

REQUEST FOR PROPOSALS (RFP)
ARCHITECTURAL/ENGINEERING SERVICES
for
FFY 2021 CDBG – CORONA VIRUS PROJECT
FOR THE CITY OF GREEN COVE SPRINGS



RFQ No. 2024-06

Project Name: CDBG – Corona Virus Grant

Contracting Agency: City of Green Cove Springs

Address: 321 Walnut Street

Green Cove Springs, FL 32043

Telephone: (904) 297-7500 ext. 3320

REQUEST FOR QUALIFICATIONS (RFQ) FOR CDBG ARCHITECTURAL/ENGINEERING SERVICES FOR THE CITY OF GREEN COVE SPRINGS FOR A FFY 2021 CDBG CORONA VIRUS PROJECT

The City of Green Cove Springs hereby requests proposals from qualified individuals or firms to provide architectural and/or engineering services for a FFY 2021 Florida Small Cities Community Development Block Grant (CDBG) project in the Corona Virus application cycle.

The project involves the renovation of the Augusta Savage Arts and Community Center to allow for the building to serve as a Corona Virus Testing and Vaccination Center. Architectural and/or engineering services for this project will include, but not be limited to, topographical surveying, testing, engineering design, permitting, bidding, construction administration and resident observation services.

The City anticipates applying for Small City CDBG-CV funding to renovate the building, therefore, procurement and contracting will follow CDBG regulations.

Respondents are required to submit one (1) original and three (3) copies as well as an electronic copy on USB thumb drive in a sealed envelope marked "SEALED PROPOSAL FOR RFP 2024-06 - CDBG-CV RFP FOR ARCHITECTURAL/ENGINEERING SERVICES". Proposals must be received by 10:00 AM local time on November 21, 2024, at the City of Green Cove Springs City Hall, Attention: Kim Thomas, 321 Walnut Street, Green Cove Springs, Florida 32043. Proposals will be publicly opened at 10:05 AM local time on November 21, 2024, at City Hall.

The evaluation criteria that will be utilized in the selection of the program administrator are as follows:

- | | |
|---|--------------|
| 1. Knowledge of State and Federal Regulations governing the CDBG Program as well as other grant programs; | 20 pts. |
| 2. Experience with CDBG Funded Projects; | 20 pts. |
| 3. Management and Staffing, organizational charts, resumes, etc.; | 20 pts. |
| 4. Ability to become Quickly Familiar with Local Conditions; | 20 pts. |
| 5. Experience with Municipal Architectural and/or Engineering Projects; | 15 pts. |
| 6. Certified MBE/WBE/DBE Business. | <u>5 pts</u> |
| Total: | 100 pts |

Negotiation will begin with the firm ranked highest based upon the final rankings.

The City of Green Cove Springs reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposal process and to award the contract(s) in the best interest of the City.

RFP Packages may be obtained at www.greencovesprings.com.

By: Kim Thomas
Executive Administrative Assistant

October 21, 2024

THE CITY OF GREEN COVE SPRINGS SUPPORTS "EQUAL OPPORTUNITY EMPLOYMENT, FAIR HOUSING AND PROVIDING HANDICAP ACCESS".

RFQ PURPOSE

The City of Green Cove Springs anticipates applying for a FFY 2021 CDBG-Corona Virus Cycle grant. The project involves the renovation of the Augusta Savage Arts and Community Center to allow for the building to serve as a Corona Virus Testing and Vaccination Center. More specifically, the project will rehabilitate the approximately 8,000 square foot cafetorium located at the Community Center, which is the site of the historic Dunbar High School.

The proposed project budget is as follows:

Activity Name	CDBG Budget	LMI% Benefit
Construction (includes project delivery)	\$ 1,292,600	At Least 51%
03L – Engineering	\$ 55,000	N/A
21A – Administration	\$ 50,000	N/A
Total	\$ 1,397,600	

SCOPE OF SERVICES

Architectural and/or engineering services for this project will include, but not be limited to, topographical surveying, testing, engineering design, permitting, bidding, construction administration and resident observation services.

Procurement and contracting for all services shall conform to CDBG guidelines, as well as other state and federal regulations including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

EVALUATION CRITERIA

The evaluation criteria that will be utilized in the selection of the program administrator are as follows:

1. Knowledge of State and Federal Regulations governing the CDBG Program as well as other grant programs; 20 pts.
2. Experience with CDBG Funded Projects; 20 pts.
3. Management and Staffing, organizational charts, resumes, etc.; 20 pts.
4. Ability to become Quickly Familiar with Local Conditions; 20 pts.
5. Experience with Municipal Architectural and/or Engineering Projects; 15 pts.
6. Certified MBE/WBE/DBE Business. 5 pts

Total: 100 pts

SUBMITTAL REQUIREMENTS

Respondents are required to submit one (1) original and three (3) copies as well as an electronic copy on USB thumb drive in a sealed envelope marked “SEALED PROPOSAL FOR RFP 2024-06 - CDBG-CV RFP FOR ARCHITECTURAL/ENGINEERING SERVICES”. Proposals must be received by 10:00 AM local time on November 21, 2024 at the City of Green Cove Springs City Hall, Attention: Kim Thomas, 321 Walnut Street, Green Cove Springs, Florida 32043. Proposals will be publicly opened at 10:00 AM local time on November 21, 2024 at City Hall.

