

REQUEST FOR QUALIFICATIONS NUMBER 18-362

For

Project Management Services

REQUEST FOR QUALIFICATIONS DUE: Thursday December 28, 2018 @ 2:00pm EST No pre-qualifications meeting.

RFQ will only be accepted in hard copy (see instructions). No submittals via e-mail or fax. Information concerning this solicitation may be found at: http://www.Brookhavenga.gov

This website will have RFQ, Q&A and any clarifications, schedule changes and other important information. **Proposers should check these electronic pages daily!**

Questions shall be directed to City of Brookhaven Purchasing Manager, by December 14, 2018 by 5:00pm EST. to: <u>Purchasing@brookhavenga.gov</u>. No questions will be accepted after this date.

All spaces below are to be filled in and Qualifications Letter on page two must be signed where indicated. Failure to sign and return Qualifications Letter may cause rejection.

Request for Qualifications Submitted by:

Company Name:		
Contact Name:		
Address:		
Telephone:	Facsimile:	
E-Mail:		

City of Brookhaven

QUALIFICATIONS LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Brookhaven Vendor Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Brookhaven, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Brookhaven.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Brookhaven reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

QUALIFICATIONS SIGNATURE AND CERTIFICATION (Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature	Date
<i>U</i>	

Print/Type Name

Print/Type Company Name Here_____

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1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this Request for Qualifications (RFQ) is to select a qualified firm or consultant for Project Management Services. Proposer's shall submit Request for Qualifications (RFQ) to the City which will be based on information provided herein. The term of contract shall be one (1) year from the date of award with up to four (4) additional one-year renewal periods pending funding and satisfactory contractor performance.

1.2 Basic Guidelines for This Request for Qualifications

Pursuant to the provisions of the city ordinance, the City of Brookhaven has determined that the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition of the services and/or commodities described herein. Competitive sealed RFQ shall be submitted in response hereto and shall be opened in the same manner as competitive sealed bids. All RFQ submitted pursuant to this request shall be made in accordance with the provisions of the City of Brookhaven Vendor Manual, these instructions, and specifications.

1.3 Restrictions on Communications with Staff/Buyer of Record

From the issue date of this RFQ until contractors are selected and selections announced, offerors are not allowed to communicate for any reason with any City Staff except through the Buyer of Record or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the RFQ of the offending offeror. All questions concerning this RFQ must be submitted in writing (e-mail preferred) to the Purchasing Manager. No questions other than written will be accepted. No response other than written will be binding upon the City. The Buyer of Record for this project is:

Tyra Little Purchasing Manager City of Brookhaven purchasing@brookhavenga.gov

1.4 Project Manager

The successful contractor will report to the City Manager or his/her designee. Successful Consultant agrees to take direction from the City Manager or designee to make all project documentation (time sheets, etc.) available upon request. The City Manager or designee shall have sole discretion as to the acceptability of all workers prior to working on site and has the right to require a replacement. Identification badges will be issued and required while on site. Successful Contractors agree to follow proper safety precautions and to maintain the site always in an orderly manner as directed.

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Brookhaven has established certain requirements with respect to proposals to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will cause rejection of Offeror's RFQ.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Objective of the Procurement

2.2.1 Scope of Work

On November 6, 2018 voters of the City of Brookhaven approved a \$40 million park improvement millage-backed bond.

The Park Bond capital improvement program includes six parks. The master plans and opinion of probable cost at 60% design can be found in Exhibit B.

The City of Brookhaven (City) desires to select the most qualified firm for capital program management services to implement the park bond capital improvement program. The firm selected will report to the City Manager but will also support the City's external auditor, a citizen oversight committee, as well as the City Internal Auditor who conducts periodic performance audits.

The selected capital program management firm shall provide management, engineering, support, and oversight to coordinate, plan, direct, control, and perform the scope of work described below. The firm shall provide qualified and experienced technical and professional personnel to perform to City standards and procedures the duties and responsibilities assigned.

Program & Specific Project Management Services

The capital program management firm shall include assistance to City staff and City contractors on overall project management of the park capital improvement program. Services provided by the capital program management firm shall include, but not be limited to, the following:

1. Complete responsibility for maintaining the budget and schedule. This includes establishment of a project management protocol on suitable software and in adequate detail for management and coordination of the program. Provide clear reporting and forecasting to interested parties. Coordination with the City's annual budget process, long-term capital improvement planning, and grants administration.

- 2. Coordination and management of all project phases, completion of design, engineering, environmental, utilities, permitting, bidding, construction through contract closeout / remnant disposition, and financial reporting of improved capital assets.
- 3. Utilization, coordination, data entry, and verification of City scheduling, project management, and financial systems so that up-to-date management information is available for all City Staff and associated vendors.
- 4. Preparation and distribution of a monthly status report for the Citizen Oversight Committee and quarterly updates to the Mayor and City Council.
- 5. Construction inspection services, direct or coordination thereof, on behalf of the City.
- 6. Communications support: Provide project information to the public, including phone and personnel contacts, preparation for and attending public meetings; improvements to communications on specific project information as well as program accomplishments. The firm will provide regular content to the City's website dedicated to the park improvement capital program.
- 7. It is important that the firm have demonstrated knowledge of and experience with community outreach as existing 60% designs need to be finalized for bid documents.

<u>Pre-Construction Services</u>

Pre-Construction services for the City will include managing contractors on a wide range of engineering, architecture, landscape architecture, land surveying, environmental, technical, management, and administrative services. The capital improvement program firm shall provide qualified technical and professional personnel to perform to City standards and procedures the duties and responsibilities assigned. The City, at its option, may elect to expand, reduce, or delete the extent of each work element listed below, or add work elements as needed:

- 1. Construction Planning and Phasing of Projects Manage the phasing of the multiple projects with City Management and the City Council in order to minimize operational impacts for the community. Considerations to be included are: school year, athletic league schedules, grant funding, community input, festivals, operational park maintenance, etc.
- 2. Structural reviews Management of independent reviews of designs of buildings, major retaining walls, etc. to verify accuracy and integrity of the design, cost-effectiveness of the design, and conformity to current design and construction practices.
- 3. Permit application and support for projects.
- 4. Plan reviews to support existing City staff.

- 5. Utility coordination (coordinate with Construction Services portion).
- 6. Provide special engineering and landscape architectural services such as special studies, minor landscape designs, and economic analysis.

Construction Management

Construction Services shall include responsibility for construction management of the entire park capital improvement program, including change order management, contractor management, administration, construction engineering, inspection, and management of materