

2816

**MACON-BIBB COUNTY INDUSTRIAL AUTHORITY
REQUESTS FOR PROPOSALS**

Project Name: Project # 2, Garrison Property Demo

Address: 2816 Avondale Mill Road

Project Description:

The goal of this project is to clear the structures and debris on this property.

All required permitting is to be obtained by contractor.

MBCIA will do its own asbestos testing.

Scope of Work:

1. Removal of main house as well as (2) secondary structures on property
 - a. **Capping well** by main house
 - b. All structures touching the house, including porches, trees and shrubs are to be removed
 - c. Contractor will be responsible for removal of all materials from property
2. Removal of all trash on property, including trash piles at wood lines
3. Proper handling and removal of asbestos found on property (see Doc attached)

Owner: Macon Bibb County Industrial Authority

Date:

Primary Contact: ***Gary Wilson, Project Manager***
Macon Bibb County Industrial Authority
489 Mulberry Street
Macon, Ga. 31217
(478) 200-1430
(478) 256-1321 Mobile
gwilson@mbcia.com

Publication Method: This Request for Proposal is being advertised on the website of the owner for a period of not fewer than 30 days from the date above. The website address and copy of these proposals can be found at www.mbcia.com



1. **Introduction:** The Macon-Bibb County Industrial Authority (the “**Authority**” or the “**Owner**”) has acquired several parcels with structures in the County and intends to remove all structures from said parcels (hereinafter the “**Project**”). The subject work (the “**Scope of Work,**” or “**Work**”) is only one part of the Project. Future phases of the Project may be conducted with the successful Responder to this RFP based upon unit pricing. No other part of the Project is covered by this Request for Proposal (“**RFP**” or “**Request**”).

The area surrounding the Project still has businesses and tenants occupying nearby properties. The Authority wishes to maximize savings on demolition and removal of the structures, while disrupting or disturbing neighboring businesses and tenants as little as possible.

The Authority was created for the purpose, among others, of developing commerce in the County. The Authority will be using its own funds for the purpose, among others, of economic development, including the Scope of Work.

2. **Responsive Proposal Procedure**

- A. All proposals are due in writing to the Primary Contact on or before **Monday, June 28th, 12:00 noon**. Please provide proposals in proposal form to the contact address provided above through the methods set forth below.
- B. Any and all questions should be directed, in writing **via email** to Mr. Gary Wilson at the address listed above no later than one (2) weeks prior to the proposal due date. Responses will be provided in writing (which may be by email) by the Authority

within two (2) business days of the submission of the question. All answers will be distributed with the original questions to all bidding contractors via the supplement to the RFP which will only be made available on the Authority's designated website.

- C. There will be a mandatory tour of the property and structures for all proposers required for familiarity with the structures. **The tour will be on June 21st, 9:00 a.m.** or at such other time as re-scheduled by the Authority with notice to those who notified the Authority by email of desiring to attend. Any company without a representative present at the mandatory tour may, at the Authority's sole discretion be rejected.
- D. Proposals will be opened at the offices of the Authority at 1:00 p.m. on **Wednesday, July 7th 2021**. All responders and the public will be able to attend the opening of the sealed proposals.

3. Proposal Documents

A. Proposal documents shall include these instructions which are incorporated by reference and agreed to by proposer upon its submission of a proposal responsive to this Request:

Sheet	Issue Date	Revision Date	Document Number
Demolition Specs.			

- B. It is the responsibility of this Contractor (hereinafter, individually, the “**Contractor**” or a “**Responder**”) to advise Authority of any conflict in the Proposal Documents at the time of submittal of Proposal.
- C. Proposal instructions shall become part of the contract documents.
- D. The Contractor will be responsible for any and all sales and use taxes pursuant to O.C.G.A. Sec. 48-8-63, as well as all required permitting costs.

General:

- A. Furnish all labor, material, equipment, layout, supervision, expertise, etc., as required to provide a turnkey demolition of the existing residential structures, foundations sheds, buildings, fencing, and utilities.
- B. Contractor shall clear each Project site; said Work shall consist of removing the buildings for the addresses identified, such removal to include steps, interior walls,

