
VILLAGE OF INDIANTOWN



REQUEST FOR PROPOSALS

for

EMERGENCY SHELTER PROJECT

RFP #2023-001

February 9, 2023

VILLAGE MANAGER'S OFFICE
Village of Indiantown
15516 SW Osceola St., Suite B
Indiantown, FL 34956

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EMERGENCY SHELTER PROJECT

RFP #2023-001

I. REQUEST SUMMARY

The Village of Indiantown (Village) seeks proposals for professional services to provide Engineering and Construction Services to harden the existing Civic Center structure, as set forth in this Request for Proposal (RFP).

The intended result of the Program is to harden the existing Civic Center facility to be utilized as a pet-friendly emergency shelter during natural disaster events.

The performance period is anticipated to begin in June 2023 until April 2026.

II. INTRODUCTION

A. Community Profile

Indiantown is a rural community in Florida's Treasure Coast first established in the early 1900's, then incorporated on December 31, 2017, and recognized as the newest local government in Florida. While its population of less than 7,000 is small, its resident engagement is active and its potential for community building and new business opportunity is considerable. The Village is governed by a Mayor and Council elected at-large, while day-to-day operations are directed by the Village Manager. There are minimal staff who provide robust and versatile talents and skills across many disciplines making for daily challenges.

The Village is approximately nine square miles with a residential population of approximately 6,800. The total adopted budget for FY 2022-2023 is approximately \$7.7 million.

B. Background

This Project is being partially funded with federal funds and granted under the Critical Facility Hardening Program of the Florida Department of Economic Opportunity, from the U.S. Department of Housing and Urban Development. The primary objective is to harden the current Civic Center facility as it serves a public safety purpose for the Village of Indiantown. The Project will focus on hardening the Indiantown Civic Center facility to mitigate the effects of hurricane winds and incorporate construction to accommodate pets. The mitigation activities consist of replacing the roof, retrofitting windows and doors with impact-resistant materials, installing an emergency power source, hardening the Heating and Ventilation Air Conditioning (HVAC) System

enclosure, and creating space that meets the requirements of the Federal Emergency Management Agency (FEMA) pet shelters, all of which will harden the Civic Center to be used as the only pet-friendly shelter within the vicinity.

The selected Engineer and Contractor should be familiar and have proven experience in complying with funding from the Federal government specifically with the Community Development Block Grant Mitigation Program (CDBG-MIT), and the Build America Buy America Act. The Contractor will work closely with Village Administration in order to comply with Federal Regulations and requirements.

C. General RFP Submittal Information

The Village's designated staff will evaluate proposals received. During the review process, the Village reserves the right, where it may serve the Village's best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of errors, or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the Village to all prospective proposers who have registered for the RFP via the Village's website.

The Village reserves the right to retain all proposals submitted. Submission of a proposal indicates the Proposer's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the Proposer selected.

The preparation of the proposal will be at the total expense of the Proposer. There is no expressed or implied obligation for the Village to reimburse responding Proposers for any expense incurred in the preparation of proposals in response to this request. All proposals submitted to the Village shall become properties of the Village and will not be returned. If any information in your proposal is confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records requests.

The Village reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Village. Any proposer may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the Village Council for appropriate action.

All proposals are due no later than **4:00 p.m. on Monday, March 6, 2023**, at which time they will be opened and date-stamped at the Village Clerk's Desk on the First Floor of Village Hall. Late submissions will not be accepted.

To be considered, proposers must send one (1) color original, one (1) USB flash drive with a searchable PDF copy of the proposal in its entirety and three (3) hard copies of their proposal in a sealed envelope with the name of the company submitting the proposal and the title of “**RFP #2023-001-TK – Emergency Shelter Project**” to:

**Village of Indiantown
Interim Village Manager/
Village Clerk
15516 SW Osceola St.,
Suite B
Indiantown, Florida 34956**

For a complete list of the Village’s RFP submittal terms and conditions, legal statements, and insurance requirements, please refer to the exhibits attached hereto.

