

JUNIOR LEAGUE OF ATLANTA

Request for Proposal

March 2019

I. ADVERTISEMENT FOR SEALED PROPOSALS

Sealed proposals will be received by The Junior League of Atlanta, Inc. ("JLA" or "Owner") at 3154 Northside Parkway NW Atlanta, Ga 30327 (the "office", "headquarters" or "building") until the **time/date specified below under TIMELINE AND KEY DATES.** The owner will not consider late proposals.

All questions about this RFP and submission requirements must be directed in writing to Carla C. Smith (JLA Board of Directors Chair and President), no later than the **time/date specified below under TIMELINE AND KEY DATES**, Email: <u>president@jlatlanta.org</u>. All submitted questions shall be answered and posted on the JLA's website. No questions will be answered via phone. All questions shall be answered to the entire list of interested firms.

A pre-proposal conference will be held at JLA headquarters. Please see the time/date specified below under TIMELINE AND KEY DATES. Attendance at the pre-proposal conference is strongly encouraged.

Prospective Respondents must limit their contact regarding this RFP to Carla C. Smith and Sharon Klein (Director of Support Services). Any violation of this restriction may result in rejection of the Contractor's Proposal.

In order to receive updates on the selection process, please email contact information to Carla C. Smith at the email address listed above. Also check JLA's website regularly.

Lobbying is prohibited; any contact with any other JLA personnel or representatives may result in disqualification.

Proposal packages, including **One (1) signed original, three (3) identical duplicate copies, and one (1) electronic copy of the proposal as a single .pdf**, should be mailed or otherwise hand delivered to the address below so as to arrive not later than the time/date specified under TIMELINE AND KEY DATES:

The Junior League of Atlanta Attn: Carla C. Smith, President 3154 Northside Parkway NW Atlanta, GA 30327

II. REQUEST FOR PROPOSALS FOR A GENERAL CONTRACTOR

The Junior League of Atlanta, a non profit organization within Fulton County is seeking a highly qualified General Contractor ("GC") to provide professional services for the construction services involving the teardown and development of a new patio deck, address issues with the existing roof of the building, address exterior and landscaping needs for the building. The new deck will be connected to existing brick of the building.

III. JUNIOR LEAGUE OF ATLANTA SUMMARY

The Junior League of Atlanta is an organization of over 3,000 women committed to promoting voluntarism, developing the potential of women and improving the community through the effective action and leadership of trained volunteers. Our purpose is exclusively educational and charitable.

A. SCOPE OF WORK

The project scope includes the creation of a new patio deck attached to the existing brick and concrete of the building, which will allow a permanent physical connection. The patio deck structural frame will be wood that adheres to International Building Code for Residential Decks along with the roof. The Junior League of Atlanta Headquarters is a house built in 1955, converted to a commercial space and expanded in 1979. The building is approximately 3,000 square feet, with meeting spaces of varying sizes, accommodating 8 up to 130.

PROJECT OVERVIEW

With this project, JLA hopes to address the need for enhancements to our roof, exterior frames near doors/entry ways, landscaping and a new patio deck that is functional and up to code requirements that can be used as an outdoor meeting space for our members and guests.

The project overview includes the following:

Roof:

Assess roof in its current state Recommend and address any immediate needs found Address any roofing needs found based on provided building inspection recommendations

Exterior:

Assess exterior door frames/entry ways in their current state Recommend and address any immediate needs found Address identified landscaping needs Address needs identified/provided in building inspection recommendations

Patio Deck:

Assess patio deck in its current state Remove current deck/frame Build new deck Address needs identified/provided in building inspection recommendations

IV. GENERAL REQUIREMENTS

A. <u>Respondent Performance</u>

The successful Respondent is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the RFP Documents and the resulting construction contract.

JLA will look to the Respondent and its identified personnel to coordinate and deliver all services required for complete performance of the project in accordance with the RFP Documents. The obligations of the contract shall not be assigned to any third party.

The Respondent shall carefully study and compare the RFP Documents with each other, and with other work being bid or offered concurrently or presently under construction to the extent it relates to the services for which the Proposal is submitted, shall examine the site of the project and the local conditions, and shall

at once report to Owner any errors, inconsistencies or ambiguities in the RFP Documents. If a Respondent is in doubt as to the meaning of any part of the RFP Documents, or otherwise has questions or requires clarification or interpretation of the RFP Documents, he or she shall request an interpretation from the Owner.

B. Non-Discrimination

JLA does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

C. Drug-Free Workplace

By submission of a response to this RFP, the Respondent certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

D. Smoke-Free Workplace

By submission of a response to this RFP, the Respondent certifies that he/she and his/her employees shall not use tobacco products on JLA property at any time during the performance of this contract.

E. Costs Incurred

JLA is not liable for any costs incurred by a Respondent in preparing and/or submitting a response to this RFP or for any interview if requested. Any and all costs incurred by the Respondent in preparing and/or submitting a response to this RFP and interviewing with JLA (if requested) shall be the sole responsibility of the Respondent and shall not be reimbursed by JLA.

