



REQUEST FOR PROPOSAL  
2024-04

DESIGN/BUILD RIVERS HOUSE RESTORATION

**DESIGN/BUILD – RIVERS HOUSE RESTORATION  
RFP NO. 2024-04  
GREEN COVE SPRINGS, FLORIDA**

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## BID ADVERTISEMENT

Sealed bids will be received by the City of Green Cove Springs, Attn: Kim Thomas, 321 Walnut Street, 2<sup>nd</sup> Floor, Green Cove Springs, Florida 32043, until **2:00 p.m. local time, July 18, 2024** at which time the bids will be publicly opened and read aloud, for the following City of Green Cove Springs project: **RFP 2024-04, Design/Build Rivers House Building Renovation.**

Access to the site prior to bidding is by appointment. Please contact Lyndie Knowles at (904) 297-7051 or [planning@greencovesprings.com](mailto:planning@greencovesprings.com) to make an appointment Monday -Thursday 7:00a.m. to 5:30p.m.

Proposals shall comply with the conditions, instructions, specifications, and terms as described in the bid package. Bids shall be mailed or delivered in person to City Hall, Attn: Kim Thomas, 321 Walnut Street, 2<sup>nd</sup> Floor, Green Cove Springs, Florida 32043. Faxed, electronic, telephonic, website or oral transmittals will not be accepted. Any bid received after the designated closing time will be immediately rejected. Bids shall be sealed in an envelope plainly marked: **RFP 2024-04, Design/Build Rivers House Building Renovation.**

Bidders are expected to fully inform themselves of the requirements of the specifications. Failure to do so is at the Bidder's risk. Bidders will not secure relief on the plea of error or misunderstanding.

Bidders agree by signing and delivering a bid proposal to the acceptance of all terms, conditions, and specifications of the bid package. **Bids are valid for a period of 60 calendar days after date of opening.**

The City reserves the right to accept or reject any or all bids in whole, or any part thereof, waive any or all irregularities, and award the bid to the responsible bidder determined to represent the City's best interests.

Bid packages may be obtained at [www.greencovesprings.com](http://www.greencovesprings.com) or by calling Kim Thomas at City Hall, phone (904) 297-7500, ext. 3320.

By: Lyndie Knowles  
Development Services Representative

June 27, 2024

THE CITY OF GREEN COVE SPRINGS IS AN EQUAL OPPORTUNITY EMPLOYER

## **GENERAL BIDDING PROVISIONS**

### **INCLUSION OF INVITATION TO BID**

Invitation to Bid, as advertised, shall be considered an inclusion of the specifications and contract conditions.

### **TERMS**

Companies submitting a response to this bid will be referred to herein as Bidder. The City of Green Cove Springs will be referred to herein as City, Owner and/or City of Green Cove Springs.

### **PREPARATION OF FORMS**

Bid proposals are accepted only on the Proposal Form provided by the City. Bidders should submit all signatures, information and figures in black ink or typewritten only. Figures written in pencil or any erasures are unacceptable, however, mistakes crossed out and corrections inserted adjacent thereto, initialed in ink, by the person signing the proposal are acceptable. In case of any discrepancies between the unit prices quoted and extensions, the unit price shall prevail.

### **DATE AND RECEIPT OF BIDS**

Formally advertised bids indicate a time and date for receipt of bids. Responses are date stamped upon receipt, those received after the scheduled closing time will be immediately returned unopened to the bidder.

### **EXCEPTIONS TO BID**

Bidders are advised to list any exceptions to the conditions, specifications, or terms of this bid on the Clarifications & Exceptions form provided. The City reserves the right to accept or reject any or all clarifications and/or exceptions noted thereon. If no clarifications or exceptions are stated it is mutually understood that all general and specific conditions are accepted.

### **WITHDRAWAL OF BID**

Bidders may request withdrawal of their sealed proposal prior to the scheduled bid opening time via written request to Kim Thomas, Executive Assistant to the City Manager. After being opened in public at the designated time, bids are valid for 60 calendar days and may not be withdrawn during that time.

### **REJECTION OF BID**

The City reserves the right to reject any or all bids in whole or any part thereof for any reason deemed solely by the City to be in its best interests.

### **INCONSISTENCIES IN CONDITIONS**

In the event of inconsistencies between the General Bidding Provisions and other bid terms or conditions contained herein, the former will take precedence.

### ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all known prospective bidders and available on the City's website. Interpretations, corrections, and changes shall not be binding unless made by addendum. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. All addenda issued shall become part of the contract documents. It is the Bidders responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged on the Proposal Form within this bid.

### DISQUALIFICATION OF BIDDER

#### **Bidders in litigation with the City will be disqualified from bidding.**

Bidders may be disqualified as non-responsive, and rejection of proposals may be recommended to the City for any of (but not limited to) the following causes:

1. Failure to use the Proposal Form furnished by the City.
2. Lack of signature by an authorized representative on the Proposal Form.
3. Failure to properly complete the Proposal Form; provide a Bid Bond or Cashiers Check (if required) or to provide requested data or information.
4. Evidence of collusion among proposers.
5. Unauthorized alteration of the bid forms. The City reserves the right to waive any minor informality or irregularity.
6. Lack of responsibility as shown by past work from the standpoint of quality, progress, and financial ability.

### QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to fulfill the bid obligation. The City reserves the right to reject any bid if information submitted by or investigation of such Bidder fails to satisfy the Owner that the Bidder is responsible and otherwise properly qualified to carry out the obligations of the bid and/or contract.

### BRAND NAMES OR EQUAL

Whenever in this invitation any materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording is intended to facilitate description of the material, process and/or equipment desired and will be deemed to be followed by the words, "or equal".

Proof satisfactory to the City must be provided by the bidder to show that the alternative product is, in fact, equal to the product required in the Specifications. Complete technical data and brochures necessary for proper evaluation of such product shall be submitted with the proposal. The City has sole discretion to make the determination as to whether the alternative product is, in fact, equal to the product required in the specifications. Such decision is final. No substitution will be considered after contract award unless specifically allowed by the contract documents.

#### ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, interest in or to the same or any part thereof, without previous written consent of the City and any sureties.

#### TAXES

The City is exempt from all State Retail Tax and Federal Excise Tax. The price/s bid must be net, exclusive of taxes.

#### FEDERAL, STATE, LOCAL LAWS

All bidders shall comply with all Federal, State, and local laws relative to conducting business in Clay County including, but not limited to, licensing, labor, and health laws. The laws of the State of Florida will govern as to the interpretation, validity, and effect of this bid, its award and any resulting contract entered.

#### COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void. Advanced disclosures of any information to any bidder which gives him any advantage over any other interested bidder in advance of the bid opening, whether in response to advertising or an informal request for bids made or permitted by a member of the City Council or any employee or representative thereof, will void all aspects of that bid solicitation.

## INSTRUCTIONS TO BIDDERS

### PREPARATION OF PROPOSAL

Each Design/Build Firm being considered for this project is required to submit a Technical Proposal. The proposal shall include sufficient information to enable Green Cove Springs to evaluate the capability of the Design/Build Firm to provide the desired services. The data shall be significant to the project and shall be innovative, when appropriate, and practical. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

Each bidder shall submit their bid on the Bid Form included in the RFP. The bidder shall sign the Bid Form and provide all information requested thereon, except if otherwise stated within this Proposal Package. Proposals having any omissions, alterations of form, additions not provided for or conditional bid or irregularities of any kind may constitute the basis for rejection of the bid at the City's sole discretion. No changes in phraseology of forms will be allowed and any such occurrence will result in rejection of the proposal.

### MAILING, RECEIPT, OPENING AND VALIDITY OF PROPOSALS

Proposals shall be submitted in a sealed envelope, marked with the bid number as to indicate the contents without being opened. **ALL BIDS MUST BE SEALED & DELIVERED OR MAILED TO:**

CITY OF GREEN COVE SPRINGS  
321 WALNUT STREET  
2<sup>nd</sup> FLOOR  
GREEN COVE SPRINGS, FL 32043  
ATTENTION: KIM THOMAS

Proposals will be opened in the City Hall Council Chambers, 321 Walnut Street, Green Cove Springs, FL 32043, and read aloud on the date and time specified in the advertisement notice. Bidders and/or representatives are invited to attend.

**Bids received after the scheduled opening time are ineligible for consideration and will be immediately returned to the bidder.** Bids are valid and may not be withdrawn for a period of 60 calendar days after opening.

### PRE-BID ON-SITE INSPECTION

Site inspections are available by appointment. Please contact Lyndie Knowles by email [planning@greencovesprings.com](mailto:planning@greencovesprings.com) or phone 904-297-7051. This will give bidders an opportunity to inspect the house and ask questions to the City representatives prior to submitting the bid.

