

CITY OF FORT MEADE

RFQ: CSC-17-02

CONTINUING CONTRACT FOR DESIGN SERVICES



CITY OF FORT MEADE
PO BOX 856
8 WEST BROADWAY STREET
FORT MEADE, FLORIDA 33841
(863) 285-1100
WWW.CITYOFFORTMEADE.COM

CITY COMMISSION

Mayor: Barbara Manley
Vice Mayor: Richard Cochrane
Commissioner: James Watts
Commissioner: Robert Elliott
Commissioner: Maurice Nelson

CITY STAFF

City Manager: Fred Hilliard
City Attorney: Thomas A. Cloud
Deputy City Clerk: Melissa Newman
Finance Director: Breanna Smith

REQUEST FOR QUALIFICATIONS

I. PURPOSE OF RFQ

- A.** The purpose of this Request for Qualifications (RFQ) is to solicit proposals from the most highly qualified firm to provide professional services to the City under a Continuing Contract for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, or for study activity where the fee for professional services for each individual study under the contract does not exceed \$200,000.
- B.** The intent of the City is to award a continuing contract to an architectural firm which shall also supply associated engineering services as needed or engage engineering sub consultants as needed in connection with the required design services.
- C.** It is possible that more than one firm may be selected to provide the services outlined in the Scope of Services in accordance with Florida Statute 287.055.

II. SCOPE OF SERVICES

- A.** The selected Proposer shall be required to provide professional services on an as-needed basis for the City.
- B.** In addition to other design projects authorized by the City Commission from time to time, it is anticipated that services to be provided under the Continuing Contract shall include design services in connection with emergency repairs, restoration and renovation of the Ft. Meade Community Center, Library and Mobile Home Park Activity Center.
- C.** Being selected as a continuing contract firm does not guarantee work nor does it obligate the City to call upon a Proposer's resources. Having the contract means a Proposer's firm met certain minimum qualifications that the City may need in the future and if the need and skill set line up, the Proposer could be asked for a proposal.

III. INSTRUCTIONS TO PROPOSERS

- A.** There will be a mandatory pre-proposal conference at City Hall, 8 West Broadway St., Fort Meade, FL 33841 at **2:00 pm, Wednesday May 17, 2017.**
- B.** Expressions of interest and qualification data will be received until **2:00pm on Wednesday June 14, 2017** at City Hall, 8 West Broadway St., Fort Meade, FL 33841, ATTN: Melissa Newman, Deputy City Clerk. Proposals received after this deadline **will not** be considered for award.
- C.** All inquiries are to be directed to Fred Hilliard, City Manager, via email fhilliard@cityoffortmeade.com only after the pre-proposal conference. No

answers given in response to questions submitted shall be binding upon this RFQ unless released in writing as an addendum to the RFQ. If any addenda are issued to this RFQ, City will attempt to notify all prospective Proposers. However, it shall be the responsibility of each Proposer, prior to submitting their proposal, to contact Fred Hilliard, City Manager, via email fhilliard@cityoffortmeade.com, to determine if addenda were issued and to make such addenda a part of the proposal.

- D.** The responsibility for delivering the Qualification Package to the City on or before the stated time and date is solely the responsibility of the Proposer. The City is not responsible for delays caused by the mail service or any other occurrence. Delivery of a package to any City location other than City Hall does not constitute official receipt by the City.
- E.** Time is scrupulously observed. Under no circumstances will late packages be accepted. Any late packages will be returned to the Proposer unopened. Proposer shall not include information or responses to qualification requests for more than one project in any one envelope.
- F.** The extent and character of the services to be performed by the Consultant or firm shall be subject to the general control of the City Manager and/or his designees. The consultant or firm shall not comply with requests and/or orders issued other than the City Manager and/or his designees who are authorized representatives acting within their authority for the City.
- G.** The contract shall be effective upon contract execution and within such time frames as may be set forth therein. The contract shall be for two years with an option by the City for a two-year renewal. The continuing contract may be terminated by the City at any time upon thirty (30) days' notice.
- H.** The City reserves the right to cancel this solicitation, reject any or all proposals, with or without cause, to waive any irregularity, variance, informality or error, whether technical or substantive in nature, and to accept the proposal which best serves the interests of and represents the best value to the City.
- I.** Subsequent to the submission of proposals hereunder, Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFQ with any City employee or any City Commission Member, other than the staff contacts identified herein. Any such communication initiated by a Proposer may be grounds for disqualifying the Proposer from consideration for award of this RFQ.
- J.** Once a proposal is submitted, the City shall not accept any request to correct errors or omissions in any calculations or information submitted.
- K.** The form of Continuing Contract which the successful Proposer will be required to execute is attached hereto.

