

June 12, 2020

Request for Proposals
Homeowner Rehabilitation and Reconstruction Program
City of Brunswick

Location & Mailing Address:
601 Gloucester St, Brunswick GA 31520

Proposal No. **20-RFP-601G**

The City of Brunswick (ISSUING AGENCY) 601 Gloucester St, Brunswick, Georgia will receive sealed proposals on behalf of the City of Brunswick, until **5:00 pm EDT, on JULY 3rd, 2020** for Community Development Block Grant-Disaster Recovery (CDBG-DR) Homeowner Rehabilitation and Reconstruction Professional Services.

City of Brunswick strongly encourages Small Business firms to participate in this RFP. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with their response.

Firms that wish to join in a consortium must designate one firm as the principal or lead firm. Consortiums will be evaluated according to the same requirements as a single firm.

Any interested and qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation.

City of Brunswick reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. City of Brunswick reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

INQUIRIES OR QUESTIONS: Should be submitted in writing to Travis Stegall, Economic Development at tstegall@cityofbrunswick-ga.gov no later than **5:00 p.m., JUNE 22th, 2020**; Replies of substance will be in writing, in the form of an addendum, and made available to all potential proposers.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

**CITY OF BRUNSWICK
INSTRUCTION TO PROPOSERS**

These instructions will bind proposers to terms and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual proposal.

- All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- All requested information should be included in bid envelope. All desired information must be **signed** and included for your proposal to receive full consideration. **Failure to submit any required form will be cause for proposal to be rejected as non-**

responsive.

- All questions, inquiries and requests for clarification shall be directed to Procurement.
- For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by the City to terminate such contract, and the nature of such action shall be determined by the City and specified in the contract; (3) The contract shall state the total obligation of the City for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the City.
- Each bid or proposal shall be clearly marked on the outside of the envelope as a Sealed Bid whether using a City furnished envelope or other envelopes.
- Proposal must be received and stamped by the Procurement Office before time stipulated in proposal documents. No responsibility will attach to any City representative or employee for premature opening of bid not properly addressed or identified.
- If only one proposal is received, the proposal may be rejected and/or re-advertised, except in the case of only one known source of supply.
- Proposals received late will not be accepted, and the City will not be responsible for late mail delivery.
- Any proposal will be rejected that has a substantial variation, such as a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
- When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the City to do so for the purpose of testing.
- The unauthorized use of patented articles is done entirely at the risk of the successful proposer.
- The ESTIMATED QUANTITY given in the advertisement is for the purpose of proposing only. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
- Prospective proposers are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
- A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City or who has failed in any former contract with the City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
- Reasonable grounds for supposing that any proposer is interested in more than one bid/proposal for the same item will be considered sufficient cause for rejection of all bid/proposals in which he is interested.
- Unless otherwise specified the City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the City.
- The City reserves the right to waive any minor discrepancies, reject any or all bids or proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
- Failure of the proposer to sign the proposal or have the signature of any authorized representative or agent on the bid/proposal **IN THE SPACE PROVIDED will** be cause

for rejection of the proposal. Signature must be written in ink.

- Any proposer may withdraw his proposal at any time before the time set for closing of proposals. No proposal may be withdrawn without cause in the 60-day period after proposals are opened.
- It is mutually understood and agreed that if any time the Procurement Office shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Office shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in bid/proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Office, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amount of such excess to the City on notice by the Procurement Office of the excess due.
- Any complaint from proposers relative to the Request for Proposals or any attached specifications should be made prior to the time of opening of proposals, otherwise such complaint cannot be properly considered.
- Contracts may be cancelled by the City with or without cause with 30-day written notice.
- City of Brunswick has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the City programs. The City affirmatively works to encourage utilization of minority business enterprises in our procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any vendors regardless of race, color, religion, age, sex, national origin, or handicap.
- **All Corporations must provide a copy of the Secretary of State's Certificate of Incorporation**
- The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Contractor as well as any and all known subcontractors must possess or will be required to obtain a CITY of Albany Occupational Tax Certificate or Registration.

BACKGROUND: The purpose of this Request for Proposals is to enter into a contract that will fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to recovery in connection with federally declared disasters. Proposers must be qualified to provide professional services for housing projects. All services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD"), City of Brunswick, State and local laws and program guidelines.

