City of Cumming
City Hall
100 Main Street
Cumming, GA 30040
(770) 781-2010

1-21-2021

Request for Proposal
Cumming City Center

The City of Cumming is requesting proposals from qualified contractors for the **Cumming City Center Project.**

Proposals should be typed or submitted in ink and returned in a sealed container marked on the outside with the **Cumming City Center, Building A, B, C, D, E, F, G, H, L, M Exterior Veneer (Less Masonry)** and City of Cumming. Proposals will be received until **(March 5th, 2021 at 4:30PM)** at Cumming City Hall third floor receptionist desk or by mail. Any Proposal received after this date and time will not be accepted. Bid Bond is Required.

A **pre-proposal conference** is scheduled for **(Feburary 16th, 2021 at 10:00 AM)** at **Cumming City Hall,** Contractors are urged to attend. Questions regarding the project should be directed to **Beltan Properties at the email address of info@beltanproperties.com**, no later than **(March 1st, 2021 at 4:30PM)**. Proposals are legal and binding upon submission. All proposals to be submitted in duplicate. Awarded contractor will be contacted any date after March 11th, 2021.

Cumming City Center Building A, B, C, D, E, F, G, H, L, M – Exterior Veneer(Less Masonry) - Construction of 10 new Buildings, Type IIB, Building Shell. Interior Build-Out by Others at a later time.

RFP is for only Exterior Veneer Contractors on Building A, B, C, D, E, F, G, H, L, M. THIS IS BUILDINGS "A, B, C, D, E, F, G, H, L, M" - This will be all exterior veneer items in plans and specifications, less any masonry. RFP needs to include any wood, cementitious, metal siding packages on buildings and mechanical screening. This is including all siding product as well as any exterior trim. Please exclude any metal coping that would be in roofing scope. Power will be on site. Proposals should be complete with Labor and All Materials. Material testing will apply where applicable. Any lifts for install will need to be included on Proposal.

Link to download Building Drawings:

https://us.workplace.datto.com/filelink/6a392-2a4b0661-be649fcb5e-2

Please Note The Link Also Includes the PROJECT MANUAL

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The written proposal supersedes any verbal or written prior communications between the parties. City of Cumming reserves the right to reject any or all proposals, to waive technicalities and to make an award deemed in its best interest. Proposals may be split or awarded in entirety. City of Cumming reserves the option to negotiate terms, conditions and pricing at its discretion. Companies submitting a proposal will receive award notification via email.

Each proposal will consist of a TECHNICAL proposal and a COST proposal. It is anticipated that a contract for the described services will be entered into with the firm that, in the opinion of the City of Cumming, offers the most favorable combination of qualifications and pricing. This process involves the concurrent review and evaluation of the TECHNICAL and COST proposals. The City of Cumming may request additional information and/or may conduct interviews of responding firms.

The City of Cumming may waive any informalities or minor defects or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. No proposals will be received or accepted after the above specified date and time for the opening of proposals, unless otherwise extended by an Addendum. Proposals submitted after the designated hour will be deemed invalid and returned unopened to the Proposer. No Proposer may withdraw a proposal within 120 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be Awarded within the specified period, the time may be extended by mutual agreement between the City of Cumming and the Proposer.

The proposals will be evaluated on the basis of the information presented in the proposal package, and on an analysis of other publicly available information. The City of Cumming may conduct such investigations or interviews, as it deems necessary, to assist in the evaluation of any proposal submitted and to establish to the City of Cumming's satisfaction the qualifications of any respondent.

The viewing of proposals by competing firms during the evaluation and selection process is strongly discouraged. All proposals will be available for viewing at Cumming City Hall following award of the project.

Proposers must satisfy themselves of the amount of required work and materials by a review of the plans and specifications and including Addenda. After PROPOSALS have been submitted, the Proposer shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. Any request for interpretation of Contract Documents or Addenda shall be made, to **(Phil Higgins, City Administrator via email at phil.higgins@cityofcumming.net.).**

Each proposal must be accompanied by a Proposal Bond or Check payable to the City of Cumming for ten percent of the total amount of the proposal. As soon as the proposal prices have been compared, the City of Cumming will return the Checks or Proposal Bonds of all except the three (3) lowest responsible Proposers. When the Agreement is executed, the Bonds of the two (2) remaining unsuccessful Proposers will be returned. If no Award has been made within 120 days after the opening of proposals, the Proposers may request return of their Checks or Proposal Bonds, if they have not been notified of the acceptance of his/her or their proposal. The Proposal Bond of the

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successful Proposer will be retained until the Performance Bond has been executed and approved, after which, it will be returned. A certified check may be used in lieu of a Proposal Bond. The Proposal Bond shall be secured by a guaranty or a surety company, listed in the latest issue of U.S. Treasury Circular 570, licensed to do business in the State of Georgia.

The party to whom the Contract is Awarded will be required to execute the Agreement and obtain the Performance Bond and the Payment Bond within ten (10) calendar days from the date when Notice of award is delivered to the Proposer. The notice of award shall be accompanied by the necessary agreement and bond forms. In case of failure of the Proposer to execute the agreement, the City of Cumming may, at his option, consider the Proposer in default, in which case the Proposal Bond or check accompanying the proposal shall become the property of the City of Cumming.

The notice to proceed shall be issued within ten (10) days of the execution of the agreement by the City of Cumming. Should there be reasons why the notice to proceed cannot be issued within such period the time may be extended by mutual agreement between the City of Cumming and Contractor. If the notice to proceed has not been issued within the 10-day period, or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.
The City of Cumming may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the City of Cumming all such information and data for this purpose as the City of Cumming may request. The City of Cumming reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City of Cumming that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

The City of Cumming reserves the right to add to and/or delete from the contract after it has been awarded. Proposals may be held by the City of Cumming for a period not to exceed one hundred-twenty (120) days from the date of the opening of proposals for the purpose of reviewing the proposals, prior to awarding the contract.

A conditional or qualified proposal will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each Proposer is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any Proposer to do any of the foregoing shall in no way relieve any Proposer from any obligation in respect to his proposal.

The specifications contained herein are intended to provide performance and material requirements for the execution and completion of this Project. The number and trade names given for any products are taken from various manufacturer catalogs as stated and shall be construed as being descriptive only of type, style, and quality of material required. Material of other reputable manufacturers of equal quality, type and style may be acceptable only if approved by the City of Cumming, unless otherwise specified.

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The Contractor, in signing his proposal on the whole or any portion of the work, shall conform to the following requirements:

(a) Proposals which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.

(b) Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a proposal is signed by an attorney-in-fact, there should be attached to the proposal a power of attorney executed by the partners evidencing authority to sign the proposal.

(c) Proposals which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the wording "By _____". The Corporation seal shall also be affixed to the proposal and the signature shall be attested by the Secretary.

The Proposer to whom the Award is made will be notified at the earliest possible date. The City of Cumming reserves the right to reject any and all proposals and to waive any informality in proposals whenever such rejection or waiver is in its interest.

Proposer must agree to commence work on or before a date to be specified in a written "Notice to proceed" of the City of Cumming. The Contract Time for Substantial Completion shall be **(180 days)**. Proposer must also agree to pay as Liquidated Damages the sum of $500.00 dollars per day for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

The Project contact information below:

Beltan Properties – Attn: Matt Bell
GCCO006562

PO Box 729
Flowery Branch, GA 30542
678-960-3301

Email all inquiries to:

info@beltanproperties.com