

REQUEST FOR PROPOSALS (RFP)

RFP LC 2018-01, CONSTRUCTION MANAGEMENT SERVICES
FOR THE PUBLIC WORKS ADMINISTRATION BUILDING



DUE DATE: JULY 24, 2018, 10:00 A.M.

Request for Proposals

Notice is hereby given that sealed proposals will be received by Laurie Copeland, at the City Hall Office, 321 Walnut Street, Green Cove Springs, FL 32043 until July 24, 2018, 10:00 a.m., local time, for the following: **RFP No. LC 2018-01, Construction Management Services for the Public Works Administration Building, 900 Gum Street, Green Cove Springs FL.**

The City of Green Cove Springs is accepting written proposals from all qualified and interested professional consulting parties, firm and/or individuals, to provide Construction Management Services for the Public Works Administration Building. The successful Respondent will provide the professional services in support of the construction of the Public Works Administration Building. A detailed scope of work shall be available on June 28, 2018.

Proposals shall be labeled "LC 2018-01, Construction Management Services for the Public Works Administration building. All Respondents wishing to be considered are responsible for making certain their response is received at the proper place and time. No oral, telegraphic, electronic, facsimile, or telephonic responses or modifications will be considered. Responses received after the scheduled submittal deadline will be immediately returned unopened.

Submittal Deadline is July 24, 2018, 10:00 a.m., local time. At this time responses will be publicly opened in the City Hall Council Chambers, 321 Walnut Street, Green Cove Springs, FL 32043. Only Respondent's names will be read aloud. The Selection Committee will review the qualifications no later than July 26, 2018. A recommendation for City Council action will take place during the August 6, 2018 city council meeting.

Additional information concerning the proposed service being requested and the ranking criteria to be used to evaluate the proposals may be obtained by contacting Laurie Copeland, Assistant Finance Director, at (904) 297-7500, ext. 3323, 7:00a.m. – 5:30p.m., Monday – Thursday at the Green Cove Springs City Hall. A copy of this Request for Proposals is located at www.greencovesprings.com.

EQUAL OPPORTUNITY EMPLOYMENT
FAIR HOUSING, HANDICAP ACCESS JURISDICTION

Danielle J. Judd, City Manager
Laurie Copeland, Assistant Finance Director

1.0 INTRODUCTION

The City of Green Cove Springs is soliciting proposal statements for Construction Management Services for the Public Works Administration building. The term of the contract will be August 2018 through July 2019. The services under the contract will commence after proposal evaluation, City Manager recommendation and City Council approval. The contract will be governed by the laws of the State of Florida with terms decided upon during the negotiation process, under F.S. 287.055, as amended.

The City seeks to engage a firm and/or individual, with an office within 75 miles of Green Cove Springs, whose Construction Management Services are licensed in the State of Florida and authorized under Florida Statutes to perform the professional services sought by this Request for Proposal. Respondents must possess extensive experience in all facets of construction management and a State of Florida General Contractors license.

2.0 PROJECT SCOPE

The City of Green Cove Springs seeks a Construction Manager (CM) to construct a new 8000 square foot Public Works Administration Building at 900 Gum Street. The components of the building shall include, but not necessarily be limited to:

- Seven (7) offices at approximately 240 square feet each
- A reception and lobby waiting area
- A small conference room
- A map and plans room with space for file storage
- A break room/training room at approximately 1,000 square feet
- A kitchen attached to the break room at approximately 25 square feet
- Separate men's and women's restrooms, with shower and locker area

The project will also include miscellaneous site work to include but not necessarily be limited to:

- Public Parking area in front of the new building (approximately five (5) spaces)
- Possible modification of the storm water pond (minimal)
- Modification to site drainage
- Fence work

Services under this procurement are estimated to begin on or shortly thereafter August 13, 2018 and conclude on or before June 30, 2019. The awarded CM will have 90 days to work with the Architect and complete the design phase of the project; the CM will have 308 days in which to complete the building and obtain the certificate of occupancy. The CM shall be the General Contractor for the project. Time is of the essence in this project.

The City has a project budget of \$1,300,000 for the Construction of the new facility. This budget includes cost of the CM, the City's Owner's Representative and the architect. Daily site inspection schedule will be determined by the Owners Representative and the CM. The CM shall also guarantee the maximum price (GMP) of \$1,300,000 including the CM fees, City's Owner Representative fees and architect's fees.