IV. INSURANCE REQUIREMENTS

- A. Comprehensive General Liability**
 - 1. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

2. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - a. Premises and Operation
 - b. Workers Compensation (Statutory)
 - c. Independent Contractors
 - d. Products and/or Completed Operations Hazard
 - e. Broad Form Property Damage
 - f. Broad Form Contractual Coverage applicable to this specific Contract
 - g. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- B.** The City of Fort Meade must be added as an additional insured on all policies described above. The certified policies of insurance shall be submitted to the Finance Director ten (10) days prior to the commencement of any work under the contract. A certificate of insurance will be provided to the Finance Director for review and approval. The certificate shall provide for the City of Fort Meade to be named as additionally insured for Business Automobile Insurance and General Liability Insurance for work under this contract. A waiver of subrogation endorsement is required to be issued in favor of the City.
- C.** **Worker's Compensation Insurance** - Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 dollars (\$100,000.00) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
- D.** **Professional Liability Insurance** - \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Architect shall be required to provide continuing Professional Liability Insurance to cover the project for a period of five (5) years after the project is complete. **The deductible shall not exceed \$50,000 and the policy amount may not be reduced for defense costs.** The professional liability insurance shall also be maintained for a minimum of three (3) years after completion of the Services under the scope of any Work Order, including any modification(s) thereto. A waiver of subrogation endorsement is required to be issued in favor of the City.
- E.** **Cancellation and Re-Insurance:**
 1. If any insurance should be canceled or changed by the insurance company

or should any insurance expire during the period of this contract, the successful Proposer shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

2. The City shall be given thirty (30) days written notification of their intent to cancel or modify any stipulated insurance. Insurance coverage shall be written on an occurrence basis with a company licensed to do business in the State of Florida.

- F. Certificates of Insurance.** A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth shall be furnished by the firm to the City along with their qualification data. The firm shall either cover any sub-contractors on its policy or require the subcontractors to conform to all requirements for insurance contained herein.

V. INDEMNIFICATION

- A.** In accordance with Fla. Stat. §725.08(1), Architect shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Architect and other persons employed or utilized by Architect in the performance of the contract. The foregoing obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any Sub-consultant or other individual or entity under any contract, workers' compensation acts, disability benefits acts, or other employee benefit acts.

VI. PROHIBITION AGAINST CONTINGENT FEES

- A.** The Contract shall contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

VII. PROPOSAL FORMAT

- A. To expedite the evaluation of qualifications packages, it is mandatory that Proposers follow the format and instructions contained herein. The City is not liable or responsible for any costs incurred by any Proposer in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested. Applications that do not comply with these instructions may not be rejected. All information received will be maintained with the project file and cannot be returned.

- B. Proposer shall provide the following information on the outside of the sealed Qualification Package:

QUALIFICATION PACKAGE FOR: PROFESSIONAL DESIGN SERVICES for
CONTINUING SERVICE CONTRACT for
the CITY OF FT. MEADE

RFQ NUMBER: RFQ- **CSC-17-02**

QUALIFICATION DUE DATE: **2:00pm on Wednesday June 14, 2017**

QUALIFICATION PACKAGE FROM: _____

CONTACT PERSON :

CONTACT PHONE & E-MAIL : _____

- C. Proposers must submit (1) original and four (4) copies of the proposal. The original proposal must contain an original signature. Be sure that the individual signing the proposal is authorized to commit the Proposer's organization to the proposal as submitted. Each page of the proposal should state the name of the Proposer, the RFP number, and the page number. The City reserves the right to request additional data or material to support proposals. All material submitted in response to the RFP will become the property of the City.

- D. The proposal must be in the following format and provide the following information:
 - 1. Title Page
 - a. The name of the Proposer's firm, address, telephone number, name of contact person and the date.

 - 2. Table of Contents
 - a. Include a clear identification of the material by section and by page.

 - 3. Transmittal Letter
 - a. A letter of transmittal, signed by an authorized officer of your

company, briefly stating the Proposer's understanding of the services to be performed, how the project will be approached and a positive commitment to perform the services described herein. Provide the name(s) of the person(s) who will be authorized to make representations for the Proposer, their titles, office and E-mail addresses and telephone numbers.