### RETURN OF BID PACKAGE

Bidders shall use and return only the forms of information requested. Any substitution of the provided forms to be returned shall constitute grounds for rejection of their bid. Bidders shall submit one original and one PDF copy on flash drive.

Submittal deadline: July 18, 2024 at 2:00 PM

Please label sealed envelope: RFP No. 2024-04, Design / Build Rivers House Building Renovation

The bidder has the sole responsibility to have the response received by the City of Green Cove Springs at the above address and by the submittal deadline. Please note the City is not responsible or liable for the U.S. Postal Service or any other type of private postal or parcel carrier.

#### OBLIGATION OF BIDDER

At the time of bid opening, bidders will be presumed to have read and be thoroughly familiar with all contract documents and specifications and the local conditions and to have visited or inspected the project site, if applicable. Failure or omission of any bidder to examine any form, instrument condition, or document and to have visited or inspected the project site shall in no way relieve him of any obligation to enter into a contract and provide delivery in strict accordance with this Bid Invitation, nor shall such failure or omission constitute the basis for an adjustment in contract price. Bidder has correlated its personal observations with the requirements of the proposed contract documents.

#### PROPOSAL FORM COMPLETION

Bidder must use the enclosed Proposal Form. All items must be completed. The City reserves the right to award separately or as deemed in the best interest of the City. Each space on the Proposal Form must be completed, as requested, with no alternatives presented, except as specifically provided for. A price for all tree diameters must be given for consideration of bid award. The Proposal Form shall be typed or written legibly by pen and must be signed by an authorized representative.

#### PRICE DISCREPANCIES

In the event there are unit price items in a proposal schedule and the “amount” indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of the prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Bidder will be bound by said corrections.

#### BID SECURITY, RECEIPT AND RETURN POLICY

No bid bonds are required for this bid invitation.

#### LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

N/A

#### TIME OF COMPLETION

Bidder agrees that time is of the essence in connection with performance, delivery, and/or the services of this contract.

#### SECURITY FOR FAITHFUL PERFORMANCE (BONDING REQUIREMENTS)

Bidders are advised that payment and performance bonds with a surety acceptable to the City shall be provided to the City upon receipt of a signed contract or purchase order for faithful delivery or performance of items or services as stated in this Bid Invitation. Performance bonds shall include provisions for the City's delay or liquidated damages.



The successful Bidder shall furnish within ten (10) consecutive calendar days after written notice of award, a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

#### POWER OF ATTORNEY

The Attorney-in-fact who signs bid bonds or contract bonds shall file with each bond a certified and effectively dated copy of his Power of Attorney.

#### LAWS AND REGULATIONS

All applicable Federal, State, and local laws, ordinances, regulations, and rules of all authorities having jurisdiction over construction of this project shall apply to the contract throughout. They shall be deemed to be included in the contract the same as though herein written out in full.

PUBLIC RECORDS LAW – Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

CONTRACTOR shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Contract. Specifically, the SERVICE PROVIDER must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed under the contract.
- (2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer at no cost to the City for all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in their possession and shall promptly provide the City a copy of their response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the City.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONTRACTOR CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

### CITY'S RIGHT TO REJECT BIDS

The Owner reserves the right to reject all proposals, to reject any single proposal failing to comply with the terms and conditions of the bid's forms, and to waive irregularities and informalities. No bid shall be considered that fails to comply with the conditions, terms, or minimum specifications as stated in the bid forms or procedures for submittal of bids as authorized in the official advertisement notice and/or other documents pertaining to the bid as authorized by the City.

### WRITTEN ADDENDA TO BID

Written addenda issued by the City prior to the bid opening shall be binding as if initially written into the Bid Invitation or Specifications. Bidders shall acknowledge receipt of the same in writing as indicated on the Proposal Form. No verbal representation of the City, its employees, or agents shall be binding, and bidders shall not rely upon them.

### COMPLETION OF W-9 FORM

All Bidders shall complete and return a W-9 Form. If not then attached, the City will consider granting the bidder an additional three (3) business days following the bid open date to provide the W-9 Form.

### COMPLETION OF PUBLIC ENTITY CRIME STATEMENT FORM

Bidders shall execute the enclosed Form PUR.7068, SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES, including proper checks in the spaces provided and enclose it with the Proposal Form. Corrections to the form will not be allowed after the proposal is received and/or opened.

