REQUEST FOR QUALIFICATIONS

Three [3] Year Contract for Landscape Architecture Design Services for Various Projects Within the Pensacola Downtown Improvement District

SECTION A: BACKGROUND AND PURPOSE

It is the DIB’s intent to compile a list of qualified landscape architectural design firms under continuing contract to assist the DIB with landscape related projects as they occur.

SECTION B: SCOPE OF SERVICES REQUIRED

The DIB, in conformance with the Consultants’ Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055 is soliciting statements of qualifications from qualified professional landscape architecture and design firms that are interested in providing professional services for a variety of projects, including the development of landscape construction plans, specifications, cost estimates, contract documents and construction administration serves. Work may include landscape architecture, review of design plans, and other professional services. Other work assignments may be required. Advising DIB staff on permitting and other administrative concerns for all projects will also be part of the consultant’s responsibilities.

Selected firm(s) will furnish necessary services to design and administer construction of the various projects, as yet to be determined. The actual construction work, procurement of equipment, materials and supplies, together with all other work and labor necessary for the construction of these projects will be performed by the DIB, and/or general contractors and/or subcontractors of the DIB’s choice. The method of awarding the contracts and the work contained therein shall be the sole decision of the DIB.

The Work provided by the contracting firm(s) may consist of the following:

1. Conferences and studies to establish firm criteria for all aspects of the project, including but not limited to the review of the sufficiency of project budgets and estimated engineering costs. In the event that project cost estimates and estimated engineering costs are determined to not be sufficient, the firm(s) shall notify the DIB of the budget shortage.
2. Preparation of preliminary landscape designs and estimates to establish suitable and economical forms of landscape-related construction.
3. Preparation for preliminary cost estimates for projects.
4. Preparation of drawings and other assistance in obtaining necessary permits required for projects.
5. Preparation of detailed drawings, specifications and related contract documents reasonably necessary to properly specify projects for bid solicitation.
6. Assistance in obtaining and analyzing bids.
7. Recommendations for award and assistance in preparation of formal contracts.
8. Interpretation of contract plans and specifications and special instructions to contractors.
9. Checking and approval of drawings.
10. Verification and approvals of contractor progress payments.
12. Reviewing laboratory, shop, field and mill test reports of materials and equipment.
13. Making final inspection and reports on completed projects.

The scope of the contract shall include other miscellaneous project assignments for the selected firm(s) in the DIB district except as provided below.

The DIB, through the DIB Board of Directors, 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 DIB Board of Directors determines, in its sole discretion, either that the consultant’s work on a particular project assignment has been unsatisfactory, or that it would be in the best interest for the DIB to obtain the professional services of a different consultant.

SECTION C: PERSONNEL

All personnel to be assigned to the various projects are subject to approval by the DIB. Replacement personnel must have equivalent education and experience to the individuals whom they replace. Resumes of personnel to be assigned to the various projects, including replacement personnel, are to be submitted to the DIB for review and the DIB 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 projects at no expense to the DIB.

SECTION D: PROPOSAL REQUIREMENTS

RFQ Timetable

1. Date of Advertisement for RFQ – 1/29/2020
2. Date of Written Question Deadline due by 5:00P.M. (Central) – 02/07/2020
3. Date of Responses to RFP due and Opening of Proposals at 5:00P.M (Central) – 02/21/2020
4. Date of Selection Meeting by the DIB – 02/28/2020

Form and Format:

1. Staple or spiral type binders only.
2. One (1) original and four (4) copies must be submitted in one proposal package.
3. A PDF (portable document file) or other generally accessible electronic copy of the proposal must be provided on a USB thumb drive.
4. Proposal should be structured in the following format:
Personnel Background and Experience:
a. Identify the project manager(s) and the extent of the person’s involvement for future projects.
b. Resumes and location(s) of the personnel who will be assigned to work with, or consult with, the DIB must be included.
c. Provide information regarding professional licensures and certifications.

Firm Background and Experience:
Provide experience of the firm and staff with providing landscape architecture and design services.

References and Performance:
Provide list of references related to the above experience.
Provide documentation of past performance meeting schedules and budgets.

Additional Information:
Provide any additional information which may be of value to the DIB during the selection process.
Indicate whether the firm is designated as an MBE or SBE firm.
Proof of current professional registration in the State of Florida.