- foundations, footings, concrete slabs, asphalt, and underground piping, conduits, and any other utilities including power poles, and backfilling any exposed openings, including wells (capping).
- C. Survey, if asbestos is found on property, then removal and disposal of all asbestos in any of the structures, as required by Georgia and/or Federal law. Contractor will determine what asbestos services, if any, are required to complete the Work. Contractor may utilize a subcontractor for asbestos and hazardous material services and removal; however, subcontractors performing this portion of the Work must be identified in the proposal of Contractor and be bondable pursuant to the provisions set forth below.
 - D. Contractor shall be responsible for all material and debris disposal, including transport, tipping, and container rental.
 - E. No power or water is provided at the Project. All temporary power, water, or other necessary utilities for this Contractor's work shall be provided by this Contractor.
 - F. Upon removal of structures, Contractor shall fill any excavated area, replace and stabilize all soils in accordance with NPDS requirements, and seed such areas with grass as required.
 - G. Contractor will obtain and provide at Contractor's own expense all required permits in order to perform the Work, including but not limited to Georgia DNR/EPD, County Inspection and Fees, and County Board of Health.
 - H. The Authority will conduct, or have an independent agent conduct, reviews of all Work performed by Contractor; Contractor will be required to conduct all of the Work according to the direction and instructions given in this Request or by the Authority's agent.
 - I. The Work and proposals responsive to this Request are subject to the Georgia Local Government Public Works Construction Law, O.C.G.A. Sec. 36-91-1, et seq., the requirements, terms, and conditions of which are hereby incorporated herein by reference.
 - J. Proposals will be required to demonstrate that providers of responses or proposals under this Request can provide the following bonding requirements at the time of submission:
 - 1. Each Responder must include with its proposal a proposal bond complying with the Public Works Law, in an amount equal to at least five (5%) percent of the total contract price indicated in the proposal to be submitted. The proposal bond must be issued by a surety company licensed in Georgia. In lieu of the aforesaid proposal bond, the Authority will accept a cashier's check, certified check or cash in said amount, payable to and for the protection of the Authority.

Any proposal submitted without said proposal bond or an approved alternate security shall be ineligible for consideration and shall be returned to Responder.;

2. Performance Bond pursuant to O.C.G.A. Sec. 36-91-70, et seq. (or in the event the Responder's proposal does not exceed \$750,000.00, an acceptable irrevocable letter of credit) in an amount equal to 100% of the Contract price, shall be required of the successful Responder. Each bond shall be in the form prescribed by the Authority, and shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond; and

3. Payment Bond(s) pursuant to O.C.G.A. Sec. 36-91-90, et seq. or alternative cash equivalent in an amount equal to 100% of the Contract price, shall be required of the successful Responder. Each bond shall be in the form prescribed by the Authority, and shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond

Failure of a proposal to provide for each of these requirements will result in the Authority not considering the proposal for award of the contract. If this Phase of the Project is determined by the Authority, based upon the received responses to this Request, to be less than the threshold of \$100,000 for applicability of the Georgia Local Government Public Works Construction Law, the Authority may, in its sole discretion, waive any requires for performance or payment bonds or any other requirements otherwise stipulated by said Law.

4.Submittal of Proposals

A. Authority will advertise this Request on its internet/web page for a minimum of thirty (30) days prior to the deadline for proposal submission. All qualified persons or entities may respond to this Request. **The Authority will not open any submitted proposals until the time specified above for all proposals to be opened in a forum open to the public.**

B. Authority will make an award to the responsible and responsive Responder whose proposal is determined in writing to be the most advantageous to the governmental entity, taking into consideration the evaluation factors set forth in the Request, below. The "**Evaluation Factors**" to be used by the Authority in reviewing Responder's proposal are summarized as follows:

1. Qualification under federal definitions as a Minority or Woman Business Enterprise (based upon information provided by responders) (Points: up to 40)
2. Similar Project History (including the number, size, type and scope of the projects completed over the last five (5) years)

(Points: up to 20)

3. Manpower and Work Force Capabilities (including current and project workload; job staffing, schedule and plan; number of employees; qualification of employees) (Points: up to 30)
4. Company Safety History (including current EMR rating and reported OSHA violations) (Points: up to 20)
5. Financial Responsibility (including years in business, previous company names; bankruptcies; pending or past litigation) (Points: up to 20)
6. Aggregate Unit Pricing (Points: up to 55)
7. References (Points: up to 15)

The Responder **MUST** provide the information itemized above along with its proposal in order to the proposal to be considered by the Authority. Proposals which do not provide the information requested in Items 2 - 7, above, will be rejected as incomplete.

The Authority's Operations and Finance Manager will review all proposals and carry out any process of discussions, negotiation and revision as described in subsection C, below. The Operations and Finance Manager will recommend scores for each proposal to the Authority. However, the Authority will assign the actual scores based on its own determination. Each evaluation factor may be assigned up to the maximum identified points and then all points added to determine each Responder's score. The maximum number of points that a Responder can receive is 200. In the event of a tie of the total number of points awarded, the Contractor scoring highest on Financial Responsibility shall be identified as the candidate with the greatest score. The evaluation factors shall be the basis on which the award decision is made. The Authority will make an award to the responsible and responsive Responder whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration the evaluation factors set forth in this Request, by determining in writing that the top scoring proposal is the most advantageous to the Authority and awarding the contract to the Responder who submitted it, subject to the Authority's right to reject. The contract file shall indicate the basis on which the award is made.

