior to the date of termination.

16. 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.

17. PUBLICITY

Contractor shall not prepare or disseminate any publicity relating to this contract, products sold or licensed, or the services performed under this contract without express written prior consent of City of Toccoa. As used in this section, the term “publicity” includes but is not limited to advertisements, flyers, public announcements, pamphlets, press releases, reports, books, broadcasts, signs, and similar public information.

18. BACKGROUND CHECKS

City of Toccoa may require background checks on any employee or subcontractor who will be working on City of Toccoa property.

Background checks must be provided to the City of Toccoa Human Resources Director upon request by the City of Toccoa.

Firm agrees to comply with any request from the City of Toccoa to remove any firm employee from City of Toccoa property. Firm agrees to cooperate with the City of Toccoa to the fullest extent practicable in any investigation of any actual or alleged misconduct of any firm employee in connection with any activity arising out of this Agreement.

City of Toccoa may require a criminal background check, periodically, and ensure that all employees meet security requirements.

All necessary checks shall be completed prior to employee beginning work. Failure to do so may result in termination of contract.

19. NOTICES

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party, at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**Authorized
Representative & Title**
(Print or Type)

**Authorized
Representative**
(Signature)

Date

SECTION 4

MANDATORY SUBMITTAL DOCUMENTS

All proposals received will become a part of the official contract file and may be subject to disclosure. A complete signed proposal must include the documents listed below.

Proposers are expected to examine the specifications and all instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the solicitation. The proposal and price schedule must be signed by an employee of the company who is legally authorized to enter into a contractual relationship in the name of the company.

MANDATORY DOCUMENTS CHECKLIST:

Proposer must complete, execute and include with the bid the following **mandatory** documents:

- ☐ **Cover Letter**
Cover letter introducing the company and include the corporate name, address and telephone number of the corporate headquarters and local office (if applicable).
- ☐ **Proposal Form & Unit Prices** (Included in Package)
- ☐ **Proposer Qualifications Form** (Included in Package)
- ☐ **Georgia Security & Immigration compliance Affidavit** (Included in Package)
- ☐ **Certificates of Insurance**
Provide Certificates of Insurance coverage.
- ☐ **Copy of W-9**
- ☐ **Bid Bond Document**
- ☐ **Copy of valid Georgia contractor's license**

Submit to:

City of Toccoa
Attention: Jeremy Ward, Asst. Planning Director
92 North Alexander Street
Toccoa, GA 30577
Clearly marked:
"Ritz Theater Annex Addition"

SECTION 5

PROJECT SUMMARY

Project Information

The City of Toccoa invites proposals from General Contractors for “Ritz Theater Annex Addition”. Scope of work to include but not be limited to the following:

- Addition and
- Addition and Renovation of the Ritz theater Annex.

List of Drawings and Specifications

Drawings prepared by the engineer, numbered, titled, and dated as shown below, together with specifications (on drawings), show and describe the work. Further drawings, if required in explanation of the work, shall be binding upon the contractor as part of these drawings. Drawings and specifications shall be considered complimentary so that anything shown upon one, or described by the other, or implied by either or both, shall be executed and performed as if shown and/or described by both.

SHEET

G0.01

C1.00 Demolition & Removal Plan
C2.00 Layout & Paving Plan
C3.00 Grading & Drainage Plan
C5.00 Site Utility Plan
C6.00 Site Work Details

A0.01 Code Analysis
A0.02 Code Analysis Plans
A0.60 Wall Types
A1.10 Floor Plans
A1.30 Reflected Ceiling Plans & Details
A1.40 Roof Plan & Details
A1.41 Roof Details
A2.00 Building Elevations & Sections
A3.10 Wall Sections
A3.11 Wall Sections
A4.00 Enlarged Stair Plans, Sections & Details
A5.00 Toilet Room Plans & Elevations
A6.00 Door Schedule, Types & Details
A7.00 Typical Details
A8.00 Casework Plans, Details & Interior Elevations
A8.01 Sectional Elevations & Details
A8.10 Finish Plans, Schedule & Details
A8.11 Interior Finishes & Interior Finish Notes
D1.00 Demolition Floor Plans

