

ADVERTISEMENT
EXPRESSION OF INTEREST (EOI) PS # 2009-2275

Martin County Board of County Commissioners
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www.martin.fl.us

In accordance with Florida Statute Section 287.055, the Board of County Commissioners, Martin County, Florida, is soliciting Expressions of Interest (EOI) to provide Professional Engineering Services for:

COMMISSIONING AUTHORITY FOR CERTIFIED GREEN BUILDINGS

Sealed responses will be received at the above address until **2:00 PM** local time, on **September 23, 2009**.

Complete instructions may be downloaded from www.demandstar.com

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

INSTRUCTIONS TO CONSULTANTS

Martin County is soliciting Expressions of Interest for a professional engineering firm to be an objective advocate for the County in performing Green Building commissioning duties when following either the Florida Green Building Coalition (FGBC) standards or the United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) rating systems.

It is the function of a Commissioning Authority (CxA) to verify and insure that a building's energy related systems are installed, calibrated and perform according to the County's project requirements, basis of design and construction documents.

The CxA shall be responsible for:

1. directing the commissioning team and process in the completion of the commissioning requirements
2. coordinating, overseeing, and/or performing the commissioning testing, and
3. reviewing the results of the systems performance verification.

The firm must have documented CxA experience in at least two building projects in order to be considered for award of this contract.

The following projects may require the services of a commissioning authority:

- ☐ Biosolids Processing Facility
- ☐ Mulching / Construction & Demolition Debris Facility
- ☐ Aquatics Facility
- ☐ Traffic Management Facility
- ☐ Transportation Depot
- ☐ Other projects as listed in the adopted Capital Improvement Plan (CIP)

The initial contract shall be for a period of two (2) years, with possible one year renewal for a maximum of three (3) years. The total cumulative value of this contract shall not exceed \$300,000.00.

It is the intent of the County, in accordance with the provisions of the Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes, to enter into discussions either by telephone or in person with no fewer than three firms regarding their qualifications and ability to furnish the required services.

CRITERIA FOR SELECTION

Critiera	Point Value
Team Professional Abilities	0-15
Team Individual Accreditation	0-5
Past Performance relative to commissioning - provide a list of not more than three relevant projects performed in the last <i>five (5)</i> years (<i>maximum</i>), with one paragraph describing the project and the firm's responsibility, the name client, a contact person, telephone number, project schedule (start and completion dates), and project value in dollars.	0-15
Certified Minority Business – attach certificate (if applicable)	0-3
Location - regional map of firm's office location(s) annotated to reflect the address and telephone number	0-3
Recent, current & projected workloads	0-3
Willingness to meet time & budget requirements	0-3
Volume of work previously awarded by County	0-3

FORM OF SUBMITTAL

- Interested Consultants or firms are advised to provide in their submittals as precise information as possible pertaining to their capabilities, experience, and ability to provide the services outlined in this request and to adhere to the instructions herein.
- Each submittal must address each of the items referenced above, and shall be limited to specific instructions outlined above. A table of contents is presented below as an outline of your Submittal:

Table of Contents

- Cover letter / statement of interest *including e-mail address*, manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full (2 *page limit*)
 - Professional qualifications of firm and subconsultants, if applicable (3 *page limit*).
 - Professional qualifications of specific individuals assigned to the key components of the project (1 *page per person*).
 - List and description of three relevant commissioning projects performed in the last five years (3 *page limit*).
 - Regional map of firm's office location(s) within the State of Florida and sub-consultants or other professionals committed to supporting your firm in completing utility work (1 *page limit*).
 - Certified minority business enterprise status or utilization of others.
 - Copy of a Commissioning Report that the firm prepared for a past project (*submit entire report; no page limit*).
- Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.
 - Applicants must submit one (1) original and five (5) copies of the proposal and electronic copy of submittal on CD in PDF format.

5. **Submittals shall be bound by staple or binder clip and shall consist of paper only. All binders, plastic separators, non-recyclable material, etc. are prohibited.** Submittals will not be evaluated on the aesthetic of the package.