The Department of Community Affairs has allocated \$8,000,000 for Homeowner Rehabilitation and Reconstruction Activities as may be modified and updated on the State of Georgia CDBG-DR Action Plan for Federal Register Notice 83 FR 40314 (Federal Award ID#: B-18-DP-13-0001/DR 4294 and DR 4297). City of Brunswick zip code 31520 has been designated by the Department of Housing and Urban Development as a Most Impacted and Distressed Area (MID). City of Brunswick Board will receive funds through DCA to carry out this program based on the number of eligible applicants each program intake center is able to solicit and secure. City of Brunswick anticipates serving between 200-400 applicants. Because of the time between the disaster date and the onset of applicant intake, there is some uncertainty in regards to the exact amount of applicants at this time, therefore the anticipated number of applicants is only an estimate and can change as the program intake moves forward.

The geographic area of the housing projects for this RFP is the 31520-zip code located within City of Brunswick. Proposers may consult FEMA's Individual Assistance data for the disaster at: <https://www.fema.gov/disaster/4294>, or <https://www.fema.gov/disaster/4297> or <https://www.fema.gov/disaster/4338>. For general information related to the Georgia CDBG-DR Program, proposers may also consult the State of Georgia CDBG-DR Action Plan at: <https://www.dca.ga.gov/node/5737>.

SCOPE OF SERVICES:

The Consultant shall furnish professional services for the successful implementation of the City of Brunswick Government Homeowner Rehabilitation and Reconstruction Program, including, but not limited to the following:

- **Grant Administration Services - General**
- Administrative Duties:

- Coordinate between the City of Brunswick and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor to effectuate the services requested.
- Assist in public hearings.
- Facilitate outreach efforts for applicant intake.
- Utilize DCA's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- Provide monthly project status updates that may include detailed program management information related but not limited to items such as: program application outreach efforts, number of applications started and completed, issues preventing completion, # non-responsive letters to incomplete applicants, post-intake inspections such as damage, completed repairs and scope to complete estimates, environmental inspections, surveys, title reports, construction scope reviews, construction and grant award presentations, execution, notices to proceed, payment processing and closeout stages.
- Ensure program compliance with all CDBG-DR requirements, applicable Federal Register Notices, etc.
- Assist City of Brunswick in establishing and maintaining financial processes for general contractor bids, invoices and program expenses including coordination of escrow and/or project payment of applicant duplicating benefits contributions.
- Obtain and maintain copies of the City of Brunswick Government' contracts including all related change requests, revisions and attachments.
- Establish and maintain record keeping systems for upload to DCA system of record and/or City HUD monitoring.
- Assist City of Brunswick with resolving monitoring and audit findings.
- Perform any other administrative duty required to deliver the project.
- Labor and procurement duties:
- Assist with compliance with all relevant labor standards regulations.
- Assist with compliance with procurement regulations and policies.
- Assist with the maintenance of files to support compliance.

- Financial duties:
- Assist with the preparation and submission of all required reports (Section 3, Financial Interest, Quarterly Reports, Program Income, etc.)
- Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements.
- Implementation and coordination of Section 504 requirements.
- Program compliance in alignment with City of Brunswick and DCA financial policies and procedures.
- Ensure that prevention of fraud, waste and abuse practices are being implemented.
- Assist with all bookkeeping or invoicing discrepancies and reconciliation related to this scope of services including this contract billing and individual applicant general contractor billing
- Assist in preparation of contract revisions and supporting documents including but not limited to: Amendments/modifications and Change orders.
- Assist with the preparation of all closeout documents.

- **Case Management Services**

- Advise applicants on eligibility and program requirements, and assist in application prioritization, preparation and submission.
- Process applications, including necessary follow-up communications.
- Follow up with applicants.
- Perform eligibility and award calculation reviews.
- Assist the City of Brunswick with any project, transaction, service or response that is "opened" and "closed" over a period of time to achieve resolution of a problem, claim, request, proposal, development or other complex activity.
- Capture applicant fallout reasons.
- Participate in the appeals process and handling of disputes for disallowed/ineligible

applications.