S0.10 General Notes
S0.11 Special Inspections
S1.10 Foundation & 2nd Floor Plans
S1.20 Roof Framing Plans
S2.10 Foundation Sections
S2.20 Foundation Sections
S3.10 Sections & Details
S3.20 Sections & Details
S3.30 Sections & Details
S4.10 Frame Elevations & Details

M0.01 HVAC Legend, Notes & Schedules
M0.02 HVAC Details
M0.03 HVAC Details
M1.01 HVAC First Floor Plan
M1.02 HVAC Second Floor Plan
M2.01 HVAC Roof Plan

P1.00 Plumbing - Legend, Schedule & Details
P1.10 Plumbing - First Floor Plan
P1.11 Plumbing - Section Floor Plan
P1.12 Plumbing - Roof Plan
P2.10 Plumbing - Large Scale Plans

E0.10 Electrical Cover Sheet
E1.10 Electrical Floor Plans - Power
E1.20 Electrical Floor Plans - Lighting
E5.10 Electrical Panel Schedules

Form of Agreement

AIA Document A101 - 2017 Edition, Standard Form of Agreement Between Owner and Contractor - where the basis payment is a stipulated sum, forms the basis of contract between the Owner and Contractor and is hereby made part of these documents to the same extent as if herein written out in full.

General Conditions

AIA Document A201 - 2017 Edition, General Conditions of the Contract for Construction - where the basis payment is the General Conditions between the Owner and Contractor and is hereby made part of these documents to the same extent as if herein written out in full.

SECTION 6

SELECTION PROCESS

The City of Toccoa intends to award a contract after evaluating and scoring the proposals. Proposals not meeting minimum eligibility requirements or found to be incomplete will not be considered. Proposals not deemed within the competitive range will not be considered. The City of Toccoa may disqualify any Proposal if it is deemed to be in the best interest of the Owner.

EVALUATION CRITERIA

Evaluation of proposals will be based on a combination of the factors as shown in the RFP scoring matrix shown below. No single factor will determine the final decision. City of Toccoa will review and score the proposals from February 12 – February 18, 2023. City of Toccoa reserves the right to seek additional information that may be needed from all respondents in order to clarify the proposal(s). Such informative information shall be provided to City of Toccoa at no cost and within two (2) working days. City of Toccoa encourages proposals in accordance with the requirements outlined in this document. Alternate proposals will be considered solely at the discretion of City of Toccoa.

Proposal Evaluation

RFP's will be evaluated per the scoring matrix listed.

CRITERIA	Possible points
Firm reputation, references, work of a similar nature, and ability to perform work as defined in RFP	20
Adherence to RFP requirements to include submission of all required information	15
Location of firm. Preference will be given to firms with headquarters or a branch office in the City of Toccoa, Stephens County, and surrounding counties.	5
Firm's past performance with City of Toccoa and/or nearby municipal districts. (Supply references from at least 3 municipal districts within a 40-mile radius of City of Toccoa's Central Office.)	10
Firm workload and ability to complete project in a timely manner.	15
Project Cost ((Lowest Cost/ Bidder's cost) x Possible Points))	35
TOTAL	100

PROPOSAL FORM

1.01 TO:

- A. Submit in a sealed envelope, plainly showing offeror's business license name and number, description of the Work and the proposal submission date:

City of Toccoa
Attention: Jeremy Ward, Asst. Planning Director
92 North Alexander Street
Toccoa, GA 30577
Clearly marked: **"Ritz Theater Annex Addition"**

- B. Offerors shall keep the Proposal Form intact and return all pages when submitting the Proposal.
- C. Failure to submit the complete Proposal Form may invalidate the Proposal.