This form must be included with the bid at the time of bid opening. If not then attached, the City will consider granting the bidder an additional three (3) business days following the bid open date to provide the PUBLIC ENTITY CRIME STATEMENT Form, otherwise the proposal will be rejected.

### COMPLETION OF DRUG FREE WORKPLACE COMPLIANCE FORM

Bidders must complete and return with their Proposal Form the enclosed Drug Free Workplace Compliance Form.

### COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws and codes regarding working conditions, hours of employment, overtime regulations, methods, and rates of pay and any other regulations regarding employer-employee relationships. Contractors shall provide, at Contractor's expense, all tools of the trade and equipment necessary to perform the work to the City of Green Cove Springs specifications.

**PROOF OF INSURANCE AND WORKER’S 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 \$2,000,000
  - 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) \$ 10,000
  
- b. Automobile Liability
  - 1. Any Automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage as required by Florida law \$2,000,000
  
- 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

**SMALL AND MINORITY BUSINESSES**

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. Small and Minority Businesses must submit a copy of their certification issued by the State of Florida, declaring they are in fact a small and/or minority business.

**REFERENCES**

Bidders should include on the included “Reference” sheet, at least three (3) references for which similar services have been provided in the last five years. City will require references from at least one other municipal government or utility.

**ADDITIONAL INFORMATION OR QUESTIONS**

Requests for additional information or questions concerning aspects of this Bid Invitation are to be directed to Kim Thomas, at (904) 297-7500 ext. 3320 between 7:00a.m. and 5:30p.m., Monday through Thursday, except legal holidays or by email at [kthomas@greencovesprings.com](mailto:kthomas@greencovesprings.com).

## **SPECIFICATIONS & PERFORMANCE STANDARDS**

### **RFP No. 2024-04, DESIGN/BUILD RIVERS HOUSE BUILDING RENOVATION**

#### **I. Scope of Work**

The City of Green Cove Springs has issued this Request for Proposal (RFP) to solicit proposals for renovation of the Rivers House located at 219 Spring Street in Green Cove Springs, Florida.

##### **A. Description of Work**

The City of Green Cove Springs is seeking to a design/build firm to permit and restore the approximately 2,246 square foot, 2-story residential frame vernacular structure. The primary house was constructed in 1889 and is a contributing structure in the City's National Historic District. The work is to bring the site up to the Florida Building Code for the exterior of the residence and to enhance the aesthetic appeal of the building. A future phase with funding not included in this bid shall address interior buildout based on a non-residential use that has not been determined at this time.

##### **Demolition**

- The left side enclosed porch shall be demolished see photo #2, page 5 of the Hulsberg Limited Structural Assessment report, which was completed on June 16, 2023 and is attached.
- The rear addition shall be demolished, see photo #5, page 7 of the Hulsberg Assessment Report
- Salvage siding and sink.
- Salvage all bricks for future use
- Provide demolition plans to be permitted through the City's Building Department

##### **Wood Decaying Organism (WDO)**

WDO Analysis pursuant to the observations of the Hulsberg Assessment Report shall be provided. Provide WDO fumigation/tent treatment is recommended.

##### **Building Restoration**

Building exterior shall be restored to meet the Florida Building Code requirements for the R-3 Occupancy Classification.

This shall generally include but is not limited to:

- Addressing the recommendations set forth in the Hulsberg Assessment Report
- Correcting the foundation, where necessary,
- Replacing all rotten beams and supports,
- Replacing all deck components/decks,
- Adding exterior wall sheathing and replacing missing siding,
- Verifying the roof components are structurally adequate and intact, (dried in)
- Providing infill walls where additions were removed, and

- Painting the exterior of the residence possibly to include metal roof

### **Detailed Improvements:**

#### **Foundation**

- Provide construction design plans addressing foundation and closure of openings created from demolition from a Professional Engineer or Architect
- Design criteria for load requirements shall meet the threshold for assembly occupancy in preparation for potential building use.

#### **Roof**

- Replace wood rot damaged joists at eaves

#### **ALTERNATIVES:**

- Remove metal tiles and install roof sheathing with peel and stick moisture barrier
- Reinstall metal roof tiles
- May require some roof joist bolstering/ collar ties, and fasteners
- Replace missing metal shingles

#### **Porch Roof (approximately 1,315 SF)**

- Asphalt flat roof remove and replace rotten sheathing
- Replace any damaged roof joists
- Install standing seam metal roof, flashing and drip edge
- Replace missing/rotten fascia
- Replace missing post column at west elevation

#### **Siding and Trim**

- Replace missing or damaged window trim
- Replace missing or damaged siding, (can use some salvaged siding from demo)
- Replace shutters

#### **Deck around north and west elevations**

- Correct foundation
- Replace outer joists that have water or wood rot
- Replace missing or damaged deck boards
- Replace deck handrails

#### **PAINT**

Exterior of Residence

Permitting for this project will be through the City of Green Cove Springs. The selected firm is responsible for obtaining the applicable permits from the City Building Department. All Permit Fees will be paid directly by the City of Green Cove Springs and shall not be the responsibility of the selected firm.

The proposal shall price the following items separately:

- Phase 1: Building Demolition
- Phase 2: WDO Analysis
- Phase 3: Building Restoration

### **B. Responsibility**

The Design/Build Firm shall be responsible for design, the acquisition of all permits, and construction indicated in the RFP. The Design/Build Firm will coordinate all utility connections to five (5) feet outside the building.

The Design/Build Firm shall demonstrate good project management practices while working on this project. These include communication with the City and others as necessary, management of time and resources, and documentation. The quality of all material must meet the highest standards and must be installed using the best practices of the construction industry. Used or re-purposed material and equipment shall not be used in the construction of this facility, unless otherwise specified.

### **C. Codes and Standards**

The successful Proposer shall design and construct the improvements in accordance with the latest editions of all applicable codes, including but not limited to, applicable codes and standards published by the following:

- a. Americans with Disabilities Act (ADA)
- b. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
- c. National Fire Protection Association (NFPA)
- d. State of Florida Building Code (FBC)
- e. State of Florida Fire Prevention Code (FFPC)
- f. Underwriters Laboratories (UL)
- g. Leadership in Energy and Environmental Design (LEED)

## **II. Threshold Requirements**

### **A. Non-Responsive Proposals**

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design/Build projects are those proposals

wherein the same Engineer is identified in more than one proposal),, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design/Build Firms for Federally Financed or Assisted Projects.

#### **B. Waiver of Irregularities**

Green Cove Springs may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. Any design submittals that are part of a proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. Green Cove Springs, at their discretion, may elect to consider those variations rather than rejecting the proposal.
3. The Proposer who is selected for the project will be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.
4. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Green Cove Springs policies. Innovation should be limited to Design/Build Firm's means and methods, approach to project, use of new products, new uses for established products, etc.

#### **C. City of Green Cove Springs' Responsibilities**

This Request for Proposals does not commit Green Cove Springs to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services. Proposers shall examine the RFP Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished.

#### **D. Design/Build Contract**

Green Cove Springs will enter into a Lump Sum contract with the successful Design/Build Firm. In accordance with Section III, the Design/Build Firm will provide a schedule of values to City of Green Cove Springs for their approval with proposal submittal. The total of the Schedule of Values

will be the lump sum contract amount. The terms and conditions of this contract are fixed price and fixed time. The Design/Build Firm's submitted proposal (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Request for Proposal.

### **III. Project Requirements and Provision for the Work**

#### **A. Innovative Aspects:**

All innovative aspects shall be identified separately as such in the Technical Proposal.

An innovative aspect does not include revisions to specifications, standards, or established City policies. Innovation should be limited to Design/Build Firms means and methods, approach to project, etc.

#### **B. Verification of Existing Conditions:**

The Design/Build Firm shall be responsible for verification of existing conditions, including research of all existing City of Green Cove Springs and other information.

By execution of the contract, the Design/Build Firm specifically acknowledges and agrees that the Design/Build Firm is contracting and being compensated for performing thorough investigations of existing building conditions to support the design developed by the Design/Build Firm and that any information is being provided merely to assist the Design/Build Firm in completing thorough site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

#### **C. Submittals:**

##### **1. Plan Submittals:**

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The particular phase of each submittal shall be clearly indicated on the cover sheet. The Design/Build Firm shall provide copies of required review documents as listed below for review by the City once the firm has been selected. The City does not expect the Design/Build Firm to submit a detailed set of plans at time of bid.

#### **Construction Plans**

- 1 original PDF list of Schedule of Values
- 1 complete project PDF of plans and other documents
- Printed or electronic sets necessary for permitting to the City of Green Cove Springs Building Department.