Sealed Proposals
To be considered, the proposals shall be submitted in a sealed package clearly identified as “SEALED PROPOSAL – RFQ – Landscape Architect” and mailed to:

DIB Attn: Lissa Dees 226 S. Palafox Place Suite 106 Pensacola, FL 32502

Proposals shall clearly indicate the legal name, address, telephone number and e-mail address of the Proposer (company, firm, and partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

The Proposer shall file all documents necessary to support its proposals 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 this RFQ. No proposals will be accepted after closing time for receipt of qualifications, nor will any offers by telephone, fax or Internet E-mail be accepted

SECTION E: LENGTH OF CONTRACT

The contract time for the firms providing consultant’s services will be for a period of three (3) years with an option which may be exercised by the DIB to renew for an additional two (2) one (1) year periods between the DIB and the consultant and shall be made a part of the contract before final execution of the document.
SECTION F: EVALUATION OF PROPOSALS

Written Proposals shall be evaluated based on 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 landscape architecture & design
4. Proximity to projects during design development and construction administration
5. Demonstrated ability to meet schedules and budget estimates
6. MBE/SBE Designation

SECTION G: INTERVIEWS

Firms will be evaluated based upon the written qualifications submitted to the DIB. Presentations or discussions may be scheduled with the firms at the discretion of the DIB with no fewer than at least 3 firms regarding the firms qualifications depending on the number of proposals received.

SECTION H: AWARD AND CONTRACT EXECUTION

The qualification packages and presentations/discussions shall be reviewed and evaluated by the DIB Board. The DIB Board shall select in order of preference no fewer than 3 firms deemed the most qualified. Once the DIB Board has ranked the firms in order of preference, the DIB Board may begin the competitive negotiation process, i.e., it may request, accept, and consider proposals for compensation.

If the DIB Board is unable to negotiate satisfactory contract with the firm it considers most qualified at compensation it determines to be fair, competitive, and reasonable, the DIB Board shall terminate negotiations with this firm and move on to the second most qualified firm. If the DIB cannot negotiate fair, competitive, and reasonable compensation with this firm, the DIB Board shall terminate negotiations and move on to third most qualified firm.

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 PROPOSAL. 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 RFQ number and opening date clearly noted on the outside of the envelope.

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.
Selection Process: The selection process will be conducted under the Florida Statute §287.055 (Consultants’ Competitive Negotiation Act) to engage new consultants in specific disciplines of consulting as indicated herein.

ADDITIONAL GENERAL CONDITIONS

To ensure acceptance, all respondents submitting qualifications to the DIB shall be governed by the following conditions, attached specifications, and qualification form(s) unless otherwise specified. Qualifications not submitted on the qualification form(s) provided shall be rejected, and qualifications not complying with these conditions will be subject to rejection.

1. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain service(s) to be purchased by the DIB including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the service(s).

2. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules and regulations shall govern the development, submittal and evaluation of all qualifications received in response to those specifications, and shall govern any and all claims between person(s) submitting a qualification response hereto and the DIB, by and through its officers, employees and authorized representatives. A lack of knowledge by the respondent concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

3. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the DIB located at 226 South Palafox Place, Suite 106 Pensacola, FL, or as instructed on the Request for Qualification Page, at least ten (10) days prior to the qualification opening. Inquiries must reference the proposed service and the date of the qualification opening. Interpretations will be made in the form of an addendum with copies mailed or delivered to each party represented on the vendors’ list. The DIB Board of Directors shall not be responsible for any other explanation or interpretation.

4. **Sealed Proposals:** Sealed proposals shall be accepted as set forth above.

5. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe services best suited to the needs of the DIB. However, the DIB invites qualifications with alternate solutions to the performance objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.

6. **Exceptions to Specifications:** In order that consideration be given in evaluating qualifications, any exceptions to or deviations from the specifications as written must be
noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.

7. **Qualification Bond:** None.

8. **Discounts:** Terms offering a discount for prompt payment will only be considered during the competitive negotiation process. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the service(s) judged acceptable to the DIB or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low qualification.

9. **Mistakes:** Respondents are expected to examine the conditions, scope of work, qualification prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the respondent’s risk. Unit prices bid will govern in award.

10. **Approved Equivalents or Equals:** Any manufacturer’s names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The respondent may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the qualification is based on an “approved equivalent or equal” item, supportive information in the form of the manufacturer’s printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the qualification. The respondent must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The DIB reserves the right to determine acceptance of proposed equivalent or equal items.

11. **Qualification Withdrawals:** No qualification may be withdrawn after closing time for receipt of qualifications for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by the DIB Board of Directors.

12. **Determination of Award to be Based on Best Interest of DIB:** There is no obligation on the part of the DIB to award a contract to the lowest respondent and the DIB reserves the right to award a contract to or negotiate a contract with a responsible respondent submitting a responsive or best alternative qualification with a resulting negotiated contract which is most advantageous and in the best interest of the DIB. The DIB shall be the sole judge of the qualification and the resulting negotiated contract that is in its best interest and its decision shall be final.

13. **Rejection of Qualifications:** The DIB reserves the right to accept or reject any or all qualifications, to award qualifications on a split-order basis by item number, to waive any irregularities, technicalities, or informalities, and to re-advertise for qualifications when deemed in the best interest of the DIB.

14. **Delivery:** Qualification quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to
the item(s) ordered not any risk of loss shall be passed to the DIB until after receipt of delivery has been acknowledged by an authorized representative of the DIB.

15. **Tax:** The DIB is exempt from all State and local sales tax.

