

CITY OF BRUNSWICK GEORGIA

January 2018

**MAGNOLIA PARK
STORM DRAINAGE, WATER UTILITY
AND ROADWAY IMPROVEMENTS**

REQUEST FOR PROPOSALS

(#E-10)



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MAGNOLIA PARK IMPROVEMENTS

RFP (#E-10)

1. Invitation to Service Providers

The City of Brunswick, Georgia (the City) will receive sealed technical and fee proposals for Magnolia Park Improvements until Friday, March 2, 2018, at 2:00 p.m. EST for the above referenced services which are described in the attached schedules. The City invites service providers to submit proposals responsive to the specific requirements set forth in this request for proposals (RFP).

A mandatory pre-proposal conference has been scheduled for Wednesday, February 14, 2018, at 10:00 a.m. in the City Hall 2nd Floor conference room, 601 Gloucester Street, Brunswick, Georgia 31520. **All service providers who plan to submit a proposal are required to attend the pre-proposal conference.** Any questions and/or specifications that may need clarification should be submitted in writing, according to the attached schedule, and forwarded to the Purchasing Agent at the below mailing address or email address.

The envelopes containing the proposal **must be sealed**, and addressed to:

J. Aaron Dunham Jr.
Purchasing Agent
City of Brunswick
601 Gloucester Street, City Hall
Brunswick, Georgia 31520
ADunham@cityofbrunswick-ga.gov

All proposals must be marked **“Magnolia Park Improvements” RFP (#E-10)**. The envelope must bear on the outside the name and address of the Service provider. No proposal may be withdrawn or modified in any way after the deadline for proposal openings, and no faxed or electronic submissions of proposals will be accepted.

Proposals must be valid for ninety (90) days following the opening date.

The service providers' response shall include six (6) copies of a technical proposal and fee proposal with all other information requested in this Request For Proposal (RFP). The fees shall be the full cost to the City, and the City may request additional information by proposers, including a presentation if deemed necessary to clarify elements of their bid proposals. The City also reserves the right to make independent investigations as to the qualifications of each service provider, including existing customers, or site visits to existing operations or past projects.

The City anticipates making a single award; however, it reserves the right to make multiple awards should it deem it in the best interest of the City. Such an award, if any, is projected to be accomplished within sixty (60) days from the proposal opening.

The City reserves the right to reject any or all proposals, waive technicalities and make the award in the best interest of the City which includes choosing a service provider that did not submit the lowest overall proposed fee but provides the best overall value for the City.

~End of This Section~

2. Background:

The Magnolia Park Subdivision is located in the northern portion of the City of Brunswick. It is bordered by Altama Avenue on the east side, Habersham Street on the west, Brunswick High School on the south, and Community Industrial Park to the north. The neighborhood has asphalt paved roadways, and is served by municipal water and sewer utilities provided by the Brunswick-Glynn Joint Water and Sewer Commission (BGJWSC).

The roadways within the neighborhood are in various states of disrepair and in need of resurfacing. Many of the storm drainage roadway crossings are constructed of corrugated metal pipe. Similarly, the water lines in the neighborhood are outdated and in need of replacement. The scope of this project will include storm drainage inlet and crossing replacement, water line replacement, and roadway reconstruction.

3. Project Locations:

The roadways included in the scope of this project are Pinewood Drive, Woodland Way, Formosa Circle, Poinsettia Circle, Cherry Street, Peachtree Street, Tara Lane, and a portion of Habersham Street. These areas are illustrated on the attached project map.

4. Addenda

If the City determines that an amendment is required to this RFP, the City Representative will post a written addendum on the City Website at <http://www.brunswickga.org> (the “City Website”) and upon posting will be deemed to form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, submitting firms shall acknowledge receipt of any addenda, and will be deemed to have received notice of all addenda that are posted on the City Website.

5. Examination of Contract Documents

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

6. Evaluation and Selection:

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team will consist of City engineering, purchasing, and administrative staff members as well as BGJWSC engineering, purchasing, and administrative staff members. The Evaluation Team will provide a written recommendation for the selection of a Preferred Proponent(s) to the City.