- Assist with stop work and collection of eligible expenses for Duplication of Benefit (DOB) offsets
- Coordinate and assist architectural and engineering design needs for site specific and/or state standardized reconstruction plan sets including adjustments for site constraints, utility, zoning and/or building permit approvals.
- Assist applicants through housing construction process.
- Perform other application management and homeowner support duties as required to ensure the success of the program.
- **Environmental Services**
- Develop site-specific (Tier II) environmental reviews as required by 24 CFR Part 58 for each property.
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance.
- Assist with developing detailed scope of services for remediation.
- Perform, or contract, special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USAGE permits, etc.
- Prepare responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period.
- Maintain close coordination with local officials, project engineers and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization.
- Complete and assist city/City with maintaining the environmental review inspection reports on-site.
- Assist or prepare materials for submitting for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence.
- Provide support documentation of clearance for parties known to be interested as

required by 24 CFR 58.43.

- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required.
- Coordinate all inspections and reports, as completed by 3rd-party subcontractors, for lead, asbestos and mold concerns including elevation certs.

- **Construction Management**

The City of Brunswick is seeking Construction Management (CM) services to oversee the rehabilitation, reconstruction, and/or elevation of single-family residential structures, and the rehabilitation or replacement of manufactured home unit (MHU) structures. The services include turnkey construction management beginning prior to the start of construction through final inspection and completion of all supporting documentation including warranty response concerns following the first year or each construction completion.

Typical construction work related to the Homeowner Rehabilitation and Reconstruction Program will include standard division specs including but not limited to: roofing, framing, trenching, concrete and masonry, electrical, plumbing, well and/or septic, HVAC, millwork, flooring, drywall, finishing, demolition, removal of hazardous materials, site work, elevation, and permitting.

The actual construction work, which the firm providing construction management services will oversee, will be procured separately through a coordinated general contractor bid process. Proposers are directed to the Homeowner Rehabilitation and Reconstruction Program Manual, issued by DCA, for more details related to program policies. This manual is available from the City of Brunswick and the DCA website. Services expected from the Proposer for the management of all aspects of the construction process include but are not limited to the following:

- Assist the City of Brunswick in pre-qualifying local and regional general contractors. This includes updating an initially pre-qualified pool of contractors no less frequently than every six (6) months.
- Assist the City of Brunswick in the preparation of bid packages that include clear instruction and information related to rehab vs. reconstruction determination, elevation design, design/specifications selection, environmental remediation plans and code, green building, energy efficiency or other resiliency requirements.
- Assist with re-evaluating rehab vs. reconstruction or replacement housing needs based on initial inspection results and final general contractor bid responses.
- Create and implement a method to evaluate, monitor, and report the performance of contractors.
- Ensure proper execution and compliance with Federal, State, and Local rules, regulations, and compliance with Georgia Building Codes, City and City Building Codes and standards,

DCA's Homeowner Rehabilitation and Reconstruction Manual.

- Review contracts, bid documentation, and change order requests for recommendations.
- Input information and documents directly into DCA's System of Record.
- Coordinate with DCA and the City of Brunswick for training on the System of Record modules relating to construction and construction management. The proposer will be expected to be proficient in the use of the System of Record 60 days after the Effective Date of the Contract. Typical items for upload to the system of record include, but are not limited to, damage assessments and scopes of work for construction and abatement.
- Coordinate and assist architectural and engineering design needs for site specific and/or state standardized reconstruction plan sets including adjustments for site constraints, utility, zoning and/or building permit approvals.
- Assist homeowners in understanding the construction to be performed and any environmental remediation that is required for the home.
- Assist homeowners in selecting a house plan and/or option for reconstruction or replacement under HRRP using pre-designed home plans as coordinated by the City of Brunswick.
- Conduct progress payment inspections to ensure compliance with construction requirements, construction timelines and deadlines, assigned scope of work, required permits, applicable building codes, zoning requirements, house plan specifications and minimum structural elevations.
- Assist the City of Brunswick by submitting all the necessary documentation and inspections for progress payment draw requests.
- Change order coordination and approval.
- Verification of bonding, insurance, and lien waivers.
- Scope and quality of work preliminary dispute resolution.
- Permitting and zoning coordination.
- Coordination within program and guidance to applicant for house content on-site storage as needed.
- Facilitation of Temporary Relocation Assistance for homeowners who will be required to

relocate during rehabilitation, reconstruction, or replacement.

