



**REQUEST FOR PROPOSALS  
FOR  
DESIGN BUILD SERVICES  
FOR THE  
SHADY SIDE DRIVE  
SLOPE STABILIZATION PROJECT**

**City of Clayton, Georgia**

837 Highway 76 W

Clayton, GA 30525

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[bids@cityofclaytonga.gov](mailto:bids@cityofclaytonga.gov)

**FEMA EVENT: 4600DR-GA**

**FEMA PROJECT #: 435773**

**NOVEMBER 03, 2021**

***Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested. Bids will not be accepted without this affixed to the official submitted sealed bid.***



<b>SEALED PROPOSAL • DO NOT OPEN</b>	
<b>SEALED PROPOSAL NO:</b>	<b>RFQ 2021-01</b>
<b>PROPOSAL TITLE:</b>	<b>DESIGN BUILD SERVICES FOR THE SHADY SIDE DRIVE SLOPE STABILIZATION PROJECT</b>
<b>DUE DATE &amp; TIME:</b>	<b>Monday, December 3, 2021, by 12:00 pm</b>
<b>SUBMITTED BY:</b>	_____ (Name of Company)
<b>DELIVER TO:</b>	<b>CITY OF CLAYTON, GEORGIA CITY CLERK 837 HIGHWAY 76 W CLAYTON, GA 30525</b>
<b>DATE &amp; TIME RECEIVED:</b>	_____ (Time to be stamped by City)

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## Attachment A

1. Minimum Technical Requirements
2. RFP Forms 1 through 10

## Attachment B

1. Draft Agreement:
  - a. DBIA Standard Form of Agreement Progressive Design-Build Agreement and Insurance Exhibit
  - b. DBIA Standard Form of General Conditions of Contract Between Owner and Design-Builder.

# SECTION 1. Request for Proposals

## 1.1 RFP Invitation

- 1.1.1 The City of Clayton, Georgia (“Owner” and “City”) extends this Request For Proposals (“RFP”) to solicit a proposal (“Proposal”) from Proposers for Design-Build (“DB”) Services (“Services”) for the Shady Side Drive Slope Stabilization Project (“Project”).

## 1.2 Conceptual Schedule and Construction Costs

- 1.2.1 The Project must be completed as soon as practical as the City, at its April City Council Meeting, declared the situation necessitating this project an emergency.
- 1.2.2 The Project design and construction schedule and Project completion date will be determined by the Design-Builder during the design phase.
- 1.2.3 The cost for the design and construction is expected to be between 2 million and 3 million dollars (\$2,000,000 - \$3,000,000). The Project price will be determined by the Design-Builder during the design phase.

## 1.3 Background and Project Scope of Work

### 1.3.1 Background

- A. The City experienced a grouping of slope instabilities along a 600-ft long segment of Shady Side Drive, on the downslope side of the road between South Main Street and Travelers Lane. These failures developed following a heavy storm event the evening of March 25, 2021 and have continued to worsen since that time. The slopes are steep (approximated at 1:1), about 30 feet tall, and appear to include residual soil of Piedmont origin that includes some localized weathered bedrock outcroppings. The roadway includes buried water, sanitary sewer and natural gas utility lines, and the northbound lane has a steep drop at the soft shoulder and includes a metal guardrail and overhead electric and communication lines. There is no evidence of damage to the utilities, but the shoulder guard rail posts are partially exposed and appear to lean toward the slope. The base of the slope includes a residence and several commercial buildings.
- B. There are four primary failure zones along this segment. These instabilities can be described as mass-wasting failures and do not have the characteristics of a deep rotational failure. The geometry of the failures does not appear to engage the foundational material below the toe of the slope. The generally impacted the entire height of the slope face, with the width limited to 20 to 50 feet at the slope crest that tends to widen toward the toe of the slope. The instabilities were determined to be a potential hazard to residents/workers and structures

near the base of the slope, passing motorists/pedestrians, the roadway infrastructure, overhead utilities, and possibly buried utilities. This issue has resulted in the closure of Shady Side Lane in this area and has been declared an emergency by the City and Federal Emergency Management Agency (FEMA). The City is seeking FEMA funding for this Project.

### 1.3.2 Project Scope of Work

- A. The City desires to enter into a contract with a Design-Builder for design-build services to plan, design and construct a repair and stabilization scheme for this slope. The exact scope of work will be determined by the Design-Builder. The scope of work must be in compliance with Attachment A: Minimum Technical Requirements.

## 1.4 Procurement Process

1.4.1 The Owner will use the design-build project delivery method. The procurement and the provision of Services will be in accordance with the City's Purchasing Policy, the Georgia Code Title 36, Chapter 91, Article 2 §36-91-20 and §36-91-21 and this RFP. Selection of the Design-Builder will be made using a one-step competitive sealed proposal procurement and selection process that will award the project to the responsible and responsive Proposer whose Proposal is determined to be the most advantageous taking into consideration the evaluation factors set forth in the RFP.

1.4.2 The RFP can be downloaded from the site: [www.cityofclaytonga.gov/bid-opportunities](http://www.cityofclaytonga.gov/bid-opportunities).

1.4.3 This site will be updated periodically with Addenda, procurement and RFP information, questions/responses, and other information relevant to the procurement of the Project. Proposers are encouraged to routinely monitor the site.

1.4.4 Questions regarding this RFP and project are to be submitted using the site, under the Modifications to the RFP can only be made by Addenda. Deadline for questions is specified in Section 1.5.2 Please address questions to:

Point of Contact: **Eric Nease (Freese and Nichols) [eric.nease@freese.com](mailto:eric.nease@freese.com)**

1.4.5 Services required consist of design and construction services ("Services") as further described in the RFP and Draft - Design-Build Agreement ("Agreement") included in the RFP.