D. RFP Questions

Questions regarding this RFP should be submitted by e-mail to **both** Nicole Grant at ngrant@indiantownfl.gov **and** Laura Wittenbauer, Kimley-Horn, Inc. laura.wittenbauer@kimley-horn.com by Wednesday, February 24, 2023. All firms registered for the RFP will receive responses to questions and any other addenda that may be released, via e-mail by Friday, February 24, 2023.

E. Schedule

The Village reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this RFP process as follows:

RFP released:	February 9, 2023,
Deadline for receiving questions:	February 24, 2023
Response to questions:	February 28, 2023
Proposals due:	March 6, 2023, at 4:00 pm
Review Committee Selection:	March 14, 2023, at 2:00 pm

III. SCOPE OF SERVICES

The Village of Indiantown intends to retain the services of a qualified Florida licensed Engineer and Contractor for the Construction Phase of the project. The Engineer and Contractor are to meet the requirements of the project as outlined in this RFP. Best industry practices and/or best management practices may require additional services not explicitly enumerated.

The selected Engineer and Contractor shall provide the following deliverables:

Deliverable 1 – Engineering

1. Complete Feasibility Study and construction documents to facilitate hardening of the existing Civic Center structure.
2. Perform preliminary site visit to the subject property to determine the configuration of existing masonry walls and evaluate the condition and/or presence of reinforcing and grout in the cells. Engineer to provide a summary of findings and recommendations to the Village of Indiantown.
3. Provide construction documents in accordance with the 2020 Florida Building Code. The construction documents will be a set of construction plans and specifications that will include at a minimum the following:
 - Roof: Truss retrofits or replacement (based on the site visit findings), roof uplift connections, and roof covering replacement.
 - Exterior envelope improvements: Modification of exterior walls to add columns and lintels adjacent to openings, if required, based on field investigation.
 - Opening protection: Strengthen or protect all openings including the windows, doors, and exhaust vents by replacing existing windows with impact-rated glazing or the addition of shutters.
 - HVAC: Construct a protective enclosure and/or covering for the existing air conditioning units.
 - Power: Installation of a limited emergency backup power source.
4. Submittal of signed and sealed construction documents for bid solicitation and permitting with the Building Department of the local jurisdiction (Village of Indiantown).

Deliverable 2 – Construction

1. Engineer shall oversee the construction and certify that the work is in accordance with the construction documents.
2. Contractor shall remove and properly dispose of existing roof covering and procure and install roof covering as identified in the design drawings.
3. Contractor shall retrofit or replace existing roof trusses including installation of roof uplift connections (to take place while the roof covering is removed).
4. Contractor shall modify the existing masonry walls, as needed, based on Summary of Findings from the Engineer.
5. Contractor shall construct hardened enclosure for the existing air conditioning system in accordance with the permitted construction documents.
6. Contractor shall procure and install emergency generator of sufficient size to continue operations at 100% power, as well as automatic transfer switch and

related electrical upgrades.

IV. PROPOSAL OUTLINE TO BE SUBMITTED

The proposal shall be organized and submitted with the following elements:

A. Cover Page

Briefly introduce the Respondent, explain the interest in providing the services, and why the Respondent is qualified to provide the services.

B. Table of Contents

C. Executive Summary

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers.

D. Questionnaire/Response to Scope of Services

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.

E. Attachments

V. QUESTIONNAIRE

A. Company and General Information

1. Company name and address.
2. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.
3. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

B. Qualifications and Experience of the Firm

1. Describe your firm's history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
2. What is the primary business of the parent company and/or affiliates?
3. Which office(s) of your organization will have primary responsibility for managing this account? List the members of your team who will be responsible for providing the services and for ongoing support. Describe the duties of these team members.
4. Provide the estimated number of hours (weekly) and billing rate for each consultant team member providing services.
5. What is your firm's experience conducting the services requested? Describe comparable services performed by your firm in the last five years, including the number of accounts, scope of service, and their status.
6. Comment on other areas that may make your firm different from your competitors.

