

Request for Qualifications: Construction Services for the PAACT Early Childhood Repair and Renovation Grant Program

****Edited to add Responses to Questions (see pg. 10), insurance information (pg. 5 and 10) and reflect rolling deadline****

Requestor: Community Foundation of Greater Atlanta

Point of Contact: Jim Leimbach, (jim.leimbach@cfgreateratlanta.org)

Due Date: Applications will be reviewed on a rolling basis until August 31st at 11:59pm.

Applicants are encouraged to respond as soon as possible.

General Information: The Community Foundation for Greater Atlanta is serving as the fiscal sponsor in support of a repair and renovation effort that will target early childcare providers in Atlanta. The funding for this initiative is part of the American Rescue Plan Act and was allocated by the City of Atlanta in support of the Promise All Atlanta Children Thrive (PAACT) initiative, led by the Georgia Early Education Alliance for Ready Students (GEEARS).

Through this effort, up to 60 early childcare providers will be awarded with funding through a competitive grant process. Providers, with the support of implementation and technical assistance providers Low Income Investment Fund (LIIF) and Reinvestment Fund (RF), will have the opportunity to propose and develop facilities improvement projects of up to \$75,000.

While the individual projects may vary, we expect that they will fall into the following categories:

- ADA compliance or other accessibility improvements
- Fire/life/safety and site security improvements
- Roofing, gutters, and downspouts
- Plumbing and HVAC improvements
- Kitchen improvements (including any fixed equipment)
- Bathroom improvements
- Exterior improvements (e.g., exterior walls, roofing, gutters, doors, windows, gates, fencing, etc.)
- Interior improvements (e.g., flooring, lighting, ceiling, walls, etc.)
- Outdoor play spaces and improvements, including fixed play structures and equipment
- Built-in or fixed furnishings or equipment (e.g., cabinets, countertops, storage, sinks)

Through the grant process, childcare providers will solicit two bids to perform work on their project. One will be selected and, once the grant is finalized, paid by the Community Foundation to complete the work.

The Community Foundation is seeking to establish a pool of experienced contractors who are interested in being considered for these projects. Once pre-qualified, the list of approved contractors will be made available to child care providers selected for the Grant program to provide bids for their projects. Only pre-qualified contractors will be eligible to provide construction services for the Grant projects under this Program.

Pre-Qualification Process

To establish this pool, we invite you to participate in our Request for Information (RFI) process. Your responses to the questions below will assist us in determining your qualifications, experience, and capacity to provide services for these projects. Selection for the pool does not guarantee that you will be selected to perform work.

Please respond to the following questions:

1. Company Information:

- a. Company Name:
- b. Contact Person:
- c. Address:
- d. Phone:
- e. Email:
- f. Website:
- g. Contractor Type:
 - i. General Contractor
 - ii. Tradesperson (please indicate):

2. Experience:

- a. How long has your company been in business?
- b. What experience do you have in providing repair and renovation services for early childhood facilities?
- c. Please provide a list of 3-5 similar projects you have completed in the past five years, including project names, locations, and dollar values.

3. Capacity:

- a. Please describe your firm's capacity to complete multiple projects in the \$20K to \$75K range simultaneously
- b. Number of full-time/part-time staff
- c. Bonding capacity
- d. Please indicate which of the project categories below you have interest and experience in being considered for:
 - ADA compliance or other accessibility improvements
 - Fire/life/safety and site security improvements
 - Roofing, gutters, and downspouts



- Plumbing and HVAC improvements
- Kitchen improvements (including any fixed equipment)
- Bathroom improvements
- Exterior improvements (e.g., exterior walls, roofing, gutters, doors, windows, gates, fencing, etc.)
- Interior improvements (e.g., flooring, lighting, ceiling, walls, etc.)
- Outdoor play spaces and improvements, including fixed play structures and equipment
- Built-in or fixed furnishings or equipment (e.g., cabinets, countertops, storage, sinks)

4. Compliance:

- a. Please describe any experience you have working on projects with City of Atlanta funding or compliance requirements.
- b. You must have a current contractor's license on file with the City of Atlanta building office. Please affirm that you have a current license. **(Y/N/Other)**
 - i. Please share any additional licensing information you have.
- b. Please review **Attachment A** and indicate **(Y/N/Uncertain)** whether you can fulfill the City of Atlanta requirements as described.
- c. Provide information on your company's insurance coverage: general contractor will be required to hold general liability insurance of not less than \$500,000 and Workers Compensation Liability Insurance as required by the State of Georgia. Provider and all representatives will be named as additional insureds as it relates to general liability. General Contractor will also be required to carry the builders risk policy. Proof of insurance with required limits must be submitted before work begins. Please affirm that you can fulfill these requirements. **(Y/N/Other)**