3.0 PRE-CONSTRUCTION PHASE

- 3.1 The CM shall coordinate with the Owner and the architect to plan the floor plan for the new Public Works building.
- 3.2 The CM shall coordinate with the Owner and the architect to plan the floor plan for the new Public Works building.
- 3.3 The CM shall coordinate with the City's Building Department to secure the necessary construction permits.

4.0 CONSTRUCTION PHASE

- 4.1 The Construction Manager (CM) shall chair a kick-off preconstruction meeting with the City, Owner's Representative, Sub-Contractor(s), and Architect to discuss the proposed work plan and special concerns. It is envisioned that the meeting will include all interested parties including utilities and subcontractors.
- 4.2 Provide coordination of project activities and prepare reports and documents for City review and action including grant compliance and assembly of required field documentation.
- 4.3 Maintain an office at the project site, support staff, on a current basis, copies of all contracts, drawings, specifications, addenda, change orders, and other modifications to record all changes made during construction. This includes but is not necessarily limited to: shop drawings, product data, samples, submittal, materials, applicable handbooks, maintenance and operating manuals, other related documents and revisions which are relevant to the contract work.
- 4.4 Provide weekly status reports to the City.
- 4.5 Review laboratory, shop and mill test reports of materials and equipment, and coordinate as required with the City and Architect/Engineer.

- 4.6 Administer the construction contract in conformance with the requirements set forth in the plans and specifications.
- 4.7 Conduct regular construction progress meetings with the City, Owners Representative, Architect and other consultants as needed to discuss matters such as procedures, progress, problems, and scheduling. Prepare and distribute meeting agenda and minutes.
- 4.8 Monitor all inspection activities.
- 4.9 Provide all shop drawings, project data, samples, and other submittals for review by the City and Owner's Representative.
- 4.10 Document all claims and maintain for project records.
- 4.11 Review and analyze the project schedule on a monthly basis including activity sequences and durations, schedule of submittal and delivery for products with long lead times. Work with Construction Contractor in maintaining the project schedule to show current conditions and suggest revisions as required.
- 4.12 Prepare pay requests, collect all release of liens from subcontractors, and attach them to payment requests prior to submitting them to the Architect for approval.
- 4.13 Provide a construction management file for the City which may be maintained at City office designated for that purpose.
- 4.14 Review contract documents, plans, and permits.
- 4.15 Attend field walks and construction meetings.
- 4.16 Monitor and enforce construction noticing requirements.
- 4.17 Maintain field diaries during construction including a cumulative record of quantities constructed, weekly reports, working day reports, change order documentation, photographs and other documentation and E-mail copies of these diaries on a weekly basis to the City's representative.
 - Completed work
 - Extra work

5.0 CONSTRUCTION CLOSEOUT PHASE

The CM will coordinate project closeout start-up and transition to operation. Activities include but are not necessarily limited to:

- Assist the City in administering and coordinating final inspections

- Assist the City in determining when the project or a designated portion thereof is substantially complete. Prepare for the City a summary of the status of the work, listing changes in the previously issued Certificates of Substantial Completion of the work, and recommending the times within which CM shall complete the items on their Certificate of Substantial Completion of the work.
- Provide the City with all as-builts and Operations and Maintenance Manuals upon completion of the project.
- Obtain evidence of certification of all Lien Releases
- Assist City with filing the project Notice of Completion
- Secure and transmit to City, required guarantees
- Issue the Notice of Substantial Completion and process the Notice to Completion
- Coordinate any startup requirements
- Make recommendation for the Release of Retention
- Assist with Federal Grant Compliance and assembly of required field documentation

6.0 RESPONDING

Professional consulting parties, firms and/or individuals, submitting a response to this request will be referred to herein as Respondent. The City of Green Cove Springs will be referred to herein as City, Owner and/or City of Green Cove Springs.

6.1 This procurement shall be conducted in accordance with the City of Green Cove Springs' Purchasing Policies and Florida Statutes.

6.2 Submit one (1) marked "original", and four (4) copies (5 total), of the Request for Proposal to:

City of Green Cove Springs
Attn: Laurie Copeland, Assistant Finance Director
321 Walnut Street
Green Cove Springs, FL 32043

LABELED: LC 2018-01, Construction Management Services for the Public Works Administration building.

All expenses for preparing a response for the City of Green Cove Springs shall be borne the Respondent. All responses shall be received on or before July 24, 2018, 10:00 a.m. eastern standard time. All response received after this date and time will not be considered and will be immediately returned unopened.