F. Insurance

A Certificate of Insurance and/or ACORD form in conformance with the insurance requirements contained in the proposed Contract Documents is required with Respondent's Proposal. Final award of this RFP will be contingent upon receipt within five (5) business days of request insurance documentation demonstrating compliance with the requirements of the proposed Contract Documents. In the event the awarded Respondent cannot produce insurance coverage acceptable to the JLA within the time provided, JLA reserves the right to award this solicitation to the next highest ranked firm.

G. Interviews

JLA reserves the right to require Respondents to participate in one or more interviews with JLA officers and/or representatives. Respondents must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There will be no presentations, individually or collectively, without such invitation.

H. Term of Contract

The expected required date for Substantial Completion of the Contract awarded herein is listed under TIMELINE AND KEY DATES.

I. <u>Cancellations</u>

Awards, contracts, and extensions may be cancelled for convenience by JLA at any time. In the event of termination for convenience by JLA, the JLA will be responsible only for those items and or services that have been delivered and accepted according to the bid specifications and will not be responsible for any claims for damages, including but not limited to, claims for anticipated or lost profits.

J. Permits and Applicable Law

Respondents shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to fully execute the requirements stated herein. Respondents shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Respondents shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of JLA. Respondents shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

K. Non-Collusion

Respondent shall fully certify that it, as individuals or as officials of a business entity, has not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this RFP. Further, Respondent guarantees that its response is not made in conjunction with or on behalf of another party and that it has not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

L. Conflict of Interest

Respondent shall disclose with its proposal the name of any officer, director, member or agent who also is an JLA employee or board member. Respondent shall also disclose the name of any JLA employee or board member who owns, directly or indirectly, an interest in five percent or more in the Respondent's company or any of its branches. Respondent shall certify that its response to this RFP is impartial, at arm'slength, and free of any conflict of interest, unfair advantage, or personal benefit to any JLA official.

M. Confidentiality and Non-Disclosure

Information made available to Respondents by JLA shall be used only for purposes related to responding to this RFP and shall not be used for any other purpose without the express written permission of JLA. A Respondent to this RFP unequivocally agrees to assume responsibility for protecting and safeguarding the confidentiality of JLA records that are not public information.

N. Business License

Respondent shall submit with its proposal, a copy of its valid company business license. If the Respondent is a Georgia corporation, Respondent shall submit a valid county or city business license. If the Respondent is not a Georgia corporation, Respondent shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If Respondent holds a professional certification which is licensed by the state of Georgia, Respondent shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the Respondent for the duration of the contract. Provision of copy of business license is a mandatory requirement.

O. Rights Reserved

JLA reserves the right to accept or reject any and/or all parts of responsive proposals received and/or to reject all proposals submitted. JLA reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to JLA. JLA reserves the right to waive any technicalities or irregularities in responses received and to award the contract in the most beneficial manner for JLA. The decision of JLA shall be final. JLA reserves the right to request and negotiate a "best and final" response from Respondents.

P. Conditional Proposals

Proposals that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications may be considered non-responsive and disqualified.

Q. <u>Respondent Failure</u>

Failure of the successful Respondent to perform contracted services may result in the removal of that Respondent from doing business with JLA for a period of not less than one year.

R. Open Records

Without regard to any designation made by the person or entity making a submission, JLA considers all information submitted in response to this invitation or request to be a public record that may be disclosed upon request

S. <u>No Assignment of Award</u>

The successful Respondent may not assign the award or contract to another party without the express written permission of JLA

T. The Laws of the State of Georgia

This RFP and subsequent agreements are subject to the laws of the State of Georgia.

U. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of sixty (60) days from proposal submission deadline.

V. Bid Bond

The CONTRACTOR's Proposal shall be accompanied by a Bid Bond issued by a surety that is satisfactory to the Owner and licensed to do business in the State of Georgia. The Bid Bond shall be in the amount of not less than 5% of the Fixed Price Proposal. The amount stated in the Bid Bond shall be included as an exact dollar figure written in numeric and word form. The Owner shall have the right to retain the Bid Bond of all CONTRACTORs until either (a) the Agreement has been executed and a satisfactory Payment Bond and Performance Bond have been furnished, or (b) sixty days after Proposal opening, or (c) all Proposals have been rejected. Except as otherwise expressly allowed by law, no Proposal may be withdrawn for a period of sixty days following the closing time and date for receipt of Proposals, and all Proposals are subject to acceptance by the Owner during said period, and each CONTRACTOR so agrees by submitting a Proposal.

V. PROPOSAL SUBMISSION REQUIREMENTS

A. All Proposals shall be signed by an authorized principal of the company. By submitting a Proposal, the Respondent certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP could result in rejection of the Proposal.

B. Provide concise, but adequate responses to all listed items in order to give the Selection Committee a complete understanding of the submitting firm. The following items describe in greater detail criteria to be included in the RFP response:

(1) Submittals shall consist of one (1) signed original and three (3) complete copies.