****NOTE: Insurance may be upgraded to meet standards upon successful selection for work. Applicants who do not currently meet these insurance criteria can still be considered.**

5. References:

- a. Please provide three references from past clients who can speak to your company's experience in providing repair and renovation services for early childhood facilities.
 - i. If you have not previously worked on a childcare facility project, please provide references from clients of similar size and type of projects.
- b. Please provide contact information for each reference.

6. Other Information:

- a. Are there any conflicts of interest that could prevent your company from working on these projects?
- b. Is there any additional information you would like to provide?

7. Informational Section (Optional):

This section will not be used in evaluating proposals but exclusively for data purposes.

- a. Is your company on the city's MBFE list?
- b. Does your company have union affiliations? If so, please detail these.
- c. Veteran

8. Submittal of Proposal: Proposals will be accepted until August 31st, 2023.

Thank you for your interest in our RFQ process. We appreciate your time and effort in completing this information. If you have any questions or concerns, please do not hesitate to contact us.

Questions about this RFQ can be e-mailed to jim.leimbach@cfgreateratlanta.org.



Attachment A

Note: This is an extract of the agreement between the City of Atlanta and the Community Foundation for Greater Atlanta. The first sections, 12.1-12.16, are mandatory federal compliance provisions as required by the American Rescue Plan Act (ARPA), which is providing funding for this project. These requirements apply to all contractors and other parties receiving funds from ARPA. The term “subrecipient” applies to construction contractors and sub-contractors contracting with the Community Foundation for Greater Atlanta, which is the fiscal agent for the City of Atlanta for this ARPA project.

The second section below lists Compliance Criteria, which are specific to building contractors.

12.1 Federal Equal Employment Opportunity (EEO) Provision. During the performance of the Agreement and in addition to compliance with the City Equal Employment Opportunity (EEO) Provision of this Agreement, Subrecipient agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Subrecipient not discriminate based on race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. Subrecipient must include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor. Subrecipient further agrees not to discriminate in educational programs and activities relating to this Agreement based on race, color, religion, gender, national origin, age or disability.

12.2 Clean Air Act.

(a) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office.

(c) The Subrecipient agrees to include these requirements in each subcontract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) financed in whole or in part with Federal assistance provided by FEMA.

12.3 Federal Water Pollution Control Act.

(a) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.

(c) The Subrecipient agrees to include these requirements in each subcontract exceeding One Hundred Fifty Thousand Dollars and Zero Cent (\$150,000.00) financed in whole or in part with Federal assistance provided by FEMA.

12.4 Procurement of Recovered Materials.

(a) In the performance of the Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) competitively within a timeframe providing for compliance with the Agreement performance schedule;
- (ii) in accordance with the Agreement performance requirements; or
- (iii) at a reasonable price.

(b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

12.5 Access to Records. The following access to records requirements applies to the Agreement:

(a) The Subrecipient agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Subrecipient agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- 12.6 Department of Homeland Security (DHS) Seal, Logo, and Flags. The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- 12.7 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Service Provider, or any other party pertaining to any matter resulting from the Agreement.
- 12.8 Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider’s actions pertaining to this Agreement.
- 12.9 Copeland Anti-Kickback Act. The Subrecipient shall comply with 48 C.F.R. §22.403, which prohibits Service Provider, and its subcontractors, from inducing any person employed in the construction or repair activity to give up any part of the compensation to which he or she is otherwise entitled.
- 12.10 Rights to Inventions Made Under a Contract or Agreement. Subrecipient acknowledges that, if this Agreement meets the definition of “funding agreement” under 37 CFR §401.2 (a), the Subrecipient shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the City and Treasury.
- 12.11 Contract Work Hours and Safety Standards Act. Subrecipient shall comply with applicable requirements of 40 U.S.C. §§ 3701–3708, which applies to construction projects which exceed \$100,000 and other contracts which are involved in the employment of mechanics and laborers and exceed \$100,000.00.
- 12.12 Debarment and Suspension. Services Provider shall comply with Executive Orders 12549 and 12689 which prohibit contracts to parties listed on the General Service Administration’s List of Parties excluded from Federal Procurement or Non-procurement Programs and Treasury’s implementing regulation at 31 C.F.R. Part 19.
- 12.13 Byrd Anti-Lobbying Amendment. Subrecipient shall comply with the requirements of 31 U.S.C. § 1352 for contracts exceeding \$100,000.00.
- 12.14 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient acknowledges that, in accordance with the requirement of 2 C.F.R. §200.216, Subrecipient is prohibited from obligating or expending ARPA Funds to (i) procure or



obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

12.15 Domestic Preferences for Procurements. Service Providers shall comply with the requirements of 2 C.F.R. §200.322, which applies to purchase orders for services or products under this Agreement. In accordance with 2 C.F.R. §200.322, Subrecipient acknowledges the following:

