

To: Task Order Contractor

From: Procurement Services

Subject: General Instructions and Information Regarding your Task Order Contract Award

Year Issued: 2018

Dear Task Order Contractor,

Congratulations on winning this award. Our confidence in your ability is based on your written response to our solicitation, your reference checks and known reputation. Winning this award does not guarantee you work but rather places you in a unique and hopefully rewarding position relative to partnering with the Georgia Building Authority to complete work within your expertise in an expedited and routine basis.

So what can you expect?

- (1) As an initiation, we draw your attention to the task order contract itself. There are many provisions and requirements set forth therein all parties must adhere to in their entirety. If you have questions about the administration of the contract please contact the Procurement Services Director or his designee.*
- (2) Your work will be assigned relative to your expertise, availability and price. A project manager leads each GBA project and they will contact you with requests for quotes or proposals. In some instances, you are the only contractor contacted in others you may be competing with other contractors.*
- (3) If your quote is accepted, the Procurement Department will issue to you an Assignment Order (AO) for review and execution on your behalf. Once all pertinent parties at your firm and the GBA execute the AO a certified copy will be sent to you along with a corresponding purchase order (PO). The PO is your instrument to be paid by the GBA and must be referenced on all invoices along with the AO assigned number. Do not proceed with any work until you have received written and signed instructions, a PO or AO. Doing so is at your own risk.*
- (4) Since most of our work is for our tenants, work is not complete until the client/tenant is satisfied along with GBA. Your warranty periods will reflect such conditions.*
- (5) Finally, please note that it is our hope and desire that you succeed because when you do we also succeed.*

Below you will find some useful instructions and information about task order contracts. Please note that it is expected that we hold a "kick-off" meeting with you to clarify and discuss all issues related to your award. We hope when you read this, we have met your concerns and are ready to partner with the GBA.

TASK ORDER CONTRACTORS

- (1) Task Order Contract Assignment Orders. As the successful proposer to the respective solicitation, you shall be granted work through the issuance of "Assignment Orders" as included in your Task Order Contract. Assignment Orders shall be negotiated between the GBA and the you on an event-by-event basis. Expected work shall be within your expertise. Unit pricing shall be in accordance with that pricing provided and accepted by the GBA in response to the RFQC. Where pricing has not been designated, the GBA will negotiate the best possible rate/price based on current market conditions. All pricing offered and reflected on the Assignment Orders will be final. Change orders will not be allowed. All work shall be bid inclusive of all labor, materials, specialties, and appurtenant costs associated with the proper delivery of the work.
- (2) Work Process. GBA may award work to multiple providers to ensure prompt and proper services.
 - a. You will perform its services in a professional manner. Professionalism includes but is not limited to proper dress, non-obtrusive behavior, and prompt delivery of service.

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- b. GBA tenants will expect the utmost discretion from the assigned personnel and management of the project.
- c. All work shall be completed as assigned and within the scheduling agreed to by the parties. Failure to adhere to approved schedules may result in contract cancellation or the assessments of liquidated damages.
- d. Most work will be performed in a “turnkey” manner. Turnkey will be defined by Assignment Order but will generally entail the completion of work such that the tenant and GBA are capable of using the space in the manner it was intended.

(3) Project Elements

- a. All work shall be completed as negotiated and approved by the GBA.
- b. Inability to maintain pricing shall be grounds for contract termination.
- c. Subcontractors are allowed provided the prior written approval of their use is granted by the GBA. Subcontractors shall not provide more than 51% of the work and shall be limited to specialties such as repairs of inadvertent damage, clean-ups, or typical work outside the scope of the contractor and as approved by the GBA.
- d. As applicable, the successful Contractor may hold appropriate trade and supply contracts to complete Assignment Orders.
- e. The GBA may on occasion for planning purposes ask the Contractor to provide estimates and cost evaluations.
- f. The Contractor may be asked to “value engineer” assignments to ensure the most economical manner in which to complete the work.
- g. GBA will manage and administer all work assigned.
- h. GBA will disburse payments as work is properly completed and invoiced.
- i. The Contractor shall administer and be responsible for the progress of the work and the means and methods needed to accomplish a successful completion of the work.

(4) Scheduling

- a. GBA expects the Contractor to provide primary client services. All GBA work shall take precedence over any other work engaged by the Contractor.
- b. The GBA will approve all project specific master schedules.
- c. The Contractor will be on occasion required to work in phases or with multiple starting points to accommodate new construction or ongoing renovations.

(5) Safety. The Contractor shall provide proof of a written safety program ten days after contract award. The plans shall show the manner in which its personnel train and administer the program.

(6) Typical Task Order Contractor Responsibilities

- a. Prepare schedule of work to be reviewed and approved by the GBA.