16. **Payment of Invoices:** For the successful proposer, the DIB issues checks for payment of invoices on a NET 30 schedule. The signed purchase order and a correct invoice must be received by the DIB by the 10th of the month. Items received on or after the 11th of the month will be processed in the following month on the NET 30 schedule. All invoices are payable by the DIB under the terms of Florida Prompt Payment Act, Florida Statute §218.70. No purchases and/or invoices will be accepted by the DIB for any project not included in the pre-approved DIB budget.

17. **Public Entity Crimes:** By submitting a qualification each respondent is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133(2)(a).

18. **Licenses, Registration and Certificates:** Each respondent shall possess at the time of submitting its qualification all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the DIB. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

19. **Permits and Taxes:** The respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

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

21. **Protests:**
   a. Protests of the requests for qualifications if authorized by law, must be received in writing by the DIB Executive Director located at 226 South Palafox Place, Suite 106 Pensacola, FL at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included.
   b. Protests of the selection and ranking of qualified firms as well as award or intended award of bid or contract if authorized by law must be in writing and received in the DIB located at 226 South Palafox Place, Suite 106 Pensacola, FL within seven (7) working days of the notice of award. A detailed explanation of the protest must be included. The Executive Director of the DIB shall provide written notice of the selection and ranking of qualified firms as well as award or intended award of bid or contract decisions.
c. The procedures outlined under Section 120.57(3), Florida Statutes shall be utilized to resolve any protests of a decision of the DIB arising from the RFQ.

d. Any Proposer filing a protest shall submit with its protest a Protest Bond, payable to the DIB, in the amount of fifteen thousand dollars ($15,000). If the protest is decided in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the DIB. The protest bond shall be in the form of a cashier's check.

22. **Termination for Convenience:** A contract may be terminated in whole or in part by the DIB at any time and for any reason in accordance with this clause whenever the DIB shall determine that such termination is in the best interest of the DIB. Any such termination shall be effected by the deliver to the contractor at least five (5) working days before the effective date of a Notice of termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

23. **Unauthorized Aliens:** The DIB shall consider the employment by any Construction Manager of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

24. **Prohibited Conduct by Proposers:** Upon the publication of any solicitation for requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the DIB, any party interested in submitting a qualification, or other response reflecting an interest in participating in the qualification process shall be prohibited from engaging in any communication pertaining to formal solicitations with any member of the DIB Board of Directors or any member of a selection/evaluation committee for RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the DIB has completed all action with respect to the solicitation.

25. **Venue:** Venue for any claim, action or proceeding arising out of this contract shall be exclusively in the state courts of Escambia County, Florida.

26. **Prevailing Party Attorney’s Fees:** The prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney’s fees and costs from the losing party.

27. **State Law Application:** The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this contract.
ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

INSURANCE AND INDEMNIFICATION

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

The term DIB is defined to mean the DIB 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 DIB, for the DIB’s protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKERS’ COMPENSATION

The successful proposer shall purchase and maintain Workers’ Compensation Insurance Coverage for all Workers’ Compensation obligations whether legally required or not. 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 successful proposer 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 DIB 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 the contract with the successful proposer. The DIB 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 the contract with the successful proposer.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. 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 DIB shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The DIB shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the DIB, the Consultant shall furnish copies of the successful proposer’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. Any wording a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the DIB an option shall be deleted or crossed out by the insurance carrier or the insurance carrier’s agent or employee. The successful proposer shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the DIB and shall file with the DIB 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 DIB, the consultant shall, upon instructions of the DIB, cease all operations under the contract with the successful proposer until directed by the DIB, in writing, to resume operations. The “Certificate Holder” address should read: DIB, 226 South Palafox Place, Suite 106 Pensacola, FL 32502.

INSURANCE OF THE CONTRACTOR PRIMARY

The successful proposer’s required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the successful proposer’s coverage. The successful proposer’s policies of coverage will be considered primary as relates to all provisions of the contract with the successful proposer.
LOSS CONTROL AND SAFETY

The successful proposer 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 successful proposer shall not be deemed to be an agent of the DIB. Precaution shall be exercised at all times by the successful proposer for the protection of all persons, including employees, and property. The successful proposer shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The successful proposer shall indemnify and hold harmless the DIB, its directors, 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 successful proposer and persons employed or utilized by the successful proposer in the performance of this contract. The successful proposer’s obligation shall not be limited by, or in any way to, any insurance coverage or by a provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE DIB

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

REQUEST FOR QUALIFICATIONS NO. 16-01

THREE [3] YEAR CONTRACT FOR
LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR VARIOUS PROJECTS
WITHIN THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD DISTRICT

Legal Name of Firm: _____________________________________________________________

Address: ___________________________________________________________________

City: ________________________ State: ____________________ Zip: ________________

Signature: ___________________________________________________________________

Name (type/print): _____________________________________________________________

Title: _______________________________________________________________________

Telephone: ____________________ Fax No: ________________ Date: _________________

Email Address: _________________________________________________________________

To receive consideration for award, this signature sheet must be returned as part of your response.