C. Qualifications and Experience of Proposed Project Team

1. Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past three years and their level of involvement. A description of how overall supervision will be provided should be included.
2. Identify and provide the resume(s) of the personnel who will be assigned to this project.

D. Questions/Response to Scope of Services

1. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections.
2. Provide a statement of the service(s) that differentiate your firm from other respondents.

E. Fees

1. Provide your fees for the proposed services. Fee quotes should be detailed by service.
2. Outline billing and payment expectations, including timing and method of payment.
3. Describe any remaining fees not previously detailed in the above, i.e. for ad-hoc services.

F. References

List the name, address and telephone number of references from at least three recent similar projects. Include a brief description of the work provided for each reference. Florida municipal or county projects are preferred. You may offer more than three recent similar projects if desired. The references should include the start date of the project and the date of completion for each project.

G. Implementation Schedule

Include a detailed implementation schedule with an estimated start date of June 1, 2023, and note of key milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

H. Certificate(s) of Insurance

The Village will require the successful Respondent (or Proposer) to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached Village Draft Standard Agreement for more information on the Village's insurance requirements.

I. Business Tax Certificate

The proposing organization does not require an Indiantown business tax certificate to respond to this RFP. However, the successful proposer may be required to acquire an Indiantown Business Tax Certificate during the contracting process and maintain the certificate throughout the contracted period.

J. Standard Village Professional Services Agreement

The Village will require the successful company to execute a professional services agreement with the Village. Please review the attached draft agreement and identify any questions, changes, or areas of concern in your proposal to the Village. Any/all requests for changes to the agreement must be included with the responsive proposal. A company's failure to respond with proposed changes to the draft agreement indicates their concurrence with its terms and conditions.

VI. EVALUATION OF PROPOSALS

Proposals will be judged on the Proposer's ability to provide services that meet the requirements set forth in this document. The Village reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to provide services meeting a satisfactory level of performance in accordance with the Village's requirements. Interviews and presentations by one, several, or all of the Proposers may be requested by evaluators if deemed necessary to fully understand and compare the Proposer's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

Proposals will be evaluated on the basis of the following criteria:

- | | |
|--|-------------------|
| 1. Qualifications & Experience | Section IV, B & C |
| 2. Questions/Response to Scope of Services | Section IV, D |
| 3. Fees | Section IV, E |
| 4. References, Schedule & Required Forms | Section IV, F – I |

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the Village. After evaluating the proposals and discussing them further with the finalists, the Village reserves the right to further negotiate the proposed work and/or method and amount of compensation.

VII. SCORING

The Village's evaluation and selection process shall be a qualifications-based selection process for the Work/Services to be rendered. Response packages shall be objectively evaluated to determine the best overall RFP conformance and the best offering to the Village for the Work/Services proposed by the most responsive, responsible Company. **Evaluation of the qualification response packages shall initially be based upon a one hundred (100) point scoring system.** The scoring range for each criterion is provided below:

RFP 2023-01 Scoring Worksheet

Firm Name:			
	Range of possible scores per criterion	Score assigned	Comments/Considerations
Firm/Company Qualifications	0-35		
Methodology/Technical approach; Understanding of the Scope of Services	0-35		
Management, Supervisory and Staff Experience	0-30		
Total Score			