**Record Set:**

The Design/Build Firm shall furnish to Green Cove Springs, upon project completion, the following:

- 1 set of 11” X 17” red-lined field drawings to reflect actual installations.
- 1 PDF of red-lined field drawings to reflect actual installations.

The Design/Build Firm’s Professional Engineer in responsible charge of the project’s design shall professionally endorse (sign and seal) the record prints, the special provisions and all reference and support documents.

The Design/Build Firm shall complete the record set as the project after the project has been constructed. The record set becomes the as-builts at the end of the job and signed/sealed changes are by the EOR. The record set shall reflect all changes initiated by the Design/Build Firm or Green Cove Springs in the form of revision. The City’s Project Manager shall do a review of the record set prior to final acceptance in order to complete the record set.

**D. Project Schedule:**

The Design/Build Firm shall submit a project schedule, to establish the contract duration as part of the Technical Proposal. The proposed schedule should allow 7 calendar days (excluding Holidays) for City review of all design submittals and shall not extend beyond nine (9) months for total construction and project completion.

**E. Key Personnel/Staffing:**

The Design/Build Firm’s work shall be performed and directed by key personnel identified in the Technical Proposal by the Design/Build Firm. Any changes in the indicated personnel shall be subject to review and approval by the City’s Project Manager. The Design/Build Firm shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455 and Chapter 553.

**F. Meetings and Progress Reporting:**

The Design/Build Firm shall anticipate periodic meetings with City personnel and other agencies as required for resolution of design and construction issues. These meetings may include:

- Technical issue resolution
- Permit agency coordination
- Local government agency coordination
- Scoping Meetings
- Public Involvement
- Utility Meetings
- Design Kickoff Meeting

- Comment Resolution
- Pre-construction Meeting

During design, the Design/Build Firm shall meet with the Green Cove Springs' Design Project Manager on a biweekly basis and provide two-week look ahead of the activities to be completed during the upcoming two weeks.

During construction, the Firm shall meet with the Construction Project Manager on a bi-weekly basis and provide a two-week look ahead for activities to be performed during the coming week.

The Design/Build Firm shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

The Design/Build Firm shall provide plans and/or comment responses for discussion at a comment resolution meeting at each phase submittal. The comment resolution meeting(s) shall be shown in the project schedule. The Design/Build Firm shall provide responses to the comments within fifteen (15) working days of the completed comments from the City's review staff.

#### **G. Schedule of Values:**

The Design/Build Firm will be responsible for invoicing Green Cove Springs based on current invoicing policy and procedure. Progress payment invoices may be submitted no more often than monthly. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values.

Final payment will be made upon final acceptance by Green Cove Springs of the Design/Build project. The Design/Build Firm must submit the schedule of values to the City's Project Manager for approval. No invoices shall be submitted prior to City approval of the schedule of values.

Upon receipt of the invoice, the City's Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

#### **H. Construction Inspection:**

Construction Inspection services will be provided by the City and shall not be included in price as part of this proposal.

### **IV. Design and Construction Criteria**

#### **A. Shop Drawings:**

The Design/Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be submitted to the City's Project Manager and shall bear the stamp and signature of the Design/Build Firm's Contractor Engineer of Record (EOR), and Specialty Engineer and signed and sealed by the Contractor's EOR or the Specialty Engineer as appropriate.

Green Cove Springs shall review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the Design/Build Firm. Green Cove Springs' procedural review of shop drawings is to assure that the Design/Build Firm and the EOR have both accepted and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. Green Cove Springs' review is not meant to be a complete and detailed review. Upon review of the shop drawing, Green Cove Springs will stamp "Released for Construction" or "Released for Construction as noted" and initialed and dated by the reviewer.

**B. Sequence of Construction and Post Construction:**

The Design/Build Firm shall construct the work in a logical manner. The firm shall also coordinate with other tenants in the classroom building in order to maintain direct access and minimize impact to their operations.

**V. Technical Proposal Requirements:**

**A. General:**

Each Design/Build Firm being considered for this project is required to submit a Technical Proposal. The proposal shall include sufficient information to enable Green Cove Springs to evaluate the capability of the Design/Build Firm to provide the desired services. The data shall be significant to the project and shall be innovative, when appropriate, and practical. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

**B. Submittal Requirements:**

The Technical Proposal shall be bound with tabs labeled Section 1 through Section 7 with the information, paper size and page limitation requirements as listed below.