- Manage regular construction meetings with contractors and homeowners to include but not limited to: project walkthrough conference, notice to proceed coordination, site inspections, payment inspections, any Cease and Desist/Stop Work Order (if meeting required), change order (if meeting required), and final walkthrough (including punch list) for substantial completion.
- Ensure that any required builder/contractor surveys, site plans and elevation plans have been produced and approved prior to construction as required by local zoning and permitting.
- Provide various survey needs related but not limited to, elevation certificates, property boundary surveys, and environmental remediation.
- Ensure the contractor and subcontractors comply with all state and federal safety requirements and issue any required notices of non-conformance or stop work orders if safety related issues arise.
- Review all proposed warranties provided by the contractor and subcontractors and support the homeowner upon completion of the HRRP Project.
- Perform final inspections before final payment.
- Assist the subrecipient with project Close Out.
- Assist the City of Brunswick with documenting compliance with all other federal and state requirements associated with the project.
- **Site Inspections:**
 - Assist the City of Brunswick with Disaster Damage Assessments (Damage Inspections) and interviewing the homeowner to gain a perspective of the predisaster condition of the structure, damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The damage assessment must follow the processes outlined in the DCA-issued Homeowner Rehabilitation and Reconstruction Manual. The proposer shall document (both in writing and photographs) of findings of disaster-related damage which may include but is not limited to the following:
 - Foundation
 - Exterior walls

- Exterior wall finishes
- Windows and doors
- Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures)
- Floor system and structure
- Electrical system components
- Plumbing system components
- Heating, ventilation and air conditioning system
- Interior wall finishes
- Interior fixtures and components
- Porches
- Exterior stairs and ramps
- Miscellaneous items not covered by the above such as septic systems, chimneys/ fireplaces, etc.
- Estimating Cost of Repair Inspection (Work Write-Up):
- Assist in providing an estimated cost of repair. Upon notification that a project has been determined eligible for Program assistance based on their completed intake application, the Proposer shall prepare an Estimated Cost of Repair (ECR) for the program-eligible repairs.
- ECR's will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the project into compliance with HUD Housing Quality Standards and local, state and federal building codes.
- During ECR, any eligible repairs to offset Duplication of Benefits must also be verified and provided an estimate.
- This coordination and assistance may include:
 - Contact the project owner to schedule a date and time to perform the field review.

- Travel to the project site.
- Perform the visual review of the project to determine the approximate amount and extent of damage to the project. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage.
- Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - A summary list of items to be addressed
 - A basic description of the repair approach for each item
 - Estimated item quantities
 - Site photographs

INSTRUCTIONS TO PROPOSERS:

- **Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**
The contractor certifies, by submission of this proposal or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation.
- Proposers must have been in business under the present company name for a minimum of one (1) year. The Principals of the present company shall not have been declared in default on any construction contract under any other name within the last five (5) years. Project Manager must have at least five (5) years of experience as Project Manager on projects of similar scope and complexity.
- The successful Contractor will be required to provide the Secretary of States Certification of Incorporation prior to award of contract.
- **GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT:** The successful contractor will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program.
- **Certificate of Non-Collusion:** An executed copy of this form should accompany your submittal. (See Attached).

- **Governing Law & Venue:** An executed copy of this form should accompany your submittal. (See Attached).
- **Indemnity:** An executed copy of this form should accompany your submittal. (See Attached).
- **Debarred Bidders Integrity Certification Form:** An executed copy of this form should accompany your submittal. (See Attached).
- **Drug Free Workplace:** An executed copy of this form should accompany your submittal. (See Attached).
- The contract resulting from acceptance of a proposal by the CITY shall be in a form supplied or approved by the CITY and shall reflect the specifications in this RFP. The CITY reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFP.
- **Lobbying:** All firms and their agents who intend to, or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of CITY Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the CITY from further consideration for this project.
- Any proposal may be withdrawn up until the date and time set for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days or until one of the proposals has been approved by the CITY Commission, whichever occurs first, to sell to the CITY the services described in this RFP.
- By submitting a proposal, the Contractor certifies that it has read and understands this Request for Proposals and has full knowledge and willingness to comply with the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.