1.4.6 The Owner intends to enter into the Agreement.

## 1.5 Delivery of Proposals and Procurement Schedule

1.5.1 For the Proposal to be accepted, deliver the Proposal to one of the addresses shown below no later than **12:00 PM on December 3, 2021**. Proposals received after this time will be rejected and returned unopened. Address Proposals to:

**Mailing Address:**  
Rhonda Lunsford, City Clerk  
Clayton City Hall  
837 Highway 76 W  
Clayton, GA 94517

**Physical Address: (Hand Delivery):**  
Rhonda Lunsford, City Clerk  
Clayton City Hall  
837 Highway 76 W  
Clayton, GA 94517

### 1.5.2 Procurement Schedule

Activity	Date
RFP Issuance	November 3, 2021
Proposal Preparation Period	November 3 to December 3, 2021
Deadline for Questions	November 19, 2021
Final Response to Questions	November 24, 2021
Submission of Proposals	December 3, 2021 by 12:00 pm EST
Review and evaluation of Proposals	December 3 – December 17, 2021
Interviews (Owner to hold these dates)	TBD, IF APPLICABLE
Selection of Design-Builder	January 4, 2022
Contract Negotiations	January 4 - 14, 2022
Council Award	January 18, 2022

1.5.3 The Owner assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Proposer.

## 1.6 Point of Contact

1.6.1 To ensure fairness during the procurement process, until the Agreement is executed, each of the Proposers and their employees, representatives and agents shall not contact any Owner's staff, member of selection committee, City Council member, or any other official, employee, representative or consultant (identified immediately below of the Owner involved with this procurement process other than the Point of Contact identified below:

Owner Representatives and Consultants: Freese and Nichols, Inc.

1.6.2 All communications are subject to distribution to all of the Proposers except that Owner will endeavor to prevent disclosure to other Proposers' information unique to a particular Proposer or otherwise identified as proprietary or confidential by a Proposer. The Owner will share with all Proposers all addenda to this RFP including any revisions based on its review of Proposer comment and questions concerning this RFP. The Owner disclaims the accuracy of information derived from any source other than the Owner Representative Contact identified above, and the use of any such information is at the sole risk of the Proposer. Only answers and responses issued by formal addenda shall be final and binding upon the Owner. Oral and other interpretations shall be without legal effect and Proposer shall not rely on such oral and other interpretations.

## SECTION 2. Instructions for Proposers

### 2.1 Defined Terms

2.1.1 Terms used in the RFP will have the meanings indicated in this RFP.

2.1.2 For purposes of this RFP and when used elsewhere in this RFP the following definitions shall apply:

- A. Design-Builder means the Proposer selected for the Project and awarded the Agreement that will execute the Agreement.
- B. DB Team means the team formed by the Proposer for purposes of responding to the RFP.
- C. DB Team Member means a corporate entity or firm or individual included in the DB Team and identified in the Proposal that will provide any of the Services for this Project.
- D. Key Personnel means Project Manager, Design Manager, Lead Designer, Lead Constructor, Project Superintendent, Safety Manager and Quality Control Manager as identified in the Proposer's Proposal.
- E. Lead Designer means the Proposer or DB Team Member having primary responsibility for engineering and design services for the entire Project.
- F. Lead Constructor means Proposer or DB team Member having primary responsibility for construction services for the entire Project.
- G. Proposal means the proposal submitted by a Proposer in accordance with the RFP.
- H. Proposer means the corporate entity or firm that submits the Proposal in response to this RFP and seeks to be awarded the Agreement with the Owner for the Project and if selected for the Project will execute the Agreement.
- I. Request For Proposals (RFP) means this solicitation document which requests Proposals from interested Proposers in the form of a competitive sealed proposal in accordance with Georgia Code Title 36 Chapter 91 Article 2 § 36-91-20 and § 36-91-21.
- J. Services means those services provided by the Design-Builder for design services and construction services described in this RFP and the Draft Agreement which shall be in compliance with Attachment A minimum Technical Requirements.
- K. Subconsultant means an individual or entity having a direct contract with the Design-Builder or with any other Subconsultant for the performance of part of the Services.
- L. Subcontractor means an individual or entity having a direct contract with the Design-Builder or with any other Subcontractor for the performance of part of the Work.

## 2.2 RFP

- 2.2.1 Neither Owner nor Owner's Representatives and Consultants assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete RFP.
- 2.2.2 Prior to the Proposal submission deadline stated in this RFP, submit all questions about the meaning or intent of the RFP, Addenda and the related supplemental information to the Point of Contact as indicated in the RFP. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda. Addenda will be transmitted by email and posted on the site.
- 2.2.3 Owner will make copies of RFP available on the above terms only for the purpose of obtaining Proposals to determine the Proposer that offers the most advantageous Proposal for this Project and does not confer a license or grant permission or authorization for any other use. The ranking will be in accordance with the evaluation criteria and weighting described in the RFP.

## 2.3 Proposal Submittal

- 2.3.1 Proposers are required to submit a Proposal for consideration for the award of the Agreement for the Services.
- 2.3.2 The Proposal shall be completed and submitted in accordance with Section 3 of the RFP.
- 2.3.3 Before submitting a Proposal:
  - A. Examine and carefully study the RFP, including any Addenda and the related supplemental information identified in the RFP.
  - B. Become familiar and satisfied with all federal, state, and local laws and regulations that may affect cost, progress, or the provisions of the Services.
  - C. Carefully study and correlate the information known to Proposer with the RFP, Addenda and the related supplemental information identified in the RFP.
  - D. Promptly give Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFP, Addenda, and the related supplemental information. Determine that the RFP, Addenda, and the related supplemental information are generally sufficient to indicate and convey understanding of all terms and conditions for completion of the Services.
- 2.3.4 All materials submitted to the Owner become public property and are subject to the Open Records laws of the State of Georgia, including O.C.G.A. § 50-18-50, et seq.



## 2.4 Interviews

- 2.4.1 In the case of equal weight between Proposers, the Owner may conduct interviews, at its discretion, with the identified Proposers. The interview will provide an opportunity to demonstrate how the Proposers can provide the most advantageous proposal to the City for this Project. Prior to the interviews Proposers will be notified of:
  - A. The time and place for the interview.
  - B. Interview format and agenda.
  - C. The individuals that are expected to participate in the interview.
- 2.4.2 The Owner will evaluate and score each Proposer interview.
- 2.4.3 Failure to participate in the interview shall result in disqualification from consideration for the Project.