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

6.3 Questions related to this RFP may be directed to Laurie Copeland, Assistant Finance Director, at (904) 297-7500 ext. 3323.

6.4 All responses should be complete and must convey all of the information requested by the Owner. All responses shall provide a straight forward, concise description of Respondent's ability to satisfy the requirements of the RFP. Respondents should demonstrate and provide evidence of their qualifications, capabilities, professional expertise and experience to perform the Construction Management Services described in this RFP.

6.5 The Respondent's response shall address each of the thirteen (13) criteria in the same order as they are listed in **Section 8.0, Evaluation Criteria** and shall reference the same Section number to the left within the response.

7.0 SELECTION PROCESS

All responses will be evaluated by the Selection Committee. It is important that responses be complete, concise, and clear as to the intent of the Respondent.

7.1 Review of Proposals. The City shall consider responses given to Section 8.0, Evaluation Criteria, described in this RFP. The City of Green Cove Springs' Selection Committee shall review all responses received to determine those respondents who are fully qualified, responsible and suitable to provide the construction management services of the Public Works Administration building.

7.1.1 It is noted that the focus of the City during the evaluation process will be upon the Respondent's past experience in the construction management of like governmental facilities, or other capital improvement projects similar in scope and size.

7.1.2 The Selection Committee will be comprised of: Assistant City Manager Mike Null, Assistant Public Works Director Steve Thomas, and Assistant Finance Director Laurie Copeland.

7.2 Discussion and Interview. The City of Green Cove Springs' ranking committee then may hold one or more discussions and interviews with three or more of the firms who have been deemed by the committee to be fully qualified, responsible and suitable to provide the services set forth by this Request for Proposals. Such discussions and interviews shall gather additional information; pursue the Respondent's qualifications, expertise and experience.

7.3 Evaluation. During the evaluations, the Selection Committee will select in order of preference no more than three respondents whose professional qualifications are deemed most responsive. A contract will be negotiated with the top respondent. Should the City be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that respondent must be formally terminated. The City shall then undertake negotiations with the second most qualified respondent. Failing accord with the second most qualified respondent, the City must terminate negotiations. The City shall then undertake negotiations with the third most qualified respondent.

7.4 All negotiations and contract terms must be approved by City Council.

7.5 Tentative Timeline

| ACTION | Proposed Date |
|--|----------------------|
| Request for Qualifications Advertised (Clay Today) | June 28, 2018 |
| Deadline to Issue Addendums (minimum 5-day lead time prior to bid opening) | July 19,2018 |
| Responses Due | July 24,2018 |
| Evaluation of Proposals | July 25th – 26th |
| Notice of Intent to Award (must be 72 hrs. before official Award) | Aug 1, 2018 |
| City Council Bid Award | Aug 7, 2018 |

8.0 EVALUATION CRITERIA

From the Respondent’s response to this Request for Proposals, the Selection Committee will evaluate the Respondent’s abilities in accordance with the criteria listed below:

In your response please provide (deliverables):

8.1 Past Performance with City of Green Cove Springs or other Governmental Units [25 points]

Past record of professional accomplishments. A summary of the Respondent’s experience in management construction of Public Facilities, and/or capital improvement projects of this scope and size within the past five (5) years. Provide the following information for each project:

- a) Size of New Construction
- b) Construction Cost (original estimate, construction cost, and final construction cost)
- c) Project Award Date, Completion Date
- d) Scope of Services
- e) Name of Owner, contact person, title, address, phone and e-mail.

8.2 Recent, Current, and Projected Workload of the Respondent [20 points]

Respondents availability and capability to meet deadlines. Provide a list of all current projects with a budget in excess of 2 million dollars. Include scope of services, current phase of development, estimated completion date. If no projects exist, state “no current projects of this type”. If projects of this type currently exist include a statement stating how the Respondent plans to have adequate time, and other resources available to meet the City’s deadlines.