A copy of the complete "Technical Proposal" must also be submitted in PDF format on a flash drive with a minimum font size of twelve (12).

## Section 1: Written Technical Proposal

- Paper size: 8½” x 11”, additional larger charts and graphs may be provided if folded neatly to 8½” x 11”
- Maximum allowed pages: 10 (larger pages folded are considered one page)

The minimum information to be included:

- Approach and Understanding of the Project:

The Design/Build Firm shall present a comprehensive plan for completing the specified work. The plan should address all significant construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the project.

- Staffing Plan:

The Design/Build Firm shall submit a staffing plan, which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, technical, construction and administrative services required. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. Green Cove Springs must approve any changes to the Project Management and Key Personnel. Other items to be included in the discussion of the staffing plan are:

1. Man-loading requirements (both quality and quantity) for all technical services.
2. Man-loading capabilities of all team firms.
3. Man-loading availability for the project.

- Responsible Office:

Design/Build Firms being considered for this project may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

- Company Background Qualifications:

Provide a brief history of your company and all sub-contractors/sub-consultants involved in this proposal. Include information such as when it was founded, types of construction services provided.

- List of projects:

List all projects of similar scope completed within the last five years, preferably for local municipalities/governments. The project list should include the name, address, telephone number and email address of a contact person for each project cited.

- Other Appropriate Data:

Statement of Bidders Qualifications (form attached)

W-9 (form attached)

Certificate of Insurance

General Contractor License (provide a copy)

Other data demonstrating the ability of the Design/Build Firm to provide the desired services may be included in the Technical Proposal.

- Coordination:

During the performance of the services, coordination must be maintained with Green Cove Springs and/or other agencies. A suggested method for assuring proper coordination shall be addressed in the Technical Proposal.

## **Section 2: Resumes of Key Project Personnel**

- Paper size: 8½" x 11"
- Maximum allowed pages: 20 (Each Résumé is limited to one (1) page per person)
- The minimum information to be included: experience directly relevant to this project for each key project personnel identified in staffing plan.

## **Section 3: Proposed Schedule**

The Design/Build Firm shall submit a project schedule, to establish the contract duration as part of the Technical Proposal. The proposed schedule should allow 7 calendar days (excluding Holidays) for City review of all submittals and shall not extend beyond June 14, 2024 for total construction and project completion.

- Paper size: 8½" x 11" or larger if folded neatly to 8½" x 11"
- Maximum allowed pages: 1
- The minimum information to be included in the summary schedule of anticipated major milestones and their associated phasing as follows:

Anticipated Award Date (Currently the May 7, 2024 Council Meeting)

Design Schedule

Design Reviews by City

Permitting  
Start of Construction  
Construction Milestones  
Construction Phasing  
Final Completion Date for all Work

**Section 4: Innovative Aspects**

- Paper size: 8½" x 11"
- Maximum allowed pages: 2
- Any supportive information associated with the innovative aspects being proposed.

**Section 5: Quality Management Plan**

- Paper size: 8½" x 11"
- Maximum allowed pages: 2
- Summary Only

**Section 6: Design/Build Firm Contractor Guaranteed/Value Added**

- Paper size: 8½" x 11"
- Maximum allowed pages: 4

**Section 7: Design/Build Support Documents**

- Paper size: 8½" x 11"
- Maximum allowed pages: 10

## PROPOSAL EVALUATION

### Evaluation Committee

Green Cove Springs will appoint staff to serve on the Evaluation Committee. The Evaluation Committee will review, evaluate, and make recommendations regarding the Proposals according to the criteria set forth in this RFP. The Evaluation Committee, at its sole discretion, shall have the right to seek written clarifications and/or additional information from Proposers, verify information submitted and check project references, in order to fully understand the Proposals.

### Evaluation Process

Proposal Documents must be submitted by the Submittal Deadline specified. Once received, the review and notification process will be as follows:

- a. The Evaluation Committee will review and then provide an overall score for each Proposal. The Evaluation Committee shall provide the rankings to the Board with the recommendation for selection of a Firm.
- b. The City Council shall review and consider the Evaluation Committee's rankings and recommendation. The Council may require Firms to make oral presentations to the Council. The Council shall make the final selection and award and may direct staff to negotiate an Agreement with the Selected Proposer, as it determines to be in the best interest of and most advantageous to Green Cove Springs.