## 2.5 Withdrawal of Proposal

- 2.5.1 Proposers may withdraw a Proposal by providing a written request, duly executed by an authorized representative, and delivered to the Owner at any time prior to the Proposal submittal deadline or within 24 hours after Proposals are opened. If withdrawal is after Proposals are opened, the written request shall demonstrate to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Proposal. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Proposer.

## 2.6 Opening of Proposals

- 2.6.1 Proposals will be publicly opened at the time and place indicated in this RFP. Owner will publicly acknowledge receipt of Proposals received in time to be considered. The names of Proposers submitting a Proposal will be read aloud at this time and place. There will be no further discussion of the Proposals, or the procurement process, and no questions or comments will be received at this time and

## 2.7 Evaluation of Proposals

- 2.7.1 Within fourteen (14) days after the date of opening the Proposals, the Owner will evaluate and rank the Proposals. In evaluating Proposals, Owner will also consider whether or not the Proposals fully comply with the RFP submittal requirements and have been submitted by a responsible and responsive Proposer.

2.7.2 In considering Proposals, Owner will evaluate, score, and rank the Proposals in accordance with the evaluation criteria and weighting set forth in this RFP to determine the Proposal that is most advantageous to the Owner.

2.7.3 The Proposals will be evaluated using the criteria and weighting indicated in the table below.

<b>Evaluation Criteria</b>	<b>Weight</b>
Compliant Proposal Transmittal Letter, Financial Information, Ability to provide bonds and insurance, Direct Financial Questions and Proposer and DB Team Profiles	5
Proposer Experience with Similar Projects	5
Project Organization and Key Personnel	5
Design and Construction Project Approach	20
Cost Proposal	15
Interview (if necessary)	
<b>Total:</b>	<b>50</b>

2.7.4 Material misstatements and/or inaccuracies in the information submitted in the Proposals that was relied upon for evaluation, scoring and ranking may be grounds for rejection of the Proposal for this Project. Any material misstatements and/or inaccuracies, if discovered after award of the Agreement may be grounds for immediate termination of the Agreement, at the Owner’s sole discretion. Additionally, the Proposer will be liable to the Owner for any additional costs or damages to the Owner resulting from such misstatements and/or inaccuracies, including costs and attorney’s fees for collecting such costs and damages.

2.7.5 Submission of a Proposal indicates Proposer’s acceptance of the evaluation criteria and weighting contained in the RFP as well as Proposer’s recognition and acknowledgement that subjective judgments must be made by the selection committee during the evaluation.

## 2.8 Project Security and Insurance

### 2.8.1 Project Security and Insurance

- A. The Draft Agreement sets forth Owner’s requirements as to performance and payment bonds and insurance and additional requirements are listed immediately below.
- B. The penal sums of the performance and payment bonds delivered to the City must be in an amount equal to the total amount payable by the terms of the Design-Build Agreement and shall be increased as the contract is increased.

- C. The Design-Builder shall deliver the bonds not later than the execution of the contract.
- D. Proposers are advised that according to Georgia law, no public works construction contract with a governing authority shall be valid for any purpose unless the Contractor [Design-Builder] shall comply with all bonding requirements of this chapter [Georgia Code Title 36 Chapter 91]. No such contract shall be valid if any governmental entity lets out any public works construction contract subject to the requirements of this chapter without complying with the requirements of this chapter.
- E. The insurance requirements for this Project can be found in the Insurance Exhibit located in Attachment B of the RFP
- F. When the Selected Proposer delivers the executed Agreement to Owner, it must be accompanied by the required certificates of insurance.
- G. Proof of Proposer's Ability to Meet Bonding and Insurance Requirements: Proposers shall submit a letter from its surety and a letter insurance company or insurance agent attesting that the Proposer can meet the requirements for the performance and payment bonds and insurance requirements, respectively.

## 2.9 Inspection and Construction Materials Testing

- 2.9.1 The Design-Builder will be required to provide quality control services. Independent of those Design-Builder services the Owner may provide or contract for inspection services, testing of construction material engineering and verification testing services necessary for acceptance of the Project. The Design-Builder will be required to provide management for coordination of these services.

## 2.10 Services Provided by the Design-Builder

- 2.10.1 The Services to be provided will consist of design services and construction services as more fully described in the Draft Agreement and in compliance with Attachment A Minimum Technical Requirements.

## 2.11 Self-Performance of Construction Work

- 2.11.1 Self-perform will be allowed for the Project and there will be no limitation as to the amount of self-perform Work the Design-Builder could undertake for the Project.
- 2.11.2 Self-perform scope of work and compensation shall be negotiated by the Owner with the Design-Builder.

## 2.12 Validity of Proposals

- 2.12.1 The Proposal will remain in full force and effect for sixty (60) days after the Proposal submission date.

## 2.13 Responsible and Responsive

- 2.13.1 A responsible Proposer is a Proposer that has the capability in all respects to perform fully and reliably the contract requirements.” The terms “fully” and “reliably” authorize the City to consider two distinct categories of criteria: whether the Proposer has the ability to perform, and whether the Proposer is dependable to perform all as determined solely by the City.
- 2.13.2 A responsive Proposer submits a Proposal that meets all the requirements of the RFP and conforms to the material terms and conditions of the RFP, all as determined solely by the City. Any deviation from the requirements of the RFP may be considered non-responsive. However, the City can waive minor deviations
- 2.13.3 The City will reject a Proposal if it is materially incomplete, takes excessive exceptions to material terms and/or conditions of the RFP or contains information that does not appear to demonstrate an ability to meet the RFP requirements, all as determined solely by the Owner. The Owner will apply reasonable judgment, balance, and discretion in deciding whether a Proposals responsive.

## 2.14 Owner Not Responsible for Assumptions by Proposers

- 2.14.1 Each Proposal shall present the assumptions that the Proposer has incorporated into its Proposal. Neither the acceptance by the Owner of a Proposal, nor the participation of the Owner at any interview with the Proposer, nor the decision of the Owner to enter into the Agreement, shall in any way be interpreted as an agreement or approval by the Owner that the assumptions are reasonable or correct or that the Owner accepts any liability for the Proposer’s Proposal. The Owner specifically disclaims responsibility or liability for any Proposer’s assumptions in developing its Proposal.

