

City of New Smyrna Beach

Request for Qualifications Statement

Continuing Professional Architectural Services



November 23, 2010

Tony Otte, CRA Director
210 Sams Ave.
New Smyrna Beach, FL 32168
totte@cityofnsb.com

QUALIFICATIONS STATEMENT

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
1	LEGAL NOTICE
2	PROJECT SCOPE
3	QUALIFICATIONS STATEMENT FORMAT
4	EVALUATION CRITERIA
5	PRELIMINARY SCHEDULE
6	TERMS AND CONDITIONS

SECTION 1 - LEGAL NOTICE

NOTICE OF REQUEST FOR QUALIFICATIONS STATEMENT FOR:

Continuing Professional Architectural Services

Pursuant to Section 287.055, *Florida Statutes*, and the policies and procedures of the City of New Smyrna Beach, notice is hereby given that a sealed Qualifications Statement for Continuing Professional Architectural Services to the City of New Smyrna Beach must be received by **2:00 p.m., local time, Friday, January 7, 2011**, at the reception desk, Department of Finance, Second Floor, City Hall, 210 Sams Avenue, New Smyrna Beach, Florida, 32168. A Qualifications Statement document may be obtained on the City of New Smyrna Beach website at www.cityofnsb.com.

In accordance with Section 287.055 (11), *Florida Statutes*, the City of New Smyrna Beach declares that all, or any portion of the documents and work papers prepared and submitted pursuant to this Notice of Request, shall be subject to reuse by the City.

The City reserves the right to waive any informalities in the selection process and to reject any or all Qualifications Statements, or to re-advertise.

SECTION 2 - PROJECT SCOPE

The City of New Smyrna Beach from time to time needs architectural services for a variety of studies and design projects. These studies and design projects will be assigned as a specific task to accomplish a described scope of work required for the task. The size of the task will be limited by both the financial constraints imposed by Section 287.055, Florida Statutes, for professional services secured from a continuing contract and the City of New Smyrna Beach. The current limitations on professional services are such that work can be assigned for design on a project where the estimated construction cost does not exceed \$1,000,000 or for a study activity where the fee will not exceed \$50,000.

In general the architectural services assigned under these continuing services contracts may include, but are not limited to the following types of projects:

- 1) Historic Building rehabilitation: providing cost estimates for the work needed to have a building comply with all applicable codes; to prepare design criteria for a design-build project or to prepare construction drawings and specifications for bidding; to pre-qualify contractors; to review bid responses and make recommendations; to provide construction oversight and construction administration services;
- 2) Non-Historic Building renovation: the same services listed above
- 3) To provide architectural services related to the administration of grant programs.

The term of Agreement developed from this Request for Qualifications Statement will be for a period of three years from the date of Agreement execution, with two renewable options to extend the Agreement for one additional year each. The extension of the Agreement will be by mutual understanding of the Consultant, the City Manager, and the City Commission; and will be according to the terms of the initial contract but subject to revisions as agreed by all parties and approved by the City Attorney for the City of New Smyrna Beach.

SECTION 3 - QUALIFICATIONS STATEMENT FORMAT

There is no intent to limit the contents of the proposals submitted in response to the RFQ. At a minimum, the responses to this RFQ must be presented in a format that includes the following information:

1. Letter of Introduction
2. Table of Contents
3. Business Experience and Qualifications
 - a. USGA 254 and 255 forms and/or SF 330.
 - b. A list of the professionals the Respondent is proposing to assign to this work (hereinafter referred to as “the professionals”), their academic background, and their experience on other similar projects.
 - c. A list of similar projects completed by the professionals and sub-consultants within the last five (5) years along with a reference for each of those projects, including current addresses and telephone numbers. Project descriptions shall clearly explain what role the professionals and sub-consultants performed on the project.
 - d. A description of the professionals’ expertise with similar projects. As a part of the description, provide information on the scope of work, location, timeframe for completing the project(s), original and actual budgets for the projects(s), special circumstances, etc., and the public participation required by those projects. The description shall also include the professionals’ expertise with scheduling, cost control, and ability to work with City staff and any other stakeholders.
 - e. A description of the professionals’ and sub-consultants’ current and planned workloads and the commitment of the assigned project manager and the professionals and sub-consultant personnel to dedicate the necessary time to any assigned task.
 - f. List the professionals’ office location(s), with street address(es), where its work on this project will be performed. If the work will be performed by professionals at more than one office location, indicate what percentage of work will be performed at each location.
 - g. Provide at least three (3) references for related projects within the past five (5) years.

h. Identification of the firm as a WBE or MBE if applicable.

4. Acceptance of Conditions

The Qualifications Statement shall indicate acceptance of the following conditions:

a. Evidence of Financial and Insurance Status

(1) The City may require the submittal of evidence it deems necessary relative to the Respondent's financial status and insurance status.

