

REQUEST FOR QUALIFICATIONS
ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE CONSTRUCTION OF AN
ACTIVITY CENTER AT LEGION FIELD
IN THE CITY OF PENSACOLA, FLORIDA

RFQ No. 10-011

The City of Pensacola, Florida, is requesting statements of interest and qualifications from professional architectural and engineering firms with experience in the following areas: Programming, Conceptual and Schematic Design, Design Development, Production of Contract Documents, Estimating, Construction Administration and other related tasks for a project that calls for the construction of an activity center at Legion Field.

Work to be completed under this contract shall have construction costs not expected to exceed \$400,000.

Sealed statements of interest and qualifications meeting the attached criteria with an original signature and six (6) additional copies may be delivered to the Purchasing Office located on the 6th floor of City Hall, 222 W. Main Street, Pensacola, Florida, 32502, by not later than:

May 4, 2010 at 2:30 p.m. local time

Complete specifications, if not attached, or additional information may be obtained upon application to the Purchasing Office, 6th floor of City Hall, 222 W. Main Street, Pensacola, Florida. Contact rdonahue@ci.pensacola.fl.us or telephone (850) 435-1835.

The City of Pensacola adheres to the Americans with Disabilities Act and will make accommodations for access to City services, programs, and activities. Please call 435-1835 for further information. Requests should be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all submittals, to award to multiple firms, to waive any submittal informalities and to re-advertise for bids when deemed in the best interest of the City.

ATTEST:

Ericka L. Burnett
City Clerk

City of Pensacola

Alvin G. Coby
City Manager

The City of Pensacola provides equal access in employment and public service.

Architectural and Engineering Services
For the Construction of an
Activity Center at Legion Field
In the City of Pensacola, Florida

SECTION A: PROJECT BACKGROUND AND PURPOSE

The City of Pensacola is situated in Northwest Florida on Pensacola Bay. The City has an active Parks and Recreation program that serves the estimated 55,000 citizens of the City. The City has a number of major sports complexes including Legion Field located at Gregory & “G” Street. The Legion Field Sports Complex already has a building that includes men and woman restrooms, a large concession area with pull down metal window covers, a storage room and small office area. This project calls for the combining of the existing facility with the addition of a new Activity Center.

The purpose of this invitation is to retain professional consulting services to assist with the design and construction administration of this project.

Description of Project

The main component of this project is the construction of a (one story) Activity Center which will provide indoor recreational space to be used primarily for activities such as neighborhood meetings and socials, youth tumbling and dance classes, a fitness room, a computer lab, a storage room and a small reception area with an office.

The new Activity Center will be (if possible) connected to the existing park structure on site to take advantage of the existing restrooms, concession area, and storage area. The new Activity Center will contain at a minimum the following activity components:

- Large Multi-Purpose Room that can be separated into two smaller rooms using a room divider.
- Restrooms - **only** if the existing building restrooms can not be incorporated for easy access from the new Activity Center.
- A warming kitchen – **only** if the existing building’s concession area cannot be incorporated into a warming kitchen while still being used as a concession stand during park sporting events.
- An Exercise Room with fitness machines and some free weights.
- A small office and reception area.
- A medium size meeting room.
- Storage area for 150 Chairs and 20 eight foot banquet tables.

In addition to the construction of the Activity Center, the Architectural Firm selected will need to evaluate whether additional parking spaces will be required due to the new activity center and whether additional lighting for the Football Field and general park lighting is necessary within the existing complex.

SECTION B: SCOPE OF SERVICES REQUIRED

The City, in conformance with the with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the purchasing policies and procedures of the City of Pensacola, is soliciting statements of qualifications from qualified professional architecture and engineering firms that are interested in providing professional services for this project, including the development of construction plans, specifications, cost estimates, contract documents and construction administration services.

The architectural and engineering firm will furnish necessary services to design and administer construction of this project. The actual construction work, procurement of equipment, materials and supplies, together with all other work and labor necessary for the construction of this project will be performed by the City, and/or general contractors and/or subcontractors of the City's choice. The method of awarding the contracts and the work contained therein shall be the sole decision of the City.

The Work provided by the architectural and engineering firm may consist of the following:

1. Preparation of a preliminary design and estimates to establish suitable and economical forms of construction.
2. Preparation of preliminary cost estimates for project.
3. Preparation of drawings and other assistance in obtaining necessary permits required for project.
4. Preparation of detailed drawings, specifications and related contract documents reasonably necessary to properly specify project for bid solicitation.
5. Assistance in obtaining and analyzing bids.
6. Recommendations for award and assistance in preparation of formal contract.
7. Interpretation of contract plans and specifications and special instructions to contractor.
8. Checking and approvals of shop drawings.
9. Verification and approvals of contractor progress payments.
10. Necessary periodic inspections of the job.
11. Reviewing laboratory, shop, field and mill test reports of materials and equipment.
12. Making final inspection and reports on completed project.
13. Supervision of topographical surveys and soundings.
14. Planning and direction for the sub-surface investigation.

The City, through the City Manager, shall reserve the right in the contract to terminate the contract and/or decline to award further project assignments to the consultant in the event that the City Manager determines, in his sole discretion, either that the consultant's work on this project assignment has been unsatisfactory, or that it would be in the best interest for the City to obtain the professional services of a different consultant.

SECTION C: PERSONNEL

All personnel to be assigned to this project are subject to approval by the City. Replacement personnel must have equivalent education and experience on the individuals whom they replace. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to the City for review and the City reserves the right to interview replacement personnel prior to its approval. The consulting firm shall be responsible for all briefings of replacement personnel as to the status of the project at no expense to the City.