## 2.15 Rights and Reservations of the Owner

- 2.15.1 In connection with this procurement process, including Proposals their evaluation, the Owner reserves to itself all rights (which rights shall be exercisable by the Owner at its sole discretion) available to it under applicable law, including without limitation, the following with or without cause and with or without notice:
- A. The right to cancel, withdraw, postpone, or extend RFP in whole or in part at any time prior to the award of the Agreement without incurring any obligations or liabilities.
  - B. The right to issue a new RFP or to revise and modify, at any time prior to the Proposal submittal date, information included in the RFP including but not limited to the dates set or projected and factors to be considered in evaluating Proposals and the responsibilities of the Proposers.
  - C. The right to modify the procurement schedule.

- D. The right to waive deficiencies, informalities and irregularities in a Proposal and accept and review a non-conforming Proposal.
- E. The right to suspend and terminate the procurement process or to terminate evaluations of Proposals received at any time.
- F. The right to correspondence with the Proposers to seek an improved understanding of Proposals at any time.
- G. The right to seek or obtain data and information from any source that has the potential to improve the understanding and evaluation of the Proposals.
- H. The right to appoint and change appointees of any selection committee.
- I. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- J. The right to respond to all, some or none of the inquiries, questions and/or requests for clarification received relative to this RFP.
- K. The right to seek clarifications from any Proposer to fully understand information provided in the Proposal.
- L. The right to request additional information from a Proposer during the evaluation of Proposals.
- M. The right to reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP.
- N. The right to conduct an independent investigation of any information, including prior experience identified in a Proposal by contacting project references, accessing public information, contacting independent parties or any other means.

## 2.16 Requirements to Keep DB Team Intact

- 2.16.1 The DB Team proposed by Proposer, including but not limited to the DB Team Members and Key Personnel identified in the Proposal, shall remain on Proposer's DB Team for the duration of the procurement process and, if the Proposer is awarded the Agreement, the duration of the Project. If circumstances require a proposed change to a DB Team Member, it must be submitted in writing to the Point of Contact. The Owner, in its sole discretion, will determine whether to authorize the change. Unauthorized changes to the Proposer's DB Team at any time during the procurement process may result in the elimination of the Proposer from further consideration. If a Key Personnel is longer an employee of the Proposer or DB Team Member, the Proposer shall notify the Point of Contact as soon as this is known and propose an alternate Key Personnel better or as qualified and experienced.

## SECTION 3. Proposal

### 3.1 Proposal Submission

- 3.1.1 Proposer shall provide an original Proposal and three (3) printed copies of the Proposal. Address an outer envelope to the mailing address shown in the RFP. The Proposer assumes full responsibility for ensuring that the Proposal and copies arrive at the prescribed location before the prescribed time.
- 3.1.2 Proposer shall also provide one digital copy of the Proposal in portable document format (pdf) on digital media (such as a thumb drive or jump drive). The Proposal is to be a single file that will print to match the printed copy provided. Confidential information may be provided in a separate file, provided that file is referenced in the Proposal. The Owner assumes no liability for differences in information contained in the printed Proposal and that contained in the digital copy. In the event of a discrepancy, the Owner will rely upon the information contained in the original printed Proposal.
- 3.1.3 Proposer shall enclose the Proposal and copies in one separate opaque sealed envelope plainly marked with the Project name, the name and address of the Proposer. Address an outer envelope to the mailing address shown in the RFP and enclose sealed packages. RFP Form 7 Cost Proposal is to be submitted in a separate opaque sealed envelope within the outer envelope and must be marked with the Project name, name and address of the Proposer and RFP Form 7 Cost Proposal.

### 3.2 Requirements for the Proposal

- 3.2.1 The Proposal must include, as a minimum, the information described in this Section. Failure to submit the required information in the Proposal may result in the Owner considering the Proposal as non-responsive and may result in rejection of the Proposal by the Owner.
- 3.2.2 Except for organizational charts, schedules, exhibits and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper. Charts, schedules, exhibits and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" x 11". All printing, except for the front cover of the PROPOSAL and any appendices, must be a font of not less than 11-point and be single-sided. Audio visual materials including audio tapes, video tapes and CD Rom material will not be accepted.
- 3.2.3 Proposers are instructed to limit the information included in the Proposal to the information necessary to demonstrate the technical, financial, and other qualifications and experience for the Project and any other information specifically requested in this RFP. Proposals should be prepared in a straightforward and concise manner. The Owner is not interested in receiving marketing brochures, promotional material, generic narratives, elaborate binding, colored

displays, etc. in the Proposals. Emphasis should be placed on clarity, brevity, completeness of content, and responsiveness to the RFP requirements.

3.2.4 Proposers must provide the information requested in the RFP. Information is requested, subject to the page limits indicated below. Failure to include the information completely and clearly may result in lower scores in the evaluations.

A. Page Limits (Not to Exceed):

- a. Cover letter- two (2) pages
- b. Proposer and DB team Profiles – four (4) pages
- c. Project Organization and Key Personnel – four (4) pages
- d. Experience with Similar Projects – eight (8) pages
- e. Design and Construction Approach – eight (8) pages

B. Page Limit Exemptions

- a. Proposal front and back cover and Section dividers
- b. RFP Forms 1 through 10
- c. Resumes of Key Personnel

### 3.3 Proposal Format

3.3.1 Section 1: Cover Letter

A. Proposers are free to submit a cover letter of their choice. (Page limit 2 pages)

3.3.2 Section 2: Proposal Transmittal Letter (RFP Form 1)

- A. Proposer shall complete and include RFP Form 1- Proposal Transmittal Letter all blanks, type or print the required information and execute as indicated on the Proposal Transmittal Letter.
- B. Include RFP Form 8 Proposer-Financial Resources, RFP Form 9-Direct Financial Questions and RFP Form 10 -Draft Agreement Comments.
- C. Include the Proof of Proposer Ability to Meet Bonding and Insurance Requirements-Letters from surety and insurance company or insurance agent.