(2) Respondent's ability to obtain and maintain errors and omission insurance, professional liability insurance, or malpractice coverage. Has any such coverage ever been cancelled? If yes, explain fully. Has anyone recovered against the coverage? If yes, explain fully.

b. Further Information

The City reserves the right to ask for further information from the Respondent, either in writing or orally, and requests will be addressed to that person (or those persons) authorized by the Respondent to represent same.

c. City's Right to Judge

The City reserves the sole right to judge the Respondent's representations, either written or oral, as to their veracity, substance, and relation to this particular project scope.

d. Public Information

The City of New Smyrna Beach is bound by Section 119, *Florida Statutes*, "Florida Public Records Act". The Act specifies that virtually all memorialized (written) information is in the public domain, and available to any person requesting it unless the information qualifies as an exception to the Act, or is otherwise exempt under state or federal law. Any written information, as defined by the Act, that is provided to the City pursuant to the Qualifications Statement Instructions or any ensuing contract for services and materials would probably not be the City's to keep confidential. The Respondent therefore agrees that at any time that the Respondent's written materials may be in the City's possession, the Respondent shall make no demand or request that the City take a legal position in regard to such materials that, in the City's sole discretion, is contrary to the Act or any other Florida law.

e. Most Favored Client

The Respondent agrees to treat the City as a most-favored-customer, and the Respondent specifically agrees that all prices, terms, warranties, and benefits granted to the City are comparable to or better than equivalent terms having been offered, being offered, or to be offered to any Respondent customer during the term of the contractual agreement between the parties.

f. Cost Criteria

After the approval of the short-listed firms, compensation will be negotiated to an amount which the City determines is fair, competitive, and reasonable. The City will require the firm receiving an award for this contract to execute a truth-in-negotiations certificate stating that the direct labor costs supporting the compensation are current at the time of negotiations. A contract for professional services will contain a prohibition against contingent fees as required by *Florida Statutes 287.055(6)*, as amended.

5. Investigations and Litigation

If the Respondent has ever been the subject of an investigation conducted by a regulatory agency or professional licensing board, give the details and outcome of such action. If the Respondent has been sued as a result of actions or inactions in the course of their business or profession, give the details and outcome of such suit.

6. Exceptions

Any specific exceptions to the conditions, requirements or other as presented in this Qualifications Statement Instructions shall be written in this section. Alternate conditions and/or proposed modifications should also be presented in this section of the Qualifications Statement.

SECTION 4: EVALUATION CRITERIA

During the selection process the following key considerations will be made:

Minimum requirements to qualify:

- The consultant must be a licensed architect in the State of Florida.
- The consultant's local office location to New Smyrna Beach City limits is a key component and is desired to be within 40 miles.
- The consultant's principal-in-charge must be located in the local office. This person must be authorized to negotiate fees, contracts, staffing commitments, etc. on behalf of the firm to satisfy the requirements of the contract. In addition, the office must be staffed with clerical and technical support, and appropriate office, computer, and drafting software for successful completion of assigned City projects.
- Secondary services can be performed at other office locations outside the 40-mile driving distance.
- The affiliation and location of all team members must be clearly indicated in the proposal.
- The contract between the City and the selected consultant(s) will include limitations on markup of subcontracted services.
- The qualifications will be reviewed and evaluated in accordance with the following criteria:

<u>Criteria</u>	<u>Points</u>
1. Ability of Professional Personnel (to include past performance and experience)	40
2. Past Performance and Experience – Firm	10
3. Ability to Complete Projects on Time	15
4. Ability to Complete Projects Within Budget	15
5. Current and Projected Workloads	10
6. Location of Local Office (See schedule)	<u>10</u>
TOTAL	100

In the Event of a Tie, Volume of Work Previously Awarded:

This rating will be used to separate firms in the event there is a tie score after the previous six (6) evaluation criteria scores are totaled, by giving an advantage to those firms that have not done work with the City within the previous 10 years. Firms that have done no work within the last 10 years may receive **3 points**; firms having performed work in the last 10 years, **0 points**. It should be noted that should two (2) firms be tied for first rank, this rating would separate

them, ranking the lower score in second place. This criterion will likewise be used to differentiate between the second and third place, and third and fourth place firms where ties exist. The only time a firm would “drop off” the short list of a committee member would be in the event of a third place tie, where this factor would be used to separate the third place firms into third and fourth place.

Local Office Location Schedule:

	<u>Points</u>
Office established within limits of City of New Smyrna Beach at least 6 months prior to the proposal	10
Outside City limits within 40 miles	5
Greater than 40 miles	0

The responses received by the deadline that contain all the required information specifically outlined in the previous section of this RFQ will be reviewed by City Staff and/or other individuals, agencies and elected officials. This process will culminate with the identification of those considered to be the best qualified.