SECTION D: PROPOSAL REQUIREMENTS

Form and Format:

1. Proposals shall be limited to 30 pages. Staple or spiral type binders only.
2. One (1) original and six (6) copies must be submitted in one proposal package.
3. PDF (portable document file) or other generally accessible electronic copy of the proposal must be provided on compact disk (CD).
4. Proposal should be structured in the following format:

Personnel Background and Experience:

5. Identify the project manager and the extent of the person's involvement with and availability during the project.
6. Resumes and location(s) of the personnel who will be assigned to work with, or consult with, the City of Pensacola must be included.
7. Provide information regarding professional licensures and certifications.

Firm Background and Experience:

8. Provide experience of the firm and staff with providing professional architectural, engineering services for similar projects for governmental bodies.

References and Performance:

9. Provide list of references related to the above experience.
10. Provide documentation of past performance meeting schedules and budgets.

Additional Information:

11. Provide any additional information which may be of value to the City during the selection process.
12. Indicate whether the firm is designated as an MBE, DBE or a City of Pensacola certified SBE firm or is partnering with a designated firm.

SECTION E: LENGTH OF CONTRACT

The contract time for the professional architectural and engineering consultant's services will be for a period sufficient for the successful completion of the Cobb Center project.

SECTION F: EVALUATION OF PROPOSALS

Written Proposals shall be evaluated and a selection made using the following criteria:

1. Ability to provide information in the response as required herein.
2. Composition, qualifications and availability of staff assigned to this contract.
3. Experience of the firm with respect to architectural and engineering services for this project.
4. Proximity to the project during design development and construction administration.
5. Demonstrated ability to meet schedules and budget estimates.
6. MBE, DBE, or SBE Designation/Participation

SECTION G: INTERVIEWS

Firms will be evaluated based upon the written qualifications submitted to the City of Pensacola. The City may schedule oral presentations/interviews for those firms short listed by the selection committee. Firms selected for oral presentations/interviews will be required to have the proposed project manager present at and participate in the interview.

SECTION H: AWARD AND CONTRACT EXECUTION

The qualification packages and the oral presentations/interviews shall be reviewed by a pre-determined selection committee and a recommendation made to the City Manager for approval.

SECTION I: GENERAL CONDITIONS

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. All responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

Rejection of Responses: The City reserves the right to accept or reject any or all responses, to waive any irregularities, technicalities, or informalities, and to re-advertise for a RFQ when deemed in the best interest of the City.

Responses/Proposal Receipt: Sealed responses will be accepted in accordance with the instructions detailed on the cover of this RFQ. After that date and time, responses will not be accepted. The Proposer shall file all documents necessary to support its proposal and shall

include them with its proposal. Proposers shall be responsible for the actual delivery of responses during business hours to the exact address indicated in the RFQ.

Governing Law: Proposers will agree that agreements shall be governed by the laws of the State of Florida and the venue for any legal action will be Escambia County, Florida.

Public Records: Any material submitted in response to this RFQ will become a public document pursuant to Florida Statue §119.07. This includes material which the responding proponent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statue § 119.07.

No Contingency Fees: By responding to this solicitation, each Proposer warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

Public Entity Crimes: By submitting a proposal each proposer is confirming that the firm has not been placed on the convicted vendors list as described in the Florida Statue § 287.133 (2) (a).

Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in the 325 zip code area,
- employs 50 or fewer permanent full-time employees,
- and a net worth of not more than \$1,000,000. As applicable to sole-proprietorships, the \$1,000,000 net worth shall include both personal and business investments.

If your company meets the criteria of a Small Business Enterprise as defined above, please include this information in your response.

INSURANCE AND INDEMNIFICATION

Before starting and until termination of work for, or on behalf of the City, the Consultant shall procure and maintain insurance of the types and to the limits specified.

The term City as used in this section of the Contract is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

The Consultant shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.

COMMERCIAL GENERAL, AUTOMOBILE, PROFESSIONAL AND UMBRELLA LIABILITY COVERAGES

The Consultant shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Consultant agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. Broad Form Commercial General Liability coverage or its equivalent shall provide at least, broad form contractual liability applicable to this specific contract, personal injury liability and broad form property damage liability. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this Contract.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage's. The coverage shall be written on an occurrence-type basis.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Consultant shall furnish copies of the Consultant's insurance policies, forms,

endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Consultant shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Consultant shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521

INSURANCE OF THE CONTRACTOR PRIMARY

The Consultant required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the Consultant's coverage. The Consultant's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Consultant shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Consultant shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property. The Consultant shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Consultant shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this contract. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Consultant agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters
(This Form Does Not Count Against Proposal Page Limit)**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.209-6 FAR Protecting the Government's Interest When Subcontracting
with Contractors Debarred, Suspended, or Proposed for Debarment
(This Form Does Not Count Against Proposal Page Limit)**

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

EVALUATION SHEET
ARCHITECTURAL/ENGINEERING SERVICES FOR COBB CENTER EXPANSION
WRITTEN RESPONSE
RFO# 10-011

Name of Firm: _____

Criteria (from RFQ Section F)	Maximum Points	Reviewer's Score
1. Ability to provide information in the response as required herein.	5	
2. Composition, qualifications and availability of staff assigned to this contract.	35	
3. Experience of the firm with respect to architectural and engineering services for Parks and Recreation building expansion and renovation projects.	35	
4. Proximity to the project during design development and construction administration.	10	
5. Demonstrated ability to meet schedules and budget estimates.	10	
6. MBE/DBE/SBE designation/participation	5	
TOTAL POINTS	100	

Comments:

Evaluator: _____