Proposal(s) that satisfy the minimum requirements will be scored as follows:

Price Proposal	30 possible points
Experience	30 possible points
Staffing / Capacity to complete project / Schedule.....	20 possible points
References.....	15 possible points
Local Preference Firm(s).....	5 possible points

6.1 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

(a) PRICE PROPOSAL

The City will consider the proponent's price proposal in terms of completeness, value, local market and substantiated industry standards. The Proponent's price proposal shall be itemized so that fees for each task (surveying, engineering/design, construction administration, etc.) are clearly discerned.

(b) EXPERIENCE AND QUALIFICATIONS

The City will consider the proponent's past experience in undertaking similar projects in type, scope, and budget. At a minimum, the proposal should contain the following information:

- 1) Business Organization - State the full name, address, phone number and e-mail address of your business and whether you operate as an individual, partnership, or corporation. Also indicate if you are a female or minority owned and/or operated business.
- 2) A comprehensive list of the firm's experience with municipal programs pertaining to roadway and utility improvements shall be considered. If applicable, also identify other services performed for federal, state or municipal programs.
- 3) Proposals shall contain information detailing staff members' professional certifications and qualifications relative to roadway and utility improvement projects. These qualifications shall include, but are not limited to, registered land surveyors, professional engineers, engineering design staff members, and utility location firms or individuals.
- 4) Some proposing firms may not have the capacity to complete all project tasks (such as surveying) "in-house." In the event that a proposing firm plans to use another firm (sub-contractor) to assist with completion of the project tasks, the above-listed items shall also be provided for the sub-contractor.

(c) STAFFING / CAPACITY OF FIRM / PROJECT SCHEDULE

Proposals shall include information regarding the firm's current staff configuration as well as the firm's current workload, including outstanding projects, in order to assure that the proposed project can be completed in a timely manner. Staffing and capacity information shall be provided for any sub-contractors as well. A proposed schedule of deliverable dates shall be provided and the project schedule shall be evaluated as part of the firm's overall score. Dates to be provided include:

- Existing conditions survey complete
- Construction plans complete – 60%
- Construction plans complete – 90%
- Construction plans complete – 100%

(D) REFERENCES

Submitting firms shall include references from clients and owners of similar projects. The evaluation team may contact the references provided in order to verify customer satisfaction, job performance, compliance with proposed fees, ability to meet project schedules and deadlines, and other facets of project performance.

(E) LOCAL PREFERENCE

Submitting firms shall be evaluated for their local presence. Points will be awarded to firms that possess a City of Brunswick or Glynn County business license and local business outlet.

7. Additional Information:

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

8. Negotiation of Contract and Award:

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the City and the Preferred Proponent(s) will finalize the Contract(s); or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

The City is under no obligation to accept any Proposal submitted. The City reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the City, or cancel the competition at any time without award. Thereafter, the City may issue a new Invitation / Request, sole source or do nothing. All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the contractor. All supporting documentation and manuals submitted with this proposal will become the property of the City of Brunswick unless otherwise requested by the contractor at the time of submission.

9. General Conditions:

9.1 No City Obligation:

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

10. Expenses:

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

11. No Contract:

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

12. Conflict of Interest:

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, Proponents should provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the City's request.

13. Scope of Work:

The project as defined in this RFP shall consist of surveying and engineering services necessary to complete the storm drainage, water utility, and roadway improvements on the designated streets in the Magnolia Park subdivision. The required tasks shall include:

- Utility Location – All existing underground utilities shall be located by an established utility location subcontractor. This comprehensive utility locate shall include water, sanitary sewer, storm drainage, gas, electric, communication, and any other underground utilities in the project area.
- Surveying – Topographic surveying of the existing features of the project area including roadway, curb, driveways, utilities as mentioned above, storm drainage inlets, and any other features within the apparent right-of-way. Topographic cross sections shall be provided at intersections, storm drain crossings and 50 ft. each side, and at 100 foot intervals along roadways. Storm drain pipes shall be located at the roadway crossing and at the existing ditches on each end of the crossing. Boundary surveying is not included in the project scope.
- Engineering and Design – Produce construction plans sufficient to complete the water utility, storm drainage, and roadway improvements. Existing water lines shall be properly abandoned in place and replaced as designated (see exhibit). Existing corrugated metal storm drain pipes and associated inlets shall be replaced in same location, pipe size, and invert. Existing asphalt pavement and aggregate base shall be removed and replaced with improved pavement section. Curb and gutter shall be removed and replaced in locations to be determined by the City. Firm shall also prepare opinion of probable construction cost. Proposal shall include progress meetings at completion of existing condition survey, 60% design completion and 90% design completion.
- Construction Administration – Firm shall provide necessary project specification and bid documents sufficient for advertising and accepting contractor bids. Firm shall also provide contract administration services to assist with tasks such as pre-construction meeting attendance, pay requests, change orders, etc. Firm shall also provide periodic construction observations and Erosion and Sedimentation Control inspections as required. Proposal shall also include production of Record Drawings (roadway/drainage, water, and sewer). Proposed fees for these CA services can be provided on an hourly basis.