- C. Responders submitting proposals may be afforded an opportunity for discussion, negotiation, and revision of proposals. Discussions, negotiations, and revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. In accordance with this Request, all responsible Responders found by the Authority to have submitted proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in

such discussions, negotiations, and revisions. During the process of discussion, negotiation, and revision, the Authority shall not disclose the contents of proposals to competing Responders.

- D. The Authority reserves the right to reject all proposals or any proposal which is not responsive or not responsible and also reserves the right to waive any technicalities or informalities, at its discretion.
- E. The Authority may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.
- F. Responders shall be required to honor the terms and provisions of their proposals for a period of ninety (90) days following the date of opening of the sealed proposals by the Authority.
- G. Five (5) copies of these submittals are required for review by the Authority. Proposals must be provided by either mail, overnight delivery, or hand-delivery in a sealed envelope. **FAXED AND EMAILED PROPOSALS WILL BE REJECTED.**

5. General Requirements and Information:

- A. **Prior to the award, the Authority may provide on its website the form of the contract that will constitute the Contract for the winning proposal. Contractors are instructed to review or request this document in its entirety and notify us as part of your proposal of any issues with the Contract language in the contract terms in advance.**
- B. One of the missions of the Authority is to provide jobs to the citizens of Central Georgia. While not required, the use of local labor is encouraged where qualified applicants are available for the Work contracted, and Responders should evidence any intention to assist in this regard in their proposals.
- C. An Authority representative must approve extras in writing before work begins. If work is performed on a “time-and-materials” basis, the Contractor’s foreman and the Authority superintendent must agree on the hours and materials used each day and complete proper documentation no later than the morning following the day the work is performed. Provide written forms or documentation for any extras with in fourteen (14) calendar days from the date of occurrence. No extras will be approved later.
- D. Any inconsistency in this RFP or contract shall be resolved by giving precedence in the following order:
 - 1) This Request, including the instructions and drawings referenced herein;
 - 2) Contract clauses;

3) Other documents, exhibits, and attachments.

E. This Contractor shall conform to all federal, state, local and company safety/health regulations. Also, all personnel of this Contractor will wear hard hats whenever they are on the job site, irrespective of any other requirements. Conformance to all OSHA, hazardous communications, and other applicable safety requirements includes, but is not limited to, the following:

1) GFI and Assured Grounding of Electrical Outlets. All extension cords shall have either a GFI receptacle and be routinely checked as part of a written and recorded assured grounding program.

2) Hazardous Communications Program

Each Contractor on this job site must maintain a hazardous materials file for his own employees. Each file shall contain Material Safety Data Sheets (MSDS) on all material used in that specific project's construction.

It is the Contractor's responsibility to notify other Contractor's on the job site of any hazardous materials to which their employees may be exposed.

3) Any fines or penalties imposed by OSHA for work relating to Contractor's scope shall be deducted from the Contractor's compensation.

4) All workers shall dress in accordance with OSHA regulations and professional standards. Hard hats, long pants and safety shoes will be required of everyone on the project.

F. Contractor will perform all cleanup associated with Contractor's scope of work. Dumpsters for this Scope of Work is the responsibility of the winning Contractor.

G. Pursuant to O.C.G.A. Sec. 43-14-8.2(h), Responders shall provide a Georgia Utility Contractor's License Number on the outside of all sealed proposals to the extent such license is required to perform the Contract. The submittal of a utility Contractor's License Number held by a Contractor commits the Responder to utilize that Contractor on the Project. Failure to provide the Responder's Georgia Utility Contractor's License Number on the outside of the sealed proposal will result in rejection of the proposal.

H. Before commencing the work, any person who procures such public work by bidding or proposal shall make an oath in writing that he or she has not directly or indirectly, by himself or herself or otherwise, prevented or attempted to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for

- the work. The oath shall be filed by the officer whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath.
- I. No exclusions or changes from the drawings, specifications or proposal instructions will be permitted without written approval from the Project Manager.
 - J. The Authority pays on a net thirty (30). Invoices for payment can be submitted once the Project Manager signs off on the project that the scope of work is completed to the Authority's satisfaction. Payment will not run later than 45 days.
 - K. This Contractor shall complete Exhibit A of the contract which lists all major material suppliers or sub-Contractors and their approximate contract/purchase order value. On each month's pay application the value which this Contractor paid to any of the major supplier or sub-Contractor shall be listed in the designated area at the center of the pay application. An executed payment affidavit must be received by Authority from the sub/ supplier listed on the pay application **prior** to the release of this Contractor's monthly draw. If this Contractor cannot pay the sub/supplier prior to receiving Authority's payment, or the sub/supplier will not sign the waiver on good faith, a joint check can be issued.
 - L. This Contractor will provide its own temporary lighting if required.
 - M. Overhead and profit shall be limited to ten percent (10%) for any extra work.
 - N. Prior to Contractor beginning the Work, the Authority will issue a Notice to Proceed. Prior to issuance of a Notice to Proceed, Authority and its agents will have a required post-proposal meeting. Contractor may not begin the Work prior to the issuance of the Notice.
 - O. Contractor will mobilize and begin the Work within fifteen (15) days of the date of Notice to Proceed.
 - P. Contractor will complete the Work within ninety (30) days of the Notice to Proceed.