Respondent’s proposal shall have each section tabbed according to the evaluation criteria listed above.

PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

EVALUATION OF PROPOSALS

The City of Green Cove Springs will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Green Cove Springs, price and all other factors considered. City will consider such factors as:

- Financial Stability;
- Capability of the Firm;
- Experience of Firm;
- The Firm's total years of operation;
- The Firm's relevant certification(s) and experience;
- The Firm's comparable contracts with other municipalities; and
- The Firm's adherence to the bid process and specifications.

ADDITIONAL INFORMATION

TERM "OWNER"

The term "Owner" where used in these documents, refers to the City of Green Cove Springs.

DATE AND RECEIPT OF RFP

Formally advertised Request for Proposals indicates a time and date for receipt of the RFP. Responses are date stamped upon receipt, those received after the scheduled closing time will be returned unopened to the proposing firm.

WITHDRAWAL OF RFP

The proposing firm may request withdrawal of their sealed proposal prior to the scheduled receipt date and time via written request to the Executive Administrative Assistant. After being opened, the RFP will be valid for 60 calendar days and may not be withdrawn during that time.

CONTRACT AWARD

The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or additional information. The City reserves the right to award the contract to the most responsible and responsive proposing firm, resulting in an agreement, which is most advantageous to and in the best interest of the City of Green Cove Springs. The City shall be the sole judge of the Qualifications and the resulting agreement that is in the best interests, and the City of Green Cove Springs' decision shall be final.

CONTRACT DOCUMENTS

The contract entered into by the City of Green Cove Springs and the Lead Team firm shall consist of this Request for Proposals, any addendum issued including the City's Standard Addendum to all City Contracts and Agreements document, the submitted proposal by the contractor, any approved change orders issued and the Standard Professional Engineering Service Agreement, all of which shall be referred to collectively as the Contract Documents.

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this Request for Proposals, a written addendum will be provided to all known prospective proposing firms which will be posted on City's website. Interpretations, corrections, and changes shall not be binding unless made by Addendum. The proposing firm shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, or in person. All Addenda issued shall become part of the Contract documents. It is the proposing firm's responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged.

TERMINATION FOR CONVENIENCE

The City of Green Cove Springs shall have the right to terminate at the City's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the City of Green Cove Springs.

INDEMNIFICATION REQUIREMENT

The City shall require the following or similar indemnification paragraphs to be made part of the contract(s) as entered into with the successful proposer(s):

The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence.

PROOF OF INSURANCE AND WORKERS' COMPENSATION

The successful Bidder selected for the project will be required to procure and maintain during the life of the Contract with the City of Green Cove Springs, Florida insurance of the type and in the minimum amounts listed below:

- a. Commercial General Liability
 1. General Aggregate \$1,000,000
 2. Products and Completed Operations Aggregate \$1,000,000
 3. Personal and Advertising Injury \$1,000,000
 4. Each Occurrence \$1,000,000

- 5. Fire Damage (any one fire) \$ 50,000
- 6. Medical Expense (any one person) \$ 5,000
- b. Automobile Liability
 - 1. Any Automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage \$1,000,000 as required by Florida law
- c. Workers' Compensation/Employers Liability
 - 1. Workers' Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any work on the contract, certificates of insurance, approved by the City, evidencing the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until fifteen (15) days after receipt of written notice by the City. **All applicable coverages shall name the City as "additional insured".** Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein.

ANTI-COLLUSION REQUIREMENT

Under no circumstances shall any prospective proposer, or any person or persons acting for or on behalf of any said prospective proposer, seek to influence or gain the support of any member of the City Council or the City Staff favorable to the interest of any prospective proposer or seek to influence or gain the support of any member of the City Council or City Staff against the interest of any prospective proposer. Any such activities shall result in the exclusion of the prospective proposer from consideration by the City.

PUBLIC ENTITY CRIMES REQUIREMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in SECTION 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),

Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM

REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to an subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed typed or stamped commissioned name of notary public)

DRUG-FREE WORKPLACE COMPLIANCE FORM

In order to have a drug-free workplace program, a business shall abide as follows:

The undersigned vendor/contractor in accordance with Florida Statue 287.087 hereby certifies that _____ (name of business) does:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the company’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees or drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
- 4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that, _____

_____, (name of business), fully complies/does not comply with the above requirements.

Vendor/Contractor Signature Date

**STANDARD ADDENDUM
TO ALL
CITY CONTRACTS AND AGREEMENTS**

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term "City" means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, or its reasonable expense incurred thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.
8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.
10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.
12. The Contractor shall comply with applicable provisions of Section 119.0701, Florida Statutes and any contract between the parties shall fully comply with such section.

CITY OF GREEN COVE SPRINGS

CONTRACTOR/FIRM/INDIVIDUAL

By: _____
Ed Gaw, Mayor

By: _____
Name: _____ Title: _____

ATTEST:

By: _____
Erin West, City Clerk

ACKNOWLEDGEMENT OF ADDENDUM

I acknowledge the receipt of _____ Addendums to the original RFP.

Company Representative Signature