SECTION 5: PRELIMINARY SCHEDULE

This RFQ is the initial step in the process of selecting one or more individuals or firms for this project. The following is an outline of the steps and tentative schedule that will lead to the selection, negotiation and agreement approval between the party and the CRA:

November, 2010	Advertise RFQ
January 7, 2011	Deadline for receipt of response due by 2:00 p.m. (must be date and time stamped in the Finance Department located on the 2nd Floor of City Hall at 210 Sams Avenue)
January 21, 2011	Review Committee Determination for Short-Listed Firms
February 1 or 2, 2011	Short-listed Firms to Make Presentations
February 2, 2011	Recommendation to City Commission of Short-listed Firms
February 22,, 2011 firms	City Commission approval of short-listed
February 28, 2011, 5 pm	Deadline for firm receiving first place ranking to submit proof of insurance (see insurance requirements)
April 6, 2011	CRA recommendation to City Commission for approval of contract
April 26, 2011	City Commission approval of contract

The process and dates shown above may be modified with notice from the CRA to all parties being considered at the time of any said change of procedure or date. It is anticipated that a Notice to Proceed will be issued in mid May, 2011.

SECTION 6: TERMS AND CONDITIONS

BRIBERY AND LOBBY CLAUSE

By submission of a statement of qualification response, the prospective company certifies that no one in their organization, any affiliate or sub-consultant has bribed or lobbied, or attempted to bribe or lobby any employee of the City of New Smyrna Beach.

INSURANCE REQUIREMENTS

Listed below are various insurance requirements that must be met by the company that the City contracts with for services. Your company **is not required** to submit proof of insurance with this RFQ however, failure to provide proof of insurance as prescribed by this document no later than four (4) working days after your company is notified that it has received a first place ranking will automatically disqualify your firm from further consideration.

Workmen's compensation insurance in accordance with the laws of the State of Florida sufficient to secure the benefits of the Florida Workmen's Compensation Law for all employees of the Contractor and employer's liability coverage providing limits as specified in the following paragraph:

Comprehensive General Liability	\$1,000,000 per person
Bodily Injury, including Death	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Comprehensive Auto	
Auto Liability	\$ 500,000 each person
Bodily Injury, including Death	\$ 500,000 each occurrence
Property Damage	\$ 200,000 each accident
Professional Liability: (errors and omissions)	\$1,000,000 (Minimum)

Furthermore, the Consultant will be required to indemnify, hold harmless, and defend the City of New Smyrna Beach, and their officers and directors, representatives, and employees from any and all suits or claims for damages or injuries, including death, to any and all persons or property, arising out of the Consultant's work, product, services or operations under this procurement including any negligent act or omission on the part of the selected firm or its subconsultants, if any.

TAXES

The City of New Smyrna Beach is exempt from any taxes imposed by the State of Florida and/or Federal Government. Exemption certificates will be provided upon request. State Sales Tax Exemption Certificate No. 85-8012621648C-1 applies and appears on each

purchase order. Federal Employer ID Number is: 596000387.

VENUE

Venue for any legal proceeding arising from any contract or agreement resulting from this RFQ shall be in a court of competent jurisdiction located in Volusia County, Florida.

APPLICABLE LAWS AND REGULATIONS

The selected individual / firm shall comply with all federal, state and local laws, rules and regulations which may apply.

CCNA

Selection shall be in accordance with F.S. 287.055, the Consultant's Competitive Negotiation Act (CCNA), and the City's standard selection procedures.

RESPONSIVENESS

1. The City reserves the right to determine whether the consultant's responses are adequate or inadequate, complete or incomplete, and to determine what constitutes the grounds for disqualification of a consultant who may submit inadequate or incomplete responses. The City reserves the right to determine if a proposal is unresponsive. The City may disqualify a consultant who submits a proposal determined by the City to be unresponsive or which contains insufficient, inadequate, or incomplete responses. The City Manager shall make such determinations and will rely on the staff selection committee for input in this matter.
2. The City reserves the right to request clarification of information submitted and to request additional information from consultants after the deadline for receipt of qualifications.

CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entry in excess of the threshold amount provided in FS. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

COST OF PREPARATION

Costs of preparation of a response to this RFQ are solely those of the proposer and the City assumes no responsibility for any such costs incurred by the proposer.

DISCRIMINATION PROHIBITED

Consultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. Consultants will take affirmative action to ensure that minority and disadvantage applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.

RFQ IS NOT AN AGREEMENT

The consultant understands that this RFQ does not constitute an agreement or contract with the City.

RIGHT TO REJECT

The City reserves the right to reject any and all Qualifications Statements or to waive any informality in such submissions. The City may determine, in its sole discretion, that it is not in the public interest to continue the solicitation and/or its review of the submissions.