1.02 FOR:

- A. Project: Ritz Theater Annex Addition
92 North Alexander Street, Toccoa, GA 30577
Architect's Project Number: **23101**

1.03 DATE: _____ (OFFEROR TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Offeror's Full Name _____
1. Address _____
2. City, state, Zip _____
3. Phone, Fax, E-mail _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Gardner Spencer Smith Tench & Jarbeau, P.C. for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- B. _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instructions to Proposers.
- D. We have included the required performance assurance bonds in the Proposal Amount as required by the Instructions to Proposers.
1. The cost of the required performance assurance bonds is _____ dollars
(\$ _____), in lawful money of the United States of America.
- E. All applicable federal taxes are included and State of Georgia taxes are included in the Proposal Sum.
- F. All Cash and Contingency Allowances described in Section 01 2100-Allowances are included in the Proposal Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this proposal is accepted by City of Toccoa within the time period stated above, we will:
1. Commence work within seven days after written Notice to Proceed of this bid.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in _____ calendar days from Notice to Proceed. (enter number of days)

1.08 ALTERNATE PRICES

- A. Alternates are described in Section 01 2300-Alternates.
1. Alternate Number One: Delete woodwork
a. Increased - Decreased - Unchanged (circle one) \$ _____

1.09 UNIT PRICES

- A. Unit Prices are described in Section 01 2200-Unit Prices.
- B. The following are Unit Prices for specific portions of the Work as listed.
- | | |
|------------------|-------------|
| 1. wood trim | \$ _____/LF |
| 2. wood base | \$ _____/LF |
| 3. wood moulding | \$ _____/LF |

1.10 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be: percent

overhead and profit on the net cost of our own Work will be _____percent on the cost of work done by any Subcontractor.

1.11 ADDENDA

A The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # Dated

2. Addendum # Dated

2. Addendum # Dated

1.12 BID FORM SIGNATURE(S) The Corporate Seal of

(Bidder - print the full name of your firm) was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title) _____

(Federal Tax ID) _____

(Email Address) _____

1.13 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

BLUE INK SIGNATURE REQUESTED.

END OF BID FORM

PROPOSER QUALIFICATIONS

The Proposer submits the following statement of Proposer qualifications for consideration of the Owner.

1. Have you ever failed to complete any work awarded to you? If so, where and why?

2. Have you ever defaulted on a Contract? If so, where, and why?

3. List the most important projects recently completed by your company, stating the cost for each, and the month and year completed. _____

4. For the projects listed in item #3 above, provide the original contract price and total cost of change orders above the original contract price. _____

5. Experience in work similar in importance to this project (3 projects minimum).

6. Provide references (names and contact information) for persons for whom the firm has performed related work in the last three years (3 projects minimum).

7. Background and experience of the principal members of your organization, including officers.

8. Legal Name of Bidder: _____

9. Permanent Main Office Address:

10. When organized

11. If a corporation, where incorporated? _____

12. Number of years engaged in the contracting business under your present firm or trade name? _____

13. Credit available for this contract?

14. Contracts now in hand (Gross Amount).

15. General character of work performed by your company:

16. Have you ever refused to sign a contract at the original bid? If so, where, and why?

17. Provide a bank reference: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Public Agency in verification of the recitals comprising this Statement of Bidder's Qualifications,

Authorized Representative/Title (print or type)

Authorized Representative (Signature) Date

All questions must be answered and the data given must be clear and comprehensive. Bidder acknowledges and agrees that the City of Toccoa is relying upon the truth of Offeror's statements contained herein. If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information s/he desires. Attach all additional sheets to this Solicitation for Proposal.

GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC)

AFFIDAVIT

COMPANY NAME: _____

The City of Toccoa and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-02 of the rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-02 is attested to on the executive Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any Contractor(s) in connection with this Agreement, Contractor further agrees:

1. To secure from the Contractor(s) an affidavit attesting to the Contractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-02; such affidavit being in the form attached hereto; and The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the City of Toccoa shall be entitled to all available remedies, including termination of the contract and damages. By executing this affidavit, the undersigned Contractor reifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the City of Toccoa, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Toccoa, Stephens County, GA

I hereby declare, under penalty of perjury, that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
_____ DAY OF _____, 20_____.