- (a) “Produced in the United States” means, for iron and steel products, at all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

12.16 Federal Required Assurances and Certifications. Subrecipient shall comply with the additional federal required clauses, regulations, assurances, and certifications as noted below, which apply to Construction Compliance:

COMPLIANCE CRITERIA



1. Builder’s Qualifications

The construction work must be performed by licensed and insured builders:

- Builders that have a State of Georgia Residential-Light Commercial Contractor license or a General Contractor license.
- General Liability insurance of not less than \$500,000 and Workers’ Compensation insurance as required by the State of Georgia

****NOTE: Insurance may be upgraded to meet standards upon successful selection for work. Applicants who do not currently meet these insurance criteria can still be considered.**

The following documents are required to verify builder’s qualifications:

- State of Georgia Contractor’s License, and
- Certificate of insurance **or** insurance policy

2. Construction Monitoring

- The construction work must be inspected periodically to ensure that the work is being done according to the job specifications and meets acceptable quality standards of the building industry.
- The monitoring inspections must be documented by written reports.
- At a minimum, inspections are required:
 - At the start of construction
 - When the contractor request payment
 - At the completion of the job.

The following documents are required to verify construction monitoring.

- Building Permit, *if required by the scope of work*, and
- Final inspection certificate from the Atlanta Office of Buildings, *if required by the scope of work*, and
- Inspection Reports from the construction monitor



3. Construction Payments

Contractors can submit invoices for completed work tasks. Progress payments are allowed.

The following documents are required to certify construction payments.

- Builder/Provider Contract, and
- Cost Itemized Scope of Work, and
- Change Orders (needed if the contract was amended), and
- Builder's Invoice [including. scope of work, price, and signature lines for builder, provider, inspector (if required) and the Foundation], and
- Inspection Report from the construction monitor (see section 2), and
- Payment Verification, and
- Copies of Canceled Checks (front and back) or EFT/Wire transfers

RFQ CONSTRUCTION SERVICES FOR PAACT REPAIR AND RENOVATION PROJECT

Response to Questions

Received by 6.5.23

- **What if I don't currently have my license?**
You must be licensed and insured as described in the RFQ in order to be considered. However, if you obtain licensure during the course of the project, you can make a late submission for consideration.
- **What time does the RFQ close?**
Submissions will be accepted on a case by case basis through August 31st, 2023.
- **What is the timeline of the grant program?**
Provider (grantee) selection is expected to begin in early summer, with contractor bids requested in late summer or early fall. Once contracts are established between providers and contractors, funds will be released according to funding schedules, with initial payments upfront. All project funds are expected to be allocated by June 2024, with most projects completed by then. Given material issues or other delays, some projects may be extended on a case by case basis.
- **What is the total funding for the whole grant program?**
The total funding allocated for this project is \$5 million, with approximately \$3.8 million dedicated directly to labor and material costs for construction.

- **What is the total funding per contractor?**
Once selected for the pool, contractors will be asked to bid by providers. Total funding will depend on the number of projects for which they are selected.
- **How many projects can a contractor be selected for? Is there a cap?**
There is no cap. A contractor can be selected by providers for as many projects as they have capacity to execute.
- **How will projects be selected?**
Providers will apply for funds by describing repair and renovation projects they hope to address. Applications will be vetted based on a number of criteria including provider qualifications, population served, project impact and project feasibility. Providers will receive technical assistance to help define their scope of work before seeking bids.
- **How does the process work for other contractors to be on the list once the RFQ deadline passes?**
Contractors applying after the deadline will be reviewed on a case by case basis. They may be added if they demonstrate merit and fulfill a need that is not yet adequately represented by the existing pool.
- **Who do contractors reach if they have questions about the RFQ?**
Please email jim.leimbach@cfgreateratlanta.org with any questions. You may also review the presentation provided [here](#).