3.3.3 Section 3: Proposer and DB Team Profiles-

- A. Proposer shall provide information as to the history of the Proposer, ownership, organization, and other background information including lines of business and service offerings, locations of home and other offices, years in business and providing design and/or construction

services, including DB services for DB projects, growth over time in terms of number of projects, size of projects, types of projects, firm revenue, number of employees, etc. This narrative shall identify the Lead Designer and Lead Constructor. This narrative should also include a description of any other names the Proposer has had in its history and any related company that is named in the SOQ as to having relevant experience.

- B. Provide the names of the DB Team Members (or indicate the Proposer will serve or have primary responsibility) who will serve as the Lead Designer, Lead Contractor. Provide a brief summary information as to its history, ownership, organization and other background information including lines of business and service offerings, locations of home and other offices, years in business and providing design and/or construction services, including DB services for DB projects, growth over time in terms of number of projects, size of projects, types of projects, firm revenue, number of employees, etc.
- C. Proposer shall indicate in this section the Proposer's intention to pursue self-perform Work for the Project. Proposer shall also indicate any DB Team Member's intention to pursue Work. With the intention, the types of work should be identified.

#### 3.3.4 Section 4: Proposer Experience with Similar Projects

- A. Proposers shall provide prior project experience for Similar Projects as indicated below. Similar Project shall be defined as slope stabilization and/or slope failure repair work. Similar projects shall also have a completed values of between \$1 million and \$10 million and been completed in the past 7 years. Project experience should also identify any proposed key staff that worked on the reference project and their roles.
- B. Provide verifiable examples of three (3) Design-Build Similar Projects (For design-build projects Similar Project is preferred but any civil works design-build project can be submitted) by completing RFP Form 2 for each Similar Project.
- C. Provide verifiable examples of three (3) design Similar Projects by completing RFP Form 3 for each Similar Project.
- D. Provide verifiable examples of three (3) construction Similar Projects by completing RFP Form 4 for each Similar Project.
- E. Provide a brief summary of Proposer's Health and Safety Program. Provide a completed RFP Form 5 Proposer Safety Questionnaire. Please note, Proposers with an EMR higher than 1.0 may be disqualified as a Proposer for the Project.

#### 3.3.5 Section 5: Project Organization and Key Personnel

- A. Describe the functional role and services that will be provided by the Proposer and any DB Team Members. Describe the history of the prior working relationships among Proposer and any DB Team Members working on any past projects.



- B. Provide an organizational chart(s) for this Project showing the functional structure of Proposer's Project team with lines identifying the significant positions and participants (both firms and individuals or positions) who are responsible for the major elements of the provision of the Services and the critical support elements. Key Personnel positions indicated on the organizational chart must have named individuals.

Key Personnel include the Project Manager, Design Manager, Project Superintendent, Safety Manager and Quality Control Manager. The Project Superintendent must be dedicated to this Project full-time for the duration of the Project.

- C. Proposer shall complete and submit RFP Form 6 -Key Personnel Availability.
- D. Include in tabular format the identification and a brief narrative that describes the roles and working relationship of any of the proposed Key Personnel that worked together on any of the projects included in the SOQ or other projects.
- E. For Key Personnel involved in DB projects, please provide a narrative that summarizes their collective experience in providing services for DB project.
- F. Provide a resume for each Key Personnel. Resumes shall not be more than two (2) pages per individual. The Proposer must provide the services of the proposed Key Personnel for the life of the Project as a condition of the Proposal and the Agreement.

### 3.3.6 Section 6: Design and Construction Approach

- A. Provide a narrative that describes your design and construction approach for this project.
- B. Provide a list of the Phase 1 Services that the Proposer intends to perform prior to commencing any construction. The Owner will negotiate the scope and compensation of Phase 1 Services with the selected Proposer.

### 3.3.7 Section 7: Cost Proposal

- A. Proposer shall complete and include RFP Form 7.

### 3.3.8 Financial Resources

- A. Proposer shall complete and include RFP Form 8 Proposer Financial Resources.

### 3.3.9 Direct Financial Questions

- A. The purpose of this section is to elicit information pertaining to unfavorable circumstances or events that have the potential to adversely impact the Proposer's ability to honor its contractual commitments fully and reliably in the provision of the Services. To the extent that any of these questions are answered in a manner that indicates that any of these unfavorable circumstances or events have occurred, it is the responsibility of the Proposer to describe the

unfavorable circumstance or event and provide sufficient information to demonstrate that the unfavorable circumstance or event will not adversely impact the Proposer's ability to honor its contractual commitments fully and reliably in the provision of the Services. Responses to these questions are for Proposer and any predecessor name(s) of Proposer. Proposer shall complete and include RFP Form 9 – Direct Financial Questions.

### 3.3.10 Draft Agreement Comments

- A. During the Proposal Preparation Period, Proposers are encouraged to provide written comments on the Draft Agreement. Based on its assessment of all Proposers' comments, the Owner, in its sole discretion, may make modifications to the Draft Agreement and issue addenda to the RFP containing such modifications.
- B. Each Proposer will be afforded a final opportunity to comment on the Draft Agreement by indicating its comments and/or suggested changes in the Proposal.
- C. The Proposal must include in its Proposal a completed RFP Form 10.
- D. The Owner is not obligated to accept any of the comments or requested changes submitted by the Proposer when negotiating and finalizing the Agreement. Furthermore, the Owner may request additional revisions during negotiations and before finalizing the Agreement.
- E. The Owner expects that this review and comment process will substantially reduce the need for extensive post-selection negotiation as negotiations will be limited to the Draft Agreement comments submitted.

## Attachment A

### Minimum Technical Requirements

The successful Proposer shall agree to design and construct a repair system that will stabilize the slope along Shady Side Drive in Clayton, Georgia. This slope is defined as a 600-ft long segment of Shady Side Drive, on the downslope side of the road between South Main Street and Travelers Lane. Refer to the attached Figure 1 for the project location and limits. The slope is about 30 feet tall on average with slope ratios of about 1H:1V. Portions of this slope appear to have been previously cut for the existing commercial and residential development at the base of the slope. Existing slope instabilities are attributed to erosion from runoff and elevated groundwater and/or saturation from rainfall and surface runoff.