(2) The entire submittal shall be submitted as one file in a .pdf format on one jump drive to aid in the process of sharing the information with the Selection Committee and reducing the requirements for hard copies of the submittal.

(3) Proposals shall be limited to no more than twenty (20) letter-sized, double-sided pages. Proposals shall be put together such that the entire proposal shall be easily recyclable. No binders.

(4) Provide description and list references (current address and telephone number) of projects of similar size and scope in which the firm was the CONTRACTOR.

(5) Describe the firm's Sustainable construction philosophy and how that has been implemented on other projects.

(6) Describe how your firm would encourage participation by local contractors/vendors and Women/Minority Owned Businesses.

(7) A letter of Bondability (not included as one of the 20 pages).

(8) Financial statement, including total annual billings for the past 3 years (not included as one of the 20 pages)

C. Originals of the Respondent's fixed price proposal shall be submitted in a separate sealed envelope. Include in this envelope one (1) copy of the firm's Financial Statement as described in Section V. C (8). Clearly label this envelope: "Fixed Price Proposal and Financial Statement."

D. The Respondent's sealed proposal shall be submitted in the following format:

(1) Cover Letter

(2) Firm Overview

a. Provide a full and complete company profile to include, but not limited to Firm name, address of firm headquarters and branch office handling this project as well as related telephone and fax numbers.

b. State how many years in business under the name stated above. Describe firm ownership, structure and history. Include type of legal entity (e.g., corporation, limited liability company, etc.). State or commonwealth of formation (i.e., where incorporated) and year of formation or organization. In case of a joint venture, provide the same information for each partner in the joint venture.

c. List the number of permanent employees and provide an organization chart of the firm. Also, for each management-level employee you intend to assign to the project, include a paragraph which outlines their role and responsibility, past relevant experience with similar type projects.

d. If a joint venture, list each firm, rationale for joint venture, and previous similar experience as a joint venture.

(3) Approach; Scope of Services

Please provide your company's comprehensive and proposed strategy for providing the construction services called for in this RFP. Responses are to be prepared in a straightforward manner, and should describe the Offerors' methodology and system(s) capabilities in a format that is consistent, comprehensible, and appropriate to the purpose. Any features or advantages, which are unique to the CONTRACTOR's Proposal, which JLA has not listed in this RFP, should be included.

(4) Firm's Relevant Experience and Expertise

a. Similar Construction History Briefly describe general contractor project experience that your firm has provided for various clients and projects similar in size and complexity to JLA and the project that is subject of this RFP, within the last three (3) years.

Include the following information for each description: <u>Client Information</u>: Name of owner, type of entity (hospital, K-12 schools, university, residential, office building, etc.), and location (city, state). Service Dates: Year services started/ended.

<u>Detailed Listing of Services Provided:</u> Type of services, etc. Comments: Comment on any special features, services, conditions, etc.

<u>References</u>: Provide the names and contact phone numbers of the current clients, preferably clients comparable to JLA, for whom the Offeror is providing or has provided similar services as requested in this RFP.

(5) Financial Information:

a. The Firm's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project. A certified audit is preferred; however, the firm's most recent tax return and balance sheet along with two bank references including bank names, addresses, bank contacts and telephone numbers will be accepted.

(6) Litigation Information:

a. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration. If there are no claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, please include a statement that the Firm has no claims, mediation, litigation, arbitration or other form of dispute resolution, litigation, arbitration or other form of dispute resolution.

This list should also disclose any failure to complete a contracts, and any instances of having defaulted on any contracts within the past five (5) years.

VI. TIMELINE AND KEY DATES

In order to assist respondents, following are the key dates and events with respect to this RFP process. Such dates are not guaranteed and may change based upon circumstances.

Tuesday, March 26, 2019	RFP posted to JLA website
Thursday, April 4, 2019 at 11am	Pre-proposal conference at JLA
Wednesday, April 10, 2019 by 5pm	RFP Questions due
Wednesday, April 17, 2019 by 5pm	Bids due
Friday, April 26, 2019	Notice to Proceed
Friday, June 14, 2019	Substantial Completion
Friday, July 19, 2019	Final Completion

 Table 1 – Timeframe guidelines

VII. EVALUATION AND AWARD OF CONTRACT

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

These factors, and their relative importance, are:

- 1. Firm Overview
- 2. Approach
- 3. Firm experience expertise
- 4. Financial information
- 5. Litigation/conviction/termination history

B. <u>Selection Process</u>: A Selection Committee will perform Proposal evaluations and, following completion of the evaluations and subject to JLA's right to reject any or all Proposals, the responsible and responsive Contractor whose Proposal is determined to be the most advantageous to JLA will be selected to perform the services.

The Selection Committee shall be comprised of members of the JLA Executive Committee. The Selection Committee will evaluate the Proposals based upon consideration of the demonstrated qualifications and capabilities of the Contractor based on the evaluation factors identified above.

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

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