## RESPONSE SUBMITTAL FORMAT

1. **Price Proposal:** The proposal shall be for the Lump Sum cost to perform all work proposed in this RFP. Provide a schedule of values with proposal. The City reserves the right to request additional breakdown of cost if necessary, at time of evaluation of proposals.
2. **Personnel and Adequate Resources:** Provide project staffing plan along with details and experience of proposed staff. This is to include information related to where said services will be provided, number of staff assigned to the projected and current workload and resumes of key project personnel.
3. **Project Approach and Schedule of Completion of the Project:** Include a narrative to show the proposer has an understanding of the scope and objectives to be performed. The proposer should describe the approach to the services as required and the specific work plan, including implementation plan and schedule to be employed to complete the work.
4. **Company Background Qualifications:** Provide a brief history of your company and all sub-contractors/sub-consultants involved in this proposal. Include information such as when it was founded, types of construction services provided.

5. **List of projects:** List all projects of similar scope completed within the last five years, preferably for local municipalities/governments. The project list should include the name, address, telephone number and email address of a contact person for each project cited.

**SELECTION AND EVALUATION CRITERIA**

Proposals submitted in response to this RFP will be evaluated and ranked according to the following evaluation criteria set forth in this Section:

<b><u>Evaluation and Ranking Criteria</u></b>	<b><u>Ranking Weight</u></b>
Price Proposal.....	70 Points
Personnel and Adequate Resources.....	10 Points
Project Approach/Schedule of Completion.....	10 Points
Company Background / Qualifications .....	5 Points
A List of Similar Projects.....	<u>5 Points</u>
	100 Points



**BID FORM**  
**RFP No. 2024-04, DESIGN/BUILD – RIVERS HOUSE RENOVATION**

**Lump Sum Price for Demolition (left side enclosed porch and rear addition per plans, specifications, and bidding documents): \$ \_\_\_\_\_**

**Lump Sum Price for Wood Decaying Organism Analysis (per plans, specifications, and bidding documents): \$ \_\_\_\_\_**

**Building Restoration (per plans, specifications, and bidding documents): \$ \_\_\_\_\_**  
**(A Schedule of Values is required with proposal)**

**Total Price Written in Words: \_\_\_\_\_**

**Proposals may not be withdrawn after the scheduled opening time for a period of sixty (60) days.**

**The City reserves the right to request a breakdown of cost if necessary, at time of evaluation of proposals.**

Failure to complete all fields may result in your bid being rejected as non-responsive.

**CORPORATE DETAILS:**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CONTRACTOR LICENSE # \_\_\_\_\_

Name of Person submitting Bid: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Area Representative Contact Information: \_\_\_\_\_

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of bidder.
2. Permanent main office address.
3. Copy of licenses required to perform work.
4. Date firm was organized.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. Have you ever failed to complete any work awarded to you?
8. Have you ever defaulted on a contract?
9. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
10. List your major equipment **available for this project**.
11. Experience in construction work similar in importance to this project.
12. Background and experience of the principal members of your organization, including the officers.
13. Credit available: \$\_\_\_\_\_.
14. Give bank reference.
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County?
16. The undersigned hereby authorizes and request any person, firm, or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Bidder's Qualifications.

---

Bidder

---

Date

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion Form**

**RFP No. 2024-04, DESIGN/BUILD – RIVERS HOUSE RESTORATION**

- (1) The prospective Vendor, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.**
  
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.**

**Vendor:**

\_\_\_\_\_

**By:** \_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Date**

“NO BID” Statement  
**RFP No. 2024-04, DESIGN/BUILD – RIVERS HOUSE RENOVATION**

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: City of Green Cove Springs, Attn: Kim Thomas, 2<sup>nd</sup> Floor, 321 Walnut Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

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Company Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

## **POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES**

### **DEFINITIONS**

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

### **ACTION PLAN**

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

## POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Ensuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Ensuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Ensuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

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 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 described in paragraph 287.133(1)(a), Florida Statute, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of 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 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 a 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 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 THIS 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 and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally know: \_\_\_\_\_ Title: \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public –State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of identification)

\_\_\_\_\_  
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 Statute 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.

CITY OF GREEN COVE SPRINGS

CONTRACTOR

By: \_\_\_\_\_  
Constance Butler, Mayor

By: \_\_\_\_\_  
(Printed Name and Title)

ATTEST:

By: \_\_\_\_\_  
Erin West, City Clerk