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- b. Establish and maintain clear lines of communication between the GBA personnel and contractor personnel.
- c. Recordkeeping open and available to public scrutiny.
- d. Provision of properly trained supervisory and laborer personnel.
- e. Protection of all premises including but not limited to walls, floors, carpeting, furniture, fixtures, and equipment.

(7) Damage to GBA or Tenant Property. The Contractor shall be responsible for keeping the facility and GBA and tenant property free of any damage. Damage caused by the movers shall be the sole responsibility of the Contractor up to and including replacement value. Repairs of any damaged property shall not be undertaken unless the Proposer receives the prior approval of the GBA.

(8) Assignment of Work

- a. Task order contracts are an indefinite quantity/indefinite delivery engagement. As such, there is no guarantee that the work shall reach projections regarding value.
- b. Should more than one contractor be selected and all contractors have the same capabilities, the GBA will assign or rotate work in a manner most beneficial to all.
- c. Distribution of assignments may be as follows:
 - i. Order based on the last Assignment Order issued
 - ii. Workload
 - iii. Type of work
 - iv. Order of sequence determined by a blind draw.
 - v. A predetermined cap in contract amount has been reached.
- d. No work shall be commenced until the contractor receives a written confirmation (i.e., Assignment Order or Purchase Order) from GBA Procurement Services.
- e. Failure of a contractor to perform assigned work may result in termination of the award or the suspension of any additional assignments until which time it is deemed by the GBA that the contractor can successfully address an assignment.

(9) Submitting Individual Cost Proposals

- a. When requested by authorized GBA personnel, Contractor will provide cost proposals for each project as designated by the GBA. The proposals will be typically itemized unless otherwise instructed. Itemization includes but is not limited to unit pricing for each element of the work, descriptions and hourly rates for the assigned personnel.
- b. Cost proposals will be submitted as directed by the GBA and failure to do so in a timely basis may disqualify the work's cost proposal. Such forfeiture of opportunities may result in the GBA requesting additional participation of other approved contractors or the removal of the forfeiting party from work assignments.
- c. Proposals exceeding budgeted funds may result in the following:
 - i. Direct negotiations
 - ii. Foregoing the work
 - iii. Direct negotiations with all task order contractors
 - iv. Opening the work to the marketplace.
- d. Upon acceptance of a cost proposal, the GBA shall issue an Assignment Order to be executed by the task order contractor and counter-executed by the GBA. All Assignment Orders shall be comprehensive,

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accompanied by a respective purchase order and include at minimum the following items:

- i. Definite Scope of Work
- ii. Definite time of performance
- iii. A cost proposal from the successful Proposer
- iv. A contract sum
- v. Any applicable special conditions to the work

Owner Rights. The GBA retains the exclusive right to bid any project between the task order contractors or solicit public bids from any contractor pool of its choice. Such rights may be exercised for any and all public work, Proposals, and at any time or for any value of work.

(10)Project Management

- a. GBA Project Management will monitor the work and provide scheduling for all critical steps.
- b. GBA Project Management will hold all necessary kickoff meetings, pre-constructions meetings, progress meetings and the like.
- c. GBA Project Management will issue all Notices to Proceed, cease work or suspend work.
- d. Payment and Performance Bonds will be required on all projects exceeding \$100,000 or more
- e. Failure to complete work in a proper and timely manner may affect future assignments of work.

(11)Expected Work by the Task Order Contractor. Assignment Orders placed under the resulting Task Order Contract are intended to provide rapid response for general construction, new construction, rehabilitation, maintenance or repair of situations relating, but not limited to, site work, infrastructure, mechanical systems, drainage systems, plumbing, utility systems, structural, electrical, HVAC, instrumentation, security and safety areas of GBA facilities. Work may involve various types of facilities, including but not limited to: Administrative and Office Facilities, Training Facilities, Storage Facilities, Dining Facilities, Vehicle Maintenance Facilities, Warehouses, Operational Facilities, etc. Work may also include rehabilitation, renovation and repair of buildings, building additions, pre-engineered buildings and other structures. Horizontal Construction including but not limited to new construction rehabilitation and repairs of parking areas and decks, concrete aprons, sidewalks, storm drainage, landscaping, sodding, pedestrian bridges, parking lots, traffic lines and traffic markings.

- a. Development of a Site Logistics, Safety and Work Plan
- b. Project Management/Site Supervision
- c. Establishment of Weekly project Meetings (Client, Subcontractors and Safety)
- d. Coordination of all Trades
- e. Shop Drawings and Submittals
- f. Reporting and Cost Control
- g. Prepare and Submit Applications for Payment
- h. Final Inspections and Occupancy
- i. Commissioning and Project Closeout

(12)Contractor Performance. All contractors will be graded as to performance on each task order contract assignment order and shall be subject to actions of removal or termination based on and solely by GBA determinations.