6. Insurance:

- A. Contractor shall furnish Contractor with a Certificate of Insurance that includes coverage and minimum limits as follows:
- B. Worker's Compensation: Employers Liability, whether required by statute or not, for a limit of not less than \$500,000 bodily injury by accident, each accident/ \$500,000 bodily injury by disease, policy limit/\$500,000 bodily injury by disease, each employee, or if greater, in the amounts required by statute.

C. Commercial General Liability (occurrence format, including Completed Operations, Broad Form Property Damage and Contractual Liability for the Indemnification Agreement that will be in the subcontract).

\$1,000,000.00.....Per Occurrence
\$2,000,000.00.....Aggregate

D. Automobile Liability: \$1,000,000.00 Per Incident

E. Excess Umbrella Policy: \$1,000,000.00

F. Additional Insured's: Contractor shall endorse Commercial General Liability, Auto Liability and Umbrella Excess Liability policies to name the Authority as additional insured's on a primary and non-contributory basis for current, ongoing and completed operations for three (3) years after Final Completion of the Project.

G. Subrogation: Contractor and its insurance carrier(s) waive all rights of subrogation against the Owner, Contractor and their officers, directors, shareholders, employees, agents, or appointed representatives unless restricted by state statutes.

H. Indemnity: Contractor hereby agrees to indemnify, defend and hold Contractor, Owner, all subsidiary and affiliated entities of Contractor and Owner, any lender with a security interest in the Project, and each of their respective members, managers, partners, agents, representative, trustees, directors, officers, shareholders and employees, and each of them (collectively, "**Indemnified Parties**") harmless from and against any and all demands, claims, suits and causes of action, liability, costs, incidental and consequential damages, expenses, settlements, and judgments, including without limitation court costs and attorney's fees whether arising at law or equity, in connection with or arising out of: (i) the performance by Contractor or any of its employees, Contractors, suppliers or anyone else for whom Contractor is responsible ("**Contractor Parties**") of Contractor's Work; (ii) any breach by Contractor of this Agreement; or (iii) the failure by Contractor or any Contractor Parties to comply with all applicable laws; or (iv) any liens or other encumbrances on the Work or Owner's property, arising out of Contractor's failure to pay any of its Contractors or suppliers; (v) any alleged violation or infringement of patent, copyright or other intellectual property rights by Contractor or any Contractor Party (collectively or individually, "**Claims**"); or (vi) property damage or destruction (including loss of use resulting there from), bodily injury, sickness, disease, or death. Notwithstanding the foregoing, Contractor shall be liable for Claims in connection with consequential damages only to the extent Authority is held liable for or actually incurs such damages.

I. Bid, Performance, and Payment Bonds: The awarded Responder shall furnish all bid, performance and payment bonds at its own expense.

- J. Subcontractors: Contractor agrees to obligate its subcontractors, if any, to maintain the same types, levels and terms of insurance coverage as required of Contractor, and Contractor shall indemnify and hold harmless Contractor and Owner should it fail to do so.
- K. Form of Policies: All policies shall be written on the ISO form, CG0001, July 1998 or newer edition.

- (1) Insurance certificate must specify Project Name.
- (2) This information is required upon the return of the signed contract.
- (3) This Contractor will not be allowed to begin work on the job site until the insurance requirements have been met and the Operations and Finance Manager has received the certificate.

7. Schedule:

- A. Initial RFP Advertisement Date: May 27, 2021;
- B. Walkthrough Date: June 21st 9:00 am, 2021;
- C. Deadline for all Bid Questions: June 25th , 2021;
- D. Proposal Due Date: Monday, June 28th, 12:00 noon , 2021;
- E. Estimated Proposal Award Date: Monday, July 12th , 1:00 pm, 2021;
- F. Notice to Proceed: On or about July 13th , 2021;
- G. Work Begins: July 15th , 2021;
- H. Work is reviewed by agent: Upon Completion
- I. Work is Completed: October 15th
- J. Total Number of Days to Complete Project: Ninety (90) Days.
- K. The Work may or may not start exactly on the above date; however, Authority will keep Contractor updated to the progress of the job schedule. The Project is to be completed in the same number of days, whether the Work is started earlier or later.
- L. If the allotted time frame is exceeded due solely to the Contractor and additional costs are incurred by Authority, the awarded Responder shall be responsible for said cost.