13.1 Deliverables:

- Construction plans (sealed by Professional Engineer) including:
 - Existing conditions
 - Water utility abandonment and replacement plans and details
 - Storm drainage removal and replacement plans and details
 - Roadway and curb & gutter reconstruction plans and details
 - Erosion and Sedimentation Control plans and details
- Engineer's Opinion of Probable Cost
- Project Specifications and Bid documents

14. Submission of Proposals:

Submission of a proposal indicates the Contractor agrees to the terms, conditions and other provisions contained in the RFP, unless the Contractor clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.

Exceptions presented in a proposal are not to be considered incorporated into the contract between the City of Brunswick and the selected Contractor unless and until the City agrees to accept such exceptions.

The selected Contractor must acknowledge and agree that the contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the proposal selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the City and selected Contractor.

No oral statements or any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting contract.

A formal contract will be negotiated after the selection of a firm for the services identified in the scope of services by the City of Brunswick. The contractor shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by the City of Brunswick, it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the municipality. The request for assignment must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.

A provision to the effect that the municipality, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contractor, for the purpose of making audit, examination, excerpts and transcriptions. The City of Brunswick shall require contractors to maintain all required records for five (5) years after the City of Brunswick makes final payments and all other pending matters are closed.

-End of This Section-

DRUG FREE WORK PLACE CERTIFICATION

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business'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 for drug abuse violations.

As a condition of working on the commodities or contractual services then under Proposal, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Title

Date

VENDOR AFFIDAVIT AND AGREEMENT

(Failure to submit will render Proposal non-responsive you must use this form, you must be enrolled in this program, and you must include your user ID #)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The City of Brunswick has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with The City of Brunswick will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Brunswick, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by The City of Brunswick. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Brunswick at the time the subcontractor(s) is retained to perform such service.

EEV Number

Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE DAY OF _____, 20__.

Notary Public

My Commission Expires: _____

Note: As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS)

REPRESENTATION AFFIDAVIT

(TO BE SUBMITTED)

This proposal is submitted to The City of Brunswick, Georgia Board of Commissioners (City) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and The City of Brunswick. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the granted contract.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the Proposer's proposal with no re-submittal rights.

The successful Proposer understands that the City, after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the City's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive Proposals is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Company Name: _____

Authorized Person: _____ Signature _____

(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone : _____ Fax: _____

Name and telephone number of person to whom inquiries should be directed:

Name: _____

Address: _____

Title: _____ Telephone _____ Fax: _____

_____ E-mail: _____

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

	Y	N
Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

Principals: The full names and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

References: The Proposer lists below work he has done of similar nature as this solicitation, as references that will afford the City opportunity to judge as to experience, skill, business standing, and financial ability.

CONTACT	PHONE	
PERSON	TITLE	NUMBER/EMAIL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATEMENT OF INSURANCE COVERAGE

This is to certify that

(Insurance Company)

of

(City/State)

(Insurance Co. Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it is agreed that the insurer will endeavor, if allowed by the policy, to provide the Owner thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. Such notice shall be delivered to:

The City of Brunswick Georgia Board of Commissioners, Purchasing Agent, 601 Gloucester Street, City Hall, Brunswick, Georgia 31520.