Payment will be based on the actual quantities of work performed in accordance with contract, at the contract unit prices specified. No allowances will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The CITY reserves the right to omit any item entirely, or to increase or decrease any or all items.

- **Termination for Convenience:** This contract may be terminated in whole or in part by the CITY with the consent of the contractor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the contractor upon written notification to City of Brunswick setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the CITY may terminate the contract in its entirety.
- **Termination for Cause:** In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the CITY may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The CITY may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided

in the notice of default, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default the CITY may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the CITY terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the CITY shall not constitute a waiver by the CITY of any other rights or remedies available to the CITY by law or contract.

- **Excusable Delay:** The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- **Offeror Responsibility:** Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- **Affirmative Action:** The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- **Prime Contractor Responsibilities:** The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The CITY will consider the Contractor to be the sole point of contact with regard to contractual matters.
- **Subcontracting:** If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the CITY. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The CITY reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- **Ownership of Material:** Ownership of all data, material, and documentation originated and prepared for the CITY pursuant to this contract shall belong exclusively to the CITY.
- **Insurance:** In order to contract with the City of Brunswick, suppliers/contractors providing professional, technical and/or construction services are required to provide acceptable proof of insurance coverage. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not

acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Brunswick as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia.

Required Insurance Policies and Endorsements:

- Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Brunswick as additional insured.
- Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the City of Brunswick as additional insured.
- Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Brunswick.
- All insurance policies must provide that the City of Brunswick will be notified within 30 days of any changes, restrictions and/or cancellation.
- If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim.

SUBMIT WITH RESPONSE, specimen copy of Certificate of Insurance. Upon award of contract and prior to commencement of work under this contract, the successful bidder shall provide City of Brunswick a Certificate of Insurance showing the type and limits of insurance specified herein with City of Brunswick as an additional insurer.

24. Contract will be awarded to the best proposer in the manner that best benefits the CITY.

- **The successful proposer agrees to adhere to the Federal Laws as stated in 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide, and any other Federal rules, regulations or policy relating to disaster services.**

RESPONSE CONTENTS:

Qualifications of the Firm

This RFP does not commit the City of Brunswick to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All Proposers shall pay their own costs incurred in preparing responses.

The proposal should be completed by each Proposer in such detail as to facilitate a comprehensive analysis. The data listed below shall accompany each proposal for it to receive prompt and equitable consideration. Failure to provide complete information will be sufficient grounds to disqualify any proposal.

- **Cover Letter:** briefly describe your ability and interest in conducting the work, a brief history of the proposing entity, including general background and knowledge of federally funded housing rehabilitation and reconstruction. The letter must be signed by a person having authority to enter contract.
- **Project Understanding and Approach:** The Proposer shall provide a written narrative of the firm's project management methodology including all steps necessary to carry out

the duties of the RFP. The Proposer shall provide a detailed description of their quality control methods, coordination of sub-contractors and vendors, ability to meet schedules in a timely manner, and the project approach and methodology to be employed specifically illustrating how the methodology will serve to accomplish the project goals and objectives.

- **Project Schedule and Timeline:** Provide a fully defined, resource loaded, leveled project schedule/timeline with all the tasks and associated effort to deliver the scope of services for each option outlined in the scope of work.

- **Demonstration of Qualifications of company, staff, and any proposed sub-contractor** who may perform any aspect of the scope of services provided herein as well as staffing plans clearly stating how the proposer intends to integrate staff and maintain presence with the City of Brunswick throughout the duration of the contract. If sub-contractors and/or vendors are to be included in the Proposals, all terms and conditions must be disclosed including method and reason for selection, subcontractor's compensation, and sub-contractors billing rate.

- **Provide an Organization Chart** or comparable description of the key staff and subcontractors or vendors that are proposed for addressing all scopes and aspects of managing this program.

- **A list of verifiable references** the Proposer has performed similar projects within the last 10 years. Minimum of three. Please use the form provided in **Attachment A**.