- 8.3 **The Ability of the Professional Personnel [25 points]**
General description of the respondent, and their organizational structure. Include overall qualifications and experience of the respondent and attach their resume and licenses.
- 8.4 **Volume of Work Previously Awarded [5 points]**
Volume of work previously awarded to each respondent by the City, with the object of effecting an equitable distribution of contracts among qualified respondents, provided such distribution does not violate the principle of selection of the most qualified respondent. Respondents which have not worked with the City of Green Cove Springs before will be awarded more points.
- 8.5 **Willingness to Meet Time and Budget Requirements [15 points]**
Describe the respondents plan to meet the City’s deadline and budget requirements of the project. Be specific in terms of how you would schedule the work using a calendar and delineating work days during the period August 2018 through July 2019 per section 2.0 Project Scope.
- 8.6 **Location [5 points]**
The location of the Respondent’s office that will have the responsibility of providing the services must be located within 75 miles of the project site. Provide evidence of the Respondent’s ability to respond on-site within two hours.
- 8.7 **Certified Minority Business Enterprise [5 points]**
Certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. Certification must accompany proposal. All or nothing points will be awarded.
- 8.8 **State of Florida General Contractor [yes or no]**
If Respondent is a “General Contractor” in the State of Florida under Florida Statute 489.105, respondent must submit evidence of registration with the Florida Department of Business and Professional Regulations (DBPR). If the Respondent is a corporation, it must provide proof that it is properly chartered with the Florida Department of State. A current Corporate Certificate of Status from the Florida Department of State is the preferred form of documentation. Failure to include Respondent’s State of Florida License will result in a “no” response.
- 8.9 **State of Florida Licensed Engineer [yes or no]**
If Respondent is a “Licensed Engineer” in the State of Florida under Florida Statute Chapter 471, respondent must submit evidence of registration with the Florida Department of Business and Professional Regulations (DBPR). If the Respondent is a corporation, it must provide proof that it is properly chartered with the Florida Department of State. A current Corporate Certificate of Status from the Florida Department of State is the preferred form of documentation. Failure to include Respondent’s State of Florida License will result in a “no” response.

8.10 **Special Licenses [yes or no]**

If the Respondent possesses any special license/s that would be pertinent to this task, respondent must submit evidence of license. Failure to include Respondent's proof of special licensure will result in a "no" response.

8.11 **Debarment and Suspension [yes or no]**

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension". Failure to complete this form will automatically disqualify the Respondent. This is non-negotiable. **(Attachment II)**

8.12 **Drug Free Compliance [yes or no]**

Provide evidence of the Respondent's Drug Free Compliance Programs. Complete the Drug Free Workplace Compliance Form, as applicable. **(Attachment III)**

8.13 **Sworn Statement on Public Entity Crimes [yes or no]**

Respondent must complete the Sworn Statement Pursuant to Section 287.133 (3)(a) Florida Statutes, on Public Entity Crimes. Respondent shall not be on the State of Florida convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list, for the past five (5) consecutive years. Failure to complete this form will result in a "no" response and at the City's discretion, may disqualify the Respondent. **(Attachment IV)**

9.0 SPECIAL TERMS AND CONDITIONS

9.1 TERM "OWNER"

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

9.2 DATE AND RECEIPT OF RFP

Formally advertised Request for Proposals indicate a date and time for receipt of the responses. Responses are date stamped upon receipt, those received after the scheduled closing time will be returned unopened to the Respondent, at the Respondent's expense.

9.3 WITHDRAWAL OF RFP

The Respondent may request withdrawal of their sealed proposal prior to the scheduled receipt date and time via written request to the City of Green Cove Springs, Attn: Laurie Copeland, Assistant Finance Director. After being opened, the RFP response will be valid for 30 calendar days and may not be withdrawn during that time.

9.4 CITY'S RIGHTS

The City reserves the right to accept or reject any or all responses, to waive irregularities and technicalities, and to request resubmission or additional information. The City reserves the right to select the most responsible and responsive proposing Respondent.

The City shall be the sole judge of the responses and the City of Green Cove Springs' decision shall be final.

9.5 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 Respondents. Interpretations, corrections, and changes shall not be binding unless made by Addendum. The Respondent(s) 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 Respondent's responsibility to ascertain that it has received all Addenda issued for this project. All addenda must be acknowledged. All addenda will be located on the City's website, www.greencovesprings.com under bidding opportunities.

9.6 PROPOSAL AND CLARIFICATIONS

The City of Green Cove Springs reserves the right to request clarification of information submitted and to request additional information of one or more Respondent(s). Each Respondent shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposals shall be made in writing to the City of Green Cove Springs Laurie Copeland, Assistant Finance Director at lcopeland@greencovesprings.com. The City of Green Cove Springs shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum signed by an authority of the City of Green Cove Springs is the only official method whereby interpretation, clarification, or additional information can be given.