4. Company Information
 - a. Name of Individual or Firm (including any "Doing Business As" names)
 - b. Office Location(s)
 - c. Internet Web Site Address (if any)
 - d. Details of Entity Business Structure (Corporation, Partnership, LLC)
 - e. Date Founded
 - f. Office address and telephone number
 - g. Proof of insurance
 - h. Indication of how long it would take to provide data after authorized to begin
 - i. List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract

E. Qualifications and Requirements - Each Proposer must:

1. Have at least five (5) years' experience having provided the scope of services as outlined in the RFP and provide details of this experience. The City will review the bank's incorporation date filed on Sunbiz.org by month and year. The submittal due date is the period of time counted for the three year experience.
2. Firms must include a copy of the firm's Registration and Licenses as an Architect by the State of Florida.
3. Provide an explanation of why the Proposer is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP.
4. It is recommended that the firm and all sub-consultants have an office within reasonable proximity to the City and demonstrate that they will be able to provide services in a timely manner.

F. References

The Proposer must provide five (5) verifiable references, preferably, a minimum

of three (3) municipalities/local governments/public organizations, for projects of similar scope as outlined in this RFP. Please ensure the contact information provided is up to date and accessible. The information provided for the references must include:

1. Name of the firm for which services were/or are being provided
2. Name of reference (project manager)
3. Type of services provided, the year services started and, if applicable, ended.
4. Phone number and updated e-mail address for reference (project manager).

G. Personnel Experience and Qualifications

1. Provide relevant experience and qualifications of key personnel (i.e. designated representative, project manager, etc.), including key personnel of subcontractors, that will be assigned to the City's accounts and experience and qualifications of subcontractors, if applicable
2. The composition of the team should include:
 - a. The names and titles of the employees in the area responsible for this contract
 - b. The name of the person who will be responsible for the coordination of work through to implementation

VIII. EVALUATION PROCESS

A. Review of Proposals For Responsiveness

1. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location of supporting office; and recent, current, and projected workloads of the firm.
2. Each proposal will be reviewed by a committee to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation that includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required. Failure to comply with these requirements or late submittal of a proposal may result in the proposal being deemed non-responsive and returned to the Originator, unopened.

B. Qualifications

Proposals will be evaluated on the criteria listed below.

1.	Professional qualifications and relevant experience of the Consultant, firm or individual to be assigned to this project (30 points)
2.	Approach to the project (20 points)
3.	Consultant's, firm's or individual's history of completing projects on time (15 points)
4.	Availability of firm or individual(s) for this project (15 points)
5.	Demonstration of cost control performance on previous projects (15 points)
6.	Certified Minority Status (Business Enterprise) (5 points)

C. Selection Process

In addition to the materials provided in the written responses to this RFQ, the City may request additional material, information, references, interviews or presentations from Proposer(s) submitting qualifications packages. The City may decide to conduct informal interviews instead of having formal presentations with selected firms, should they be required or warranted. Pursuant to F.S. 287.055, for the services to be performed under this resulting contract, the City shall evaluate current statements of qualifications and performance data on file with the City, together with those that may be submitted by other firms regarding the services to be performed under this resulting contract, and shall conduct discussions with, and may require presentations by, no fewer than three (3) firms regarding their qualifications, approach to providing the services, and ability to furnish the required services. Discussions may be held between the Selection Committee and the firms selected for interview based upon data submitted by each firm. Firms will be notified in writing as to whether or not they have been selected and if an interview or oral presentation is required.

IX. CONTRACT NEGOTIATIONS

A. After the committee has approved the Consultant selection, City staff will negotiate a consulting contract with the firm or individual(s). The Proposer selected for negotiation shall provide:

1. Its most recent audited financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period. A copy of the most recent business income tax return will be accepted if audited financial statements are unavailable.
2. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

3. Pricing and hourly rates shall be submitted during Contract Negotiations. The price proposal should include all components of services to be provided. It shall be evaluated subjectively in combination with the qualifications provided, including an evaluation of how well it matches Proposer's understanding of the City's needs described in this solicitation, the Proposer's assumptions, and the value of the proposed services. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.
- B.** Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive Proposer. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

X. RIGHT TO PROTEST

Any actual or prospective responder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaint by contacting the City Manager. Any protest not filed in writing prior to Award by the City Commission shall be deemed waived.