It is further agreed that The City of Brunswick Board of Commissioners shall be named as an additional insured on the Contractors policy

1. Insured:

2. Project Name: **Magnolia Park Roadway and Utility Improvements**

3. Project Number: (# E-10)

4. Policy Numbers(s):

DATE:

(INSURANCE COMPANY)

ISSUED AT:

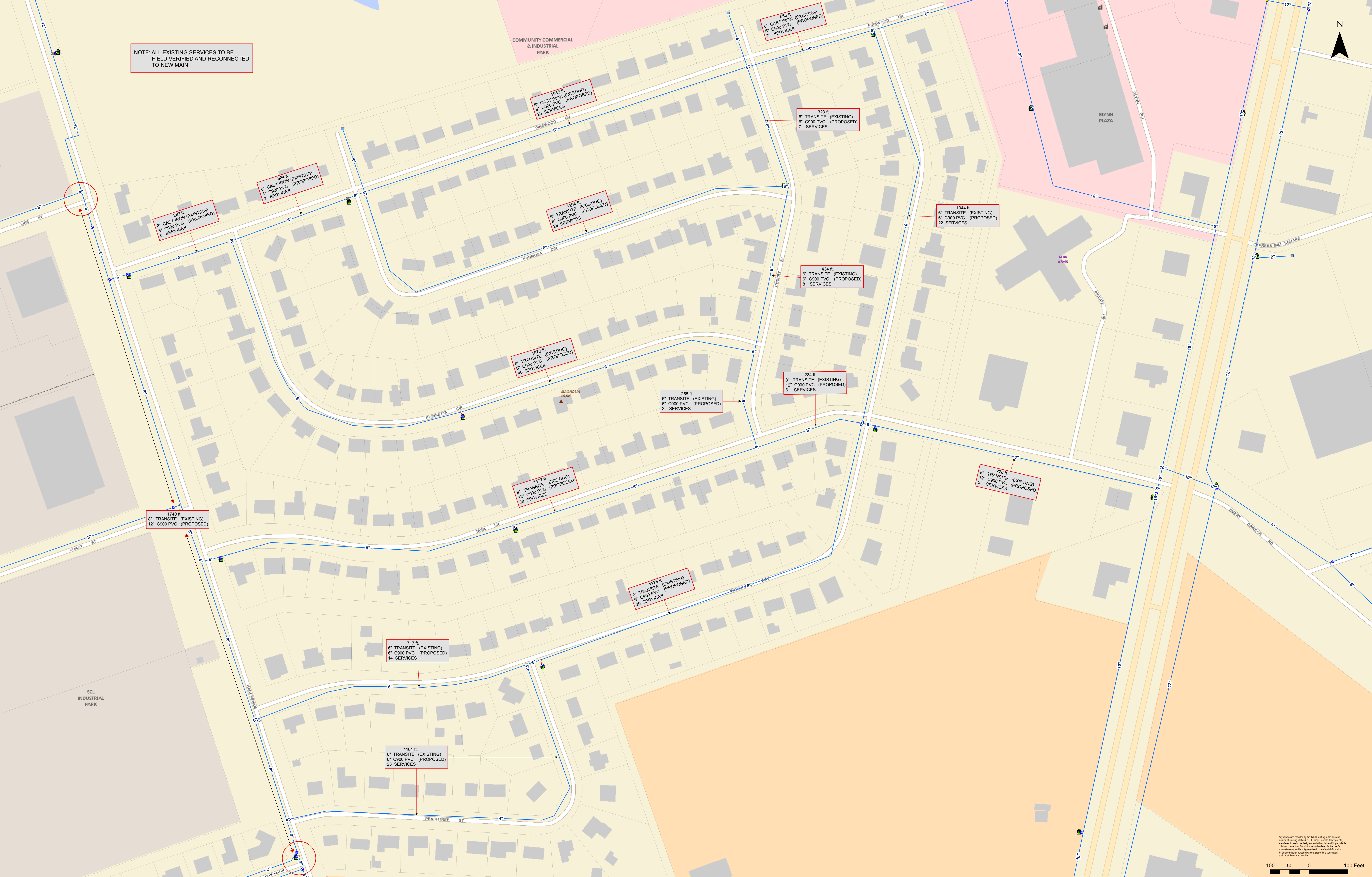
(AUTHORIZED REPRESENTATIVE)

ADDRESS:

NOTE: Please attach Certificate of Insurance form to this page

(Attach any endorsements)

NOTE: ALL EXISTING SERVICES TO BE FIELD VERIFIED AND RECONNECTED TO NEW MAIN



100 50 0 100 Feet



Magnolia Park

BRUNSWICK-GLYNN JOINT WATER & SEWER COMMISSION
1703 GLOUCESTER STREET BRUNSWICK, GA 31520

EXHIBIT