9.7 MAINTENANCE OF RECORDS

The CONTRACTOR shall maintain adequate records and supporting documentation, applicable to all services, work, information, expenses, costs, invoices and materials, provided and performed, pursuant to the requirements of this Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of natural expiration or termination of this Agreement.

The CITY and its authorized agents shall, after providing reasonable notice, have the right to audit, inspect and copy all such records and documentation, as often as the CITY deems necessary during the term of this Agreement, and during the five (5), year period thereafter, as required above, provided that such activity is conducted during normal business hours and at the expense of the CITY.

The CONTRACTOR shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency (City/Organization) to perform the service.
2. Upon request from the public agency’s custodian of public records (City Clerk), provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, for their duties to provide public records relating to this contract then contact the City’s custodian of Public Records City Clerk Julia Clevinger at (904) 297-7500 X 3307, or e-mail jclevinger@greencovesprings.com, 321 Walnut St. Green Cove Spring FL 32043.

9.8 INSURANCE & BOND REQUIREMENTS

The successful Respondent will be required to submit all certificates of insurance and bonds as follows:

9.8.1 INSURANCE REQUIREMENTS

The successful Contractor 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 |

9.9 **SUPPLIER & CONTRACTOR PERFORMANCE EVALUATION**

In an effort to enhance the process of supplier and contractor performance, ensure long-term growth and success of suppliers and contractors and to proactively monitor performance so that the City's needs and expectations are being met, the City's Supplier and Contractor Performance Evaluation Program will be utilized for this project.
(Attachment I)

ATTACHMENT I - SUPPLIER AND CONTRACTOR PERFORMANCE EVALUATION PROGRAM

In an effort to enhance the process of supplier and contractor performance, ensure long-term growth and success of suppliers and contractors and to proactively monitor performance so that the City’s needs and expectations are being met, the City has instituted a *Supplier and Contractor Performance Evaluation Program*.

The Supplier and Contractor Performance Evaluation program includes the use of supplier and contractor scorecards to establish a means of consistently evaluating performance. Competitively awarded (excess of \$50,000) contracts for services and supplies shall be evaluated using these procedures. For services and supply contracts, less than \$50,000, where Purchasing could reasonably foresee that poor performance would create significant business risk for the City, these procedures may also apply. The Supplier and Contractor Performance Evaluation program supports the City’s stated purchasing goals, which include the following two basic goals: to obtain the highest quality goods and services for the smallest outlay of taxpayer dollars, and to provide a fair and level playing field for businesses. The program is intended to accomplish the following goals:

- Drive suppliers and contractors to continuously improve performance.
- Provide ongoing incentive for suppliers and contractors to perform well and disincentives for poor performance.
- Standardize approach to documenting performance.
- Increasingly hold suppliers and contractors accountable for their work.
- Increase communication with suppliers and contractors regarding their performance.
- Ensure clarity of expectations regarding performance.

The roles in the following table are essential to the effective operation of the Supplier and Contractor Performance Evaluation program.

| Role | Responsibilities |
|-----------------------|---|
| Purchasing Department | <ul style="list-style-type: none"> • Oversee the program • Send letters of deficient performance • Coordinate corrective action meetings • Monitor suppliers needing corrective action at least semi-annually |

| | |
|---|--|
| Reviewer (using agency) | <ul style="list-style-type: none"> • Evaluate the supplier/contractor’s performance • Collect all relevant input from other individuals regarding the supplier/contractor’s performance • Maintain documentation to support the evaluation • Provide comments regarding the supplier/contractor’s performance • Contact Purchasing if questions arise regarding the program or policies |
| Purchasing Department & Reviewer (using agency) | <ul style="list-style-type: none"> • Address unacceptable performance • Review corrective action plans • Attend meeting with supplier/contractor due to deficient performance • Review evaluation of scorecards |

For every competitively awarded contract in the amount of \$50,000 or greater into which the City enters, the respective using agency will designate one individual, known as the Reviewer, to be responsible for the evaluation of the supplier’s and/or contractor’s performance under that particular contract. Functions of the Reviewer include assisting the supplier and/or contractor in beginning work in an effective manner, inspecting the work, handling any issues resulting from the work and evaluating performance using the designated scorecard.

The City will conduct evaluations of suppliers and contractors for each contract to which this policy applies at a minimum frequency of not less than one per contract term, or once per year, whichever is more frequent. The City may choose to conduct performance evaluations and prepare scorecards at any time during performance of the work, or soon after the completion of the work, solely at the discretion of the City. The City will maintain all scores and may consider trends when making eligibility determination. All scores are the property of the City.