The entire face of this slope segment shall be designed and constructed to repair and stabilize the existing instabilities and to prevent the occurrence of additional slope instabilities in the areas without failures. The type of retention/stabilization system is expected to include a structural system, such soil nails, rock anchors, cantilevered piling, or some combination thereof, but the system type shall be selected and proposed by the Proposer. At a minimum, the system shall meet the following technical requirements:

- The system shall be sealed by a Professional Engineer licensed by the State of Georgia.
- The Design-Builder shall study the slope to the degree necessary to design and construct the proposed system, including the collection of applicable data, such as a topographical survey, control points, understanding of utilities or other obstructions that could impact services provided, geotechnical and geological data and recommendations, permits for construction, etc.
- The design shall provide a 50-year design life.
- As part of the design process, the Design-Builder shall prepare and provide a Design Approach Report to the City for their review. The report shall be submitted prior to mobilization or the purchase of materials for the proposed approach. The purpose of the review will be to confirm that the proposed work meets the needs of the project and addresses the Minimum Technical Requirements that are herein defined. The review is not intended to direct the Design-Builder' design or to provide a detailed technical review of the design documents or calculations. As part of this review process, the City will engage their Technical Advisor as part of the review team. The City will provide review comments to the Design-Build for its consideration.
- The face of the slope shall include a continuous protective facing to control erosion, such as reinforced pneumatically placed concrete or reinforced concrete riprap, to protect the slope face from erosion. This erosion protection shall include a back-drainage system to prevent the accumulation of water behind the facing.
- The permanent slope shall have a minimum factor of safety of 1.5 for global and shallow failure geometries.
- Structural design shall meet the stability requirements of applicable industry standards for the selected system, such as *Federal Highway Administration (FHWA) Geotechnical Engineering Circular No. 7 "Soil Nail Walls"* for soil nail systems; *Post-tensioning Institute (PTI) DC35.1-14: "Recommendations for Prestressed Rock and Soil Anchors"* for rock anchor systems; etc.

- Corrosion protection, to include:
  - Non-corroding materials, such as stainless steel, for all metal fittings/components that are exposed at completion.
  - Minimum concrete coverage for reinforcing steel/fittings based on industry standards.
  - Double corrosion protection of all nail or anchor elements, when used.
  - Weathering steel for exposed pilings.
- Temporary and permanent positive surface drainage and erosion protection of the crest and toe of the slope to prevent the accumulation or ponding of water. These elements shall divert water away from the slope face and slope toe or provide adequate controls and diversions when diversion is not possible.
- Coordinate with the City for permanent surface or subsurface easements related to the system.
- The existing traffic guardrail shall be restored as part of the construction.

Additional considerations during design and construction include:

- The City has closed Shady Side Drive from South Main Street and Travelers Lane to through traffic. Local residents are still able to use the road and access by local residents shall be maintained throughout construction. Exceptions may be granted by the City only in cases where access limitations are acceptable to the City and impacted local residents.
- Work may commence from the crest of the slope within the existing Shady Side Drive ROW. Available workspace at the toe of the slope is generally limited to ten (10) feet from the slope toe due to existing structures. Work from the toe of the slope shall be coordinated with landowners.
- Potential staging areas are shown on Figure 2 The Design-Builder shall seek approval for such areas from City or property owners should Design-Builder determine the need for staging area(s).
- Overhead electrical and communication lines are present along the roadway edge of the northbound lane.
- The roadway ROW has several buried utilities, including water, sewer, and gas.
- The commercial and residential buildings at the toe of the slope are occupied. Proposers shall address associated considerations or coordination issues.
- The slope appears to be comprised of weathered (residual) materials of the Piedmont Physiographic Province. Some isolated bedrock outcroppings were observed along the slope face.
- A Notice of Intent (NOI) under the National Pollutant Discharge Elimination System (NPDES) permit program has not been filed for this project. The successful Proposer shall file their own NOI, when required.

## **Attachment B**

### **RFP Forms**

RFP Form 1 Proposal Transmittal Letter

RFP Form 2 Similar Projects (Design-Build)

RFP Form 3 Similar Projects (Design)

RFP Form 4 Similar Projects (Construction)

RFP Form 5 Proposer Safety Questionnaire

RFP Form 6 Key Personnel Availability

RFP Form 7 Cost Proposal

RFP Form 8 Proposer Financial Resources

RFP Form 9 Direct Financial Questions

RFP Form 10 Draft Agreement Comments

**RFP Form 1**  
**Proposal Transmittal Letter**

(To be on Proposer Letterhead)

Michael Esposito, City Manager  
Clayton City Hall  
837 Highway 76 W  
Clayton, GA 94517

\_\_\_\_\_ (“Proposer”) hereby submits its Proposal for the Shady Side Slope Stabilization Project (“Project”).

Proposer accepts all of the requirements, terms, and conditions of the RFP, including without limitation those dealing with the Bid Bond, required performance and payment bonds and insurance. The Proposal will remain subject to acceptance for forty-five (45) days after the opening of Proposals.

In submitting this Proposal, Proposer certifies, represents and warrants, that:

- A. The submittal of the Proposal has been duly authorized by, and in all respects binding upon, the Proposer.
- B. The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this Proposer Transmittal Letter on behalf of the Proposer and that all representations made on this form are true and accurate.
- C. Proposer has examined, carefully studied and understands and agrees to be bound by the requirements of the RFP, the other related information identified in the RFP, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

- D. All information and statements contained in the Proposal, are current, correct and complete and are made with full knowledge that the Owner will rely on such information and statements in evaluating the Proposal.
- E. The submission of this Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFP and Addenda without exception.
- F. Proposer acknowledges that it is aware and understands the requirements of Georgia Code Title 36, Chapter 91, including §36-91-21 (d) and (e) and Proposer is solely responsible for complying with such.
- G. Proposer is familiar with and is satisfied as to all federal, state, and local Laws and regulations that may affect furnishing the Services.
- H. Proposer has given Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFP and the written resolution thereof by the Owner is acceptable to Proposer.
- I. The RFP is generally sufficient to indicate and convey an understanding of the terms and conditions for the performance of the Services for which this Proposal is submitted.

- J. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly prevented or endeavored to prevent anyone from making a Proposal for this Project therefor by any means whatever, nor caused or induced another to withdraw a Proposal for this Project and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owner.