ADDITIONAL INFORMATION

1. Discussion with any County employee outside the Purchasing Division (including but not limited to the County Administrator and County Commissioners) about the project is strictly prohibited during the selection process and will result in disqualification. All questions concerning this selection process or this document, and protests, or appeals of the decision of the Selection Committee must be addressed in writing to the Purchasing Division and mailed to 2401 S.E. Monterey Road, Stuart, FL 34996, e-mailed to pur_div@martin.fl.us or faxed to 772-288-5414. Questions shall be received no later than ten (10) calendar dates prior to the response opening date. All questions will be answered via formal addenda in writing to all interested parties.
2. The County reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the County. Cost of the submittals is considered an operational cost of the Consultant and shall not be passed on to or borne by the County. All submittals shall become public records upon receipt by the County.
3. Submittals may be withdrawn prior to Submittal due date by written or faxed request dispatched by the Consultant and received by the Purchasing Division before the time for receiving Submittals has expired.
4. The County reserves the right to request clarification of information submitted and to request additional information of one or more Consultants after the deadline for receipt of Submittals.
5. Costs for preparation of a response to this request are solely those of the Consultant and the County assumes no responsibility for any such costs incurred by the Consultant. The County will not be liable for any costs incurred by the Consultant prior to execution of the contract by the parties.
6. Submittals shall be on letter sized paper and shall be printed with a minimum 12 point font.
7. Consultants are instructed NOT to fax their submittal. Faxed submittals shall be rejected as non-responsive.
8. Consultants must indicate on the outside of their envelope the following:
 - ☐ EOI Number & Name
 - ☐ Date and time of opening
 - ☐ Name and address of Consultant
9. No oral interpretation of this EOI shall be considered binding. The County shall be bound only when such statements are written and executed under the authority of the Purchasing Manager. Any and all interpretations and any supplemental instructions will be in the form of written addendum, which, if issued, will be sent by mail and/or faxed to all registered Consultants at the respective locations furnished for such purposes. A copy may be obtained from the Purchasing Manager where the documents are to be distributed. Failure of any Consultant to receive such addendum shall not

relieve said Consultant from any obligation under the EOI submitted. All addenda issued shall become part of the Contract Documents.

10. All Submittals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full on the Cover Letter/Statement of Interest. When a firm is a Consultant, the EOI shall be signed in the name of the firm by one or more of the partners. When a corporation is the Consultant, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the EOI as agent must file with it legal evidence of the signature authority. Consultants who are nonresident corporations shall furnish to the County a certified copy of their permit to transact business in the State of Florida along with their EOI.
11. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.
12. The Consultant understands that this EOI does not constitute an agreement or contract with the Consultant. County contracts are awarded only when a fully executed written agreement has been returned to the Consultant by the County.
13. Any Consultant who presents in its EOI to the County, any information which is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.
14. The recommended shortlist of firms will be posted for review by any interested parties at the Purchasing Office and on the Martin County Web Site at www.martin.fl.us. Failure to file a formal protest within the 72 hours of posting shall constitute a waiver of the protest option by Consultant.
15. Failure to follow or to comply with the Instructions to Consultants of this EOI may render the Submittal non-responsive and ineligible from further consideration.
16. Consultants are expected to examine this EOI and all instructions. Failure to do so will be at the Consultant's risk.
17. All Submittals must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing the EOI documents. All Submittal documents and/or necessary forms must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
18. The consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the consultant to carry out these requirements is a material breach of the contract which may result in the termination of the contract or such other remedy as the recipient deems appropriate.
19. It is the policy of the United States, the State of Florida, or the County that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned

small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor's compliance with this clause.

20. It is the intent of this solicitation to secure services to be used by Martin County. However, by proposing, the Consultant may accept purchases by other Florida Governmental agencies from this proposal. The successful proposer(s) and the other requesting Governmental agency shall handle any such purchases separately. As such, purchases or contracts with other Governmental agencies shall not apply to Martin County's contract limits. Martin County assumes no liability for materials or services ordered by any other Governmental agency by virtue of this proposal.
21. The successful proposer(s) will be required to monitor the performance of his employee on a periodic basis while they are assigned to the County. The successful proposer(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.
22. As required by FS 287.133; "A person or affiliate who has been placed on the convicted vendor list following a conviction for Public Entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount in Section 287.017, for category two for a period of thirty-six months from the date of being placed on the convicted vendor list". Questions regarding this statement should be directed to Bureau of State Procurement (904) 488-8131.