Many contracting circumstances are unique and may require significantly more inspections and scorecard evaluations. The Purchasing department and using agency may jointly determine an alternate frequency of scorecard evaluations. The number of inspections does not necessarily correspond to the number of scorecard evaluations that will be required for the contract. Determining inspection and scorecard frequency is an important decision. Generally, the higher the risk to the City, the more frequent and thorough the inspections should be. For example, given a normal risk level for an annual service contract, inspections should be performed

monthly and summarized quarterly. Where risk of poor performance is low, inspection frequencies could be extended to every three months. With the exception of the minimum requirements, these are guidelines only, and the Reviewer should work with the Purchasing department to determine a frequency that best meets the needs of the particular contract.

If inspections determine that a supplier and/or contractor is performing poorly, it is critical that the Reviewer prepare a scorecard documenting such performance and proceed with notifying the supplier or contractor, through the established deficient performance letters, that they are in danger of receiving an unacceptable performance rating.

When a using agency initiates a competitive bid, Purchasing will select, with the help of the using agency, the appropriate scorecard with which to evaluate the performance in providing the supplies or services required. The Purchasing department includes the “Supplier and Contractor Performance Evaluation Program” language and a blank scorecard of the selected type in the bid package. After award has been made, the Reviewer is notified when work will begin and the Reviewer may begin inspections at any time. The Reviewer should document results of inspections and the inspections should be clear enough so that they may be referred to at any later time without any question as to what they mean. It is possible that other individuals or groups employed by the City or subcontracted by the City have independently collected information that may be useful to the Reviewer in completing the evaluation. The Reviewer is responsible for contacting these individuals, collecting all relevant performance-related information for the period of performance being evaluated and retaining relevant records. When a scorecard has been completed and graded, the City will categorize the performance in one of three performance levels, based on an average of the metrics scored. Each performance category indicates the level-specific actions required on the part of the City and the supplier and/or contractor.

The number of days specified in the policy and procedures below, including supplier and contractor response times, cure periods, and the like, are for example only. The City reserves the right, in all cases, to modify these notice and response times, at their sole discretion, to account for such items as remaining term of contract and risk of continued unacceptable performance.

Unacceptable Performance

Score Range: 2 or lower on the Performance Evaluation.

Actions: the City will notify the supplier in a letter that its performance has been scored as unacceptable. The supplier shall have ten (10) days to respond to the letter. Such response shall include the specific actions that the supplier will make to bring the supplier’s performance up to at least acceptable performance.

Within thirty (30) days from date of the first unacceptable performance letter, the City will notify the supplier by letter as to whether its performance, as determined solely by the City, is meeting expectations, or continuing to be unacceptable. If the supplier’s performance as described in the letter is meeting expectations, no further remedial action is required by the supplier, as long as supplier’s performance continues to be acceptable. If the supplier’s performance as described in the letter continues to be unacceptable, or is inconsistently acceptable, the City will take such

actions as it deems appropriate including, but not limited to, terminating the contract for breach, suspending the vendor from bidding on any City-related solicitations, and other remedies available. Such action does not relieve the supplier of its obligations under the contract.

Acceptable Performance

Score Range: greater than 2, but less than 4 on the Performance Evaluation.

Actions: an acceptable performance requires no response to the scorecard on the part of the City or the vendor.

Top Performance

Score Range: equal to 4 on the Performance Evaluation.

Actions: Top Performers may be provided preferential consideration when awarding emergency-related work that cannot be competitively bid, may be subject to consideration for a reduction in lower bid securities, and/or may be given other incentives as determined by the City Council.

If the vendor wants to dispute the results of its scorecard performance evaluation, the supplier must submit a letter to the Purchasing Department supplying supplemental information that it believes the City failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the supplier's receipt of the scorecard. If Purchasing decides to change the scorecard, the vendor will be notified and a revised scorecard will be prepared and issued to the vendor. If Purchasing decides that no change is warranted, the decision is final.

ATTACHMENT II - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(1) The applicant, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the applicant is unable to certify to the above statement, he or she shall attach an explanation to this form.

APPLICANT:

Name and Title of Authorized Representative

Date

ATTACHEMNT III – 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

**ATTACHMENT IV – 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 known: _____

Title: _____

OR produced identification _____ Notary Public –State of

_____ My commission expires

(Type of identification)

Printed typed or stamped commissioned name of notary public