The following documents are attached to and made a condition of this Proposal:

A. Proposal

1. Cover Letter
2. RFP Form 1 Proposal Transmittal Letter
  - a. RFP Forms 8, 9 and 10
  - b. Proof of Proposer Ability to Meet Bonding and Insurance Requirements: Letters from surety and insurance company or insurance agent
3. Proposer and DB Team Profiles
4. Proposer experience With Similar Projects
  - a. RFP Forms 2, 3, 4 and 5
5. Project Organization and Key Personnel
  - a. RFP Form 6
6. Design and Construction Approach
7. Cost Proposal
  - a. RFP Form 7

The principal contact person who will serve as the interface between the Owner and the Proposer for all communications during the procurement period is:

Name:

Title:

Address:

Telephone:

Email:

The terms used in this letter have the meanings indicated in the RFP. The significance of terms with initial capital letters is described in the RFP.

Proposer agrees that venue shall lie exclusively in Rabun County, Georgia for any legal action.

This Proposal is submitted by:

Name of Proposer and identification of  
Proposer  
(Individual; Corporation; Partnership; Joint  
Venture; other-specify):

If a Joint Venture, the Proposal Transmittal Form  
must be signed by authorized representatives of all  
members of the Joint Venture.

For a corporation indicate the state of  
incorporation with the corporate address. For a

---

*(typed or printed)*

limited liability company indicate the state in which  
company was formed with the company address.

---

By:

Title:

---

*(Individual's Signature)*

**Proposer shall have this form notarized by a  
duly authorized notary public.**

Doing business as:

---

Business address:

---

---

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



**RFP FORM 2**  
**SIMILAR PROJECTS (DESIGN-BUILD)**

Name and location of project	
Project owner	
General description of project and scope of work, including a description of the services provided directly by the Proposer.	
GMP or contract amount and final project amount. If there is a difference, please explain the reasons for such difference. If a lump sum arrangement indicates as such.	
GMP Proposal or projected substantial and final completion dates and final substantial and final completion dates. If there is a difference, please explain the reasons for such difference.	
Change order history on project.	
Indicate the involvement (roles and responsibilities) of any of the Key Personnel proposed for this Project.	
Indicate the involvement of any DB Team Member proposed for this Project.	
Describe any aspects of the project and actions taken by the Proposer that demonstrates why the Proposer could provide the best value to the Owner and/or that would differentiate the Proposer from the other Proposers.	
Provide an owner reference for the project- name, title, email address and telephone number.	

**RFP FORM 3**  
**SIMILAR PROJECTS (DESIGN)**

Name and location of project	
Project owner	
General description of project and scope of work	
Construction cost of project	
Describe if design was completed on time and within owner's budget. If not describe the reasons and circumstances for delays and increased costs.	
Indicate the involvement (roles and responsibilities) of any of the Key Personnel proposed for this Project.	
Indicate the involvement of any DB Team Member proposed for this Project.	
Describe any aspects of the project and actions taken by the Proposer that demonstrates why the Proposer could provide the best value to the Owner and/or that would differentiate the Proposer from the other Proposers.	
Provide an owner reference for the project- name, title, email address and telephone number.	

**RFP FORM 4**  
**SIMILAR PROJECT (CONSTRUCTION)**

Name and location of project	
Project owner	
General description of project and scope of work.	
Bid amount and final contract amount. If there is a difference, please explain the reasons for such difference.	
Bid substantial and final completion dates and final substantial and final completion dates. If there is a difference, please explain the reasons for such difference.	
Change order history on project.	
Indicate the involvement (roles and responsibilities) of any of the Key Personnel proposed for this Project.	
Indicate the involvement of any DB Team Member proposed for this Project.	
Describe any aspects of the project and actions taken by the Proposer that demonstrates why the Proposer could provide the best value to the Owner and/or that would differentiate the Proposer from the other Proposers.	
Provide an owner reference for the project- name, title, email address and telephone number.	

## RFP FORM 5 PROPOSER SAFETY QUESTIONNAIRE

Proposer Safety Questionnaire				
Proposer Name				
Health and Safety				
Please use your OSHA No. 200/300 logs to record the number of injuries and illnesses for the last three (3) years.				
Year (state the applicable years, use most recent)	2017 or 2018	2018 or 2019	2019 or 2020	
Number of Fatalities				
Lost Work Day Cases Incident Rate -1				
OSHA Recordable Incident Rate -2				
Number of Hours Worked				
Total Number of Employees on Your Payroll				
Owner requires CMAR provide the above accident statistics, even though certain companies may not be statutorily required to keep OSHA 200/300 logs.				
-1 The following formula is used for calculating the Lost Work Day Incident Rate:	=	(Number of Lost Work Day Cases x 200,000) divided by Number of Hours Worked		
-2 The following formula is used for calculating the OSHA Recordable Incident Rate:	=	(Number of Recordable Cases X 200,000) divided by Number of Hours Worked		
List your Worker's Compensation (WC) Experience Modification Rate (EMR) for the three (3) most recent years:				
Year (state the applicable years)	Interstate	Intrastate		
2017 or 2018				
2018 or 2019				
2019 or 2020				
Is a letter from your WC insurance carrier certifying the above EMRs attached?	Yes		No	
If your WC carrier has not issued an EMR because you have not accrued enough WC costs, is a copy of your WC Loss Run (available from your WC carrier) attached?	Yes		No	
If the current EMR is greater than 1.0, is a comprehensive written explanation of the safety methods and procedures that are being implemented to reduce this rate attached?	Yes		No	
Has Proposer received an OSHA (or State OSHA) citation within the last five (5) years?	Yes		No	
If answered yes to immediately above question, is there a copy of the citation(s)	Yes		No	
Was the citation(s) contested/vacated?	Yes		No	
If answered yes to immediately above question, please describe				
What specific corrective actions were taken to prevent further injuries/ penalties?				
Does Proposer have a written occupational safety and health program?	Yes		No	
Does Proposer conduct field safety inspections to determine compliance with applicable regulations and procedures?	Yes		No	
Who conducts these inspections (provide position/title)?				
How often are safety inspections conducted?				
Does Proposer have an orientation program for new hires?	Yes		No	