- **Statement of financial condition:** The Proposer shall submit one of the following items of financial documentation:
 - a. **Most recent annual balance sheet, income statement/statement of retained earnings and cash flow statement.** Or;

 - b. **Most recent statement of financial condition by an independent auditor.**

Financial information, statements and/or documents submitted with a proposal shall be evaluated to determine whether the Proposer has sufficient ability to perform the

contract; is able to meet its short term obligations, debts, liabilities, payroll, and expenses; has provided complete, reliable and accurate financial information regarding its business operation; has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the City of Brunswick Government . Financial information of non-public entities may be marked as confidential.

- The Proposer shall complete the Claims/Liens/Litigation History Form provided in **Attachment B**.
- **Cost/Fee**. The Proposer shall submit a proposed fee statement that explains assumptions and estimations for each of the above Scopes of Work items i-ii with a not to exceed amount for each of these scopes of work and a total contract not to exceed amount. A separate spreadsheet indicating the basis for the costs for each component of the scope of services. The proposed fee statement and spreadsheet shall include personnel expected to work on the activities and their estimated number of hours and hourly rates for each specified individual. The Proposer should include any potential travel or overhead costs into proposed hourly rates, which shall be all-inclusive.
- **A statement of conflicts (if any) the proposing entity or key employees may have regarding these services**. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
- **Section 3**: The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Please fill out the attached Section 3 Solicitation Package.
- Please note whether the Proposer or any proposed local subcontractors and/or vendors

of the Proposer's team on this job may be considered a Section 3 business.

SUBMITTAL: One (1) original and seven (7) copies should be submitted to:

CITY OF BRUNSWICK
PROCUREMENT DIVISION
601 Gloucester St
Brunswick, Georgia 31520
PHONE: (912) 689-8082

Proposals should be clearly marked on the outside as "RFP No. 20-050 Homeowner Rehabilitation and Reconstruction Program"

The mailing address is 601 Gloucester St, Brunswick, Georgia 31520, however, the City of Brunswick assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason.

The submittal must be signed by an official authorized to bind the offeror. Any submittal received after the stated time and date will not be considered and will be returned unopened to the firm.

The CITY reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the CITY. The CITY reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

Proposer should list all components/disciplines required to successfully complete this project indicating the firm and/or individuals responsible and the percentage worth of that component/discipline to the entire project. (Example: Design - ABC Company - 70%)

Proposal should address all items included in the **EVALUATION CRITERIA** section below. Past performance on similar projects should be documented by references and other means. References should include name of contact and phone number and should be current. The scope of work, the elements and tasks therein and the method of accomplishment shall be outlined in the proposal.

Successful proposer shall provide a contract covering all the terms and conditions of this request and those agreed to in the negotiation. A sample contract should be attached to the proposal.

- **SELECTION PROCESS:** A Proposal Analysis Group (PAG) will review all responses submitted in reference to this RFP. Based upon the background information reported in the response, the review committee will determine whether the proposer is qualified or unqualified.

Any or all of the firm(s) **may** be requested to expand on their response and/or make a formal presentation.

- **EVALUATION CRITERIA:** The following criteria will be used in selecting the successful proposer:

The City of Brunswick will not select professional services on a low bid basis although the cost of work is one of the factors considered in selecting a consultant.

- Price – 25 points
- Qualification and Experience – 35 points

- Approach – 25 points
- M/WBE participation – 10 points
- Section 3 Business participation – 5 points

Negotiations

The City of Brunswick reserves the right to negotiate the final fee prior to recommending any Vendor for a contract. Should negotiations be unsuccessful, the City of Brunswick shall enter into negotiations with the next, highest ranked Proposer. The process shall continue until an agreement is reached with a qualified Proposer.

ATTACHMENT A REFERENCE FORM

Proposer’s Name: _____

The Proposer must list a minimum of three (3) separate and verifiable client references for which work similar in nature to that described in this solicitation has been performed for a period of at least one (1) year. Any information not submitted on this attachment shall not be considered. The same reference may not be listed twice. Confidential client references shall not be included. Please provide at least two (2) Contact Names for each client.

| Reference 1 | |
|-----------------------------|----|
| Company Name: | |
| Address: | |
| Contact Name: | |
| Alternate Contact Name: | |
| Phone: | |
| Email: | |
| Description of Work: | |
| Service Dates: | |
| Approximate Contract Value: | \$ |
| Reference 2 | |
| Company Name: | |
| Address: | |
| Contact Name: | |
| Alternate Contact Name: | |
| Phone: | |
| Email: | |
| Description of Work: | |
| Service Dates: | |
| Approximate Contract Value: | \$ |
| Reference 3 | |
| Company Name: | |

| | |
|-----------------------------|----|
| Address: | |
| Contact Name: | |
| Alternate Contact Name: | |
| Phone: | |
| Email: | |
| Description of Work: | |
| Service Dates: | |
| Approximate Contract Value: | \$ |

ATTACHMENT B CLAIMS/LIENS/LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes _____ No _____

If yes, please attach additional sheet(s) to detail the issue, litigation amount, name of attorney's representing all parties, amount actually recovered (if any), and names of project owner(s) or manager(s) to include address and phone number.

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a contract, been terminated for cause? Yes _____ No _____

If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____

If no, please explain why:

7. List the status of all pending claims currently filed against your company:

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes _____ No _____

If yes, please explain in detail:

(Use additional or supplemental pages as needed)

ATTACHMENT C CONFLICT OF INTEREST CERTIFICATION

I certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this organization's participation in any activity related to the RFP or execution of the awarded Community Block Development Grant Disaster recovery (CDBG-DR) contract. For the duration of this contract, this organization agrees not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or a proposer on the Community Block Development Grant Disaster Recovery (CDBG-DR) contract.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Email Address: _____

Signature: _____

Date: _____

This information is subject to verification. If misrepresentation is found, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D SCOPE OF WORK PRICING WORKSHEET

ATTACHMENT D

Items to consider when using sample scope of work pricing worksheet:

Scope Item I: Grant Admin Services General

Position/Role may include:

- Administration
- Labor & Procurement
- Financial

Deliverable Descriptions may include:

- Vendors may choose to unit price (rather than time and effort generate) discreet activities with end results such as a unit service fee to coordinate public advertising, online posting, FAQ posting and result posting for any RFP
- Another could be each time a monthly status report is generated or a quarterly QPR is posted with their assistance.

Scope Item IV: Construction Management Services

Position/Role may include:

- Site Inspector
- Project Manager
- Design Reviewer
- Payment Reviewer

Deliverable Descriptions may include:

- Substantial completion punch list completion
- Each draw inspection site visit (in lieu of hourly)
- Note to be careful NOT to incentivize items that could be unit priced but for which program want to limit such as reviewed/approved change orders or warranty claims

Scope Item V: Site Inspections

Position/Role may include:

- Manager
- Reporting Coordinator
- Administrative Assistant (doc uploads, etc.)

Related Unit Priced Services may include:

- Combined damage inspection and Estimated Cost of Repair (ECR)
- Vacancy inspections
- Elevation certs (when needed)
- Lead inspections, as needed

- Asbestos inspections, as needed
- Radon or mold inspections, as needed
- Make sure contracts clarify what triggers these so that inspections are performed where not necessary or warranted. (e.g., mold reports when there was no evidence of mold during ECR)

COMPLETE AND SUBMIT

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF BRUNSWICK ("CITY"), a municipal corporation, by _____.

WHEREAS, _____ has submitted a bid to CITY OF BRUNSWICK so as to provide _____.

NOW, THEREFORE, as an additional consideration in CITY OF BRUNSWICK awarding the bid to _____.

_____ agrees to indemnify and hold harmless CITY OF BRUNSWICK, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of CITY OF BRUNSWICK, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to CITY OF BRUNSWICK's sole negligence or willful misconduct of CITY OF BRUNSWICK. _____ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority ____ day of _____, 2020.

[CORPORATE NAME]

By:
Title

Attest:
Title

[Affix Corporate Seal]

COMPLETE AND SUBMIT

CERTIFICATION OF NON-COLLUSION

The respondent being sworn, disposes and says,

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this submittal.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

GOVERNING LAW AND VENUE

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in City of Brunswick, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