SUPPLEMENTAL TERMS AND CONDITIONS AND LEGAL STATEMENTS

SUPPLEMENTAL TERMS AND CONDITIONS

- I. Submission of a proposal shall be deemed a binding offer to enter into a contract with the Village. Any proposed modifications to the agreement shall be signed by the successful Proposer and returned, together with the certificate of insurance required pursuant to said Section of the Agreement within ten (10) days after the Notice of Award.
- II. All Proposers shall be presumed to understand all of the terms, conditions and requirements of the agreement as stated in the specifications and to be thoroughly familiar with the project.
- III. The selected Proposer shall be required to obtain all applicable Indiantown permits and business licenses. The cost of these items shall be included in the total proposal price.
- IV. Any proposal may be withdrawn prior to the RFP opening time provided that the request is in writing and signed by the authorized representative. The withdrawal of a proposal shall not prejudice the right of the Proposer to file a new proposal to the time and date set for the opening of proposals. No proposal received after the time fixed for the RFP opening will be considered.
- V. Subsequent to the RFP opening, a Proposer shall be relieved of a proposal due to mistakes only if the Proposer can establish to the satisfaction of the Village that all of the following circumstances exist:
 - a. A mistake was made;
 - b. The Proposer gave the Village written notice within five (5) days after the opening of the proposals of the mistake; specifying in the notice, in detail, how the mistake occurred;
 - c. The mistake made the proposal materially different than the Proposer intended it to be;
 - d. The mistake was made filling out the proposal and not due to error in judgment or to carelessness in reviewing the scope of service or specifications as stated in the RFP.
- VI. The Village reserves the right to seek supplemental information from any proposer at any time between the dates of proposal submission and the RFP award. Such information will be limited to clarification or amplification of questions asked in the original proposal. Any proposer may be subject to personal interview and inspection of their business premises prior to award.
- VII. The Village reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of proposal

or all items of proposal if deemed in the best interest of the Village. In addition, the Village reserves the right to do any, or all, of the following:

- a. Reject any or all proposals or make no award;
 - b. Issue subsequent RFP;
 - c. Cancel the RFP;
 - d. Remedy technical errors in the request for proposals;
 - e. Modify any requirements contained within the RFP and request revised submittals from Proposers determined to be within the competitive range;
 - f. Award a contract to one or more Proposers;
 - g. Accept the written proposal as an offer, without negotiation and issue a notice to proceed, if applicable.
- VIII. The Village reserves the right to contract with any of the organizations responding to this RFP based solely upon its judgment of the qualifications and capabilities of that organization.
- IX. All materials submitted regarding this RFP become the property of the Village. Responses may be reviewed by any person at RFP opening time and thereafter. The Village has the right to use any or all information presented in reply to this request, subject to the limitations outlined in Proprietary Information below. Disqualification of a proposer does not eliminate this right.
- a. *Proprietary Information* – Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable Village Procurement Regulations and the Florida Public Records Act.
- X. The Village is not liable for any cost incurred by proposer prior to issuance of an agreement, contract, or purchase order.

LEGAL STATEMENTS

All proposers must meet the following contractual and legal requirements in order to enter into a contractual agreement with the Village:

I. PROHIBITED INTERESTS

- a. Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For violation of this warranty, the Village shall have the right to annul this contract without liability;
- b. Contractor agrees that, for the term of this Contract no member, officer, or employee of the Village, or of a local public body during his/her employment for one (1) year thereafter, shall have any interest, direct or indirect, in this contract, or to any benefit arising thereof;
- c. The employment by Contractor of personnel on the Village's payroll will not be permitted in the execution of this contract, even though such employment may be outside of the employee's regular working hours or on Saturdays, holidays, or vacation time; further, the employment by the Contractor of personnel who have been on the Village's payroll within one (1) year prior to the date of contract award, where such employment is caused by and/or dependent upon Contractor securing this or related contract with the Village, is also prohibited.

II. ANTI-LOBBYING PROVISION

- a. During the period between proposal submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the Village of Indiantown Village Council or Village staff except in the course of Village-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the Village;
- b. This provision is not meant to preclude offerors from discussing other matters with Village Council members or Village staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

- III. **NON-DISCRIMINATION PROVISION:** The Village of Indiantown encourages the participation of Small Business Enterprises (SBEs) and Disadvantaged Business Enterprises (DBEs) in its procurement and contracting activities. The Village reaffirms its commitment to award its contracts and purchase orders in a non-discriminatory manner regardless of the individual's or entity's ancestry, age, color, physical and/or mental disability, genetic information, gender identity, gender expression, marital status, medical condition, military and/or veteran status, national origin, race, religion, sex/gender, or sexual orientation.
- IV. **PROTECTION OF RESIDENT WORKERS:** Protection of Resident Workers: The Village of Indiantown actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.