Has Proposer implemented any of the following training programs? If yes, please provide the last date this training was provided or place a "N/A" if the training is not applicable										
Yes	No	Date	Training Program	Yes	No	Date	Training program			
			Asbestos				Hazardous Waste (40 Hour)			
			Blasting/Explosives				Hearing Conservation			
			Blood Borne Pathogens				Heavy Equipment Operation			
			Confined Space Entry				Laboratory Safety			
			Construction (OSHA Certified 10 hours)				Ladder/Scaffolding			
			Construction (OSHA Certified 30 hours)				Lead			
			Cranes Operations				Lockout/Tag Out			
			Electrical Safety				Personal Protective Equipment			
			Excavation Competent Person				Power-actuated Tools			
			Fall Protection				Process Safety Management			
			Fire Extinguishers				Radiation Protection			
			First Aid/CPR				Respiratory Protection			
			Forklift Operations				Welding/Cutting			
Who conducts training (Name and Title)										
Does Proposer have a program in place to discipline workers that perform unsafe work practices?							Yes		No	
Does Proposer have written Accident Investigation Procedures?							Yes		No	
Does Proposer currently maintain a program in compliance with applicable State "Right to Know" laws and the OSHA Hazard Communication Standard?							Yes		No	
Does Proposer hold "tailgate/toolbox safety meetings?"							Yes		No	
If you answered yes, how often are such meetings held?										
Does Proposer have a written Alcohol and Substance Abuse Program?							Yes		No	
If you answered yes to the immediately above question, does it include?										
10-panel substance testing?							Yes		No	
Pre-employment/pre-job assignment testing within 30 days of employment or pre-job assignment?							Yes		No	
Post-accident drug and alcohol testing?							Yes		No	
Random testing (10 percent per month)?							Yes		No	
Reasonable suspicion drug and alcohol testing?							Yes		No	

The undersigned warrants and represents that he/she is authorized to sign this document and that the data and information provided on this document is accurate in all respects.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**RFP FORM 6**  
**KEY PERSONNEL AVAILABILITY**

Information Requested Key Personnel	Project Manager	Design Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name of active project(s) currently working on.					
Percent of time used for this assignment(s).					
Estimated completion date of this assignment(s).					
Date will be available to work on this Project.					
Percentage of time to be spent on this Project.					

## RFP FORM 7 COST PROPOSAL

The undersigned Proposer proposes to furnish all services, materials and equipment required to perform the Design-Build Services (the "Services") in accordance with the RFP, Draft Contract Documents included in Appendix B of the RFP.

The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this Cost Proposal on behalf of the Proposer and that all representations made on this Cost Proposal are true and correct.

The undersigned acknowledges that the Cost Proposal is based on the Draft Contract Documents included in Appendix B of the RFP and as amended by any Addenda during the procurement period.

Cost Proposal

Proposer shall complete, by filling in the blanks and execute this Form and include it in its Proposal.

1. Design-Builder's Fee: \_\_\_\_\_ percent (%) of Cost of the Work.

The percentage stated above is the maximum amount to be paid to the Design-Builder is intended as compensation for its profit for design-build services, as well as its indirect overhead costs not compensated through reimbursement for its General Conditions as defined in the Draft Contract Documents included in Appendix B of the RFP.

2. Multiplier

Multiplier: \_\_\_\_\_ (A number that can include decimal points but not to exceed two decimal points)

Multiplier to be applied to the wages and salaries of the employees of the Design-Builder under Section 7.5.1.1 to 7.5.1.3 in the DBIA Standard Form of Agreement Progressive Design-Build Agreement. See alternate language for Section 7.5.1.4 in the DBIA Standard Form of Agreement Progressive Design-Build Agreement.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**RFP FORM 8**  
**FINANCIAL RESOURCES FORM**

**Proposer Name:** \_\_\_\_\_

Financial Metric	2017 to 2018	2018 or 2019	2019 or 2020
A. Operating Revenues			
B. Operating Expense (not including Depreciation and Amortization)			
C. Depreciation and Amortization			
D. Operating Income (A-B-C)			
E. Net Income			
F. Total Assets			
G. Current Assets			
H. Total Liabilities			
I. Current Liabilities			
J. Net Worth (Equity) (F-H)			

The undersigned warrants and represents that he/she is authorized to sign this document and that the data and information provided on this document is accurate in all respects.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name and Title

\_\_\_\_\_



## RFP FORM 9

### DIRECT FINANCIAL QUESTIONS

Proposer shall complete the form below by incorporating each question's response into the space provide in the Response rows.

Material Adverse Changes in Financial Position. Within the last three years, describe any material, historical, existing or anticipated changes in financial position of the Proposer including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures or divestitures.

Response:

Bankruptcy. Has Proposer ever declared bankruptcy or filed for protection from creditors under state or federal proceedings? If so, when and describe the impact, it would have on the ability to undertake this Project.

Response:

Liabilities and/or Potential Liabilities. List and briefly describe any pending or past legal proceedings within last three years and judgments or any contingent liabilities in which the Proposer or any parents, affiliates and subsidiaries of the Proposer was or is a party that could adversely affect the Proposer's financial position or ability to undertake this Project.

Response:

Completion of Contracts. Within the last three years has the Proposer failed to complete any contract or has any contract been terminated due to alleged poor performance, default, or litigation? If so, described the circumstance.

Response:

Violation of Laws. Has the Proposer been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages? If so, describe the circumstances.

Response:

Debarred from Bidding. Has the Proposer been debarred or are under consideration for debarment on public contracts by the federal government or by any governmental entity in Georgia or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?

Response:

Litigation. Has Proposer been involved in litigation involving owners for construction projects that have been filed within last three years or that are currently outstanding? If so, described the circumstance (if Proposer can discuss at this time).

Response:

**RFP FORM 10**  
**DRAFT AGREEMENT COMMENTS**

Proposer Name: \_\_\_\_\_

Draft Agreement or General Conditions Section Location	Comment Topic	Suggested Change

## **Attachment C**

### **Draft Agreement**

1. Draft Agreement:
  - a. DBIA Standard Form of Agreement Progressive Design-Build Agreement
    - 1). Insurance Exhibit
  - b. DBIA Standard Form of General Conditions of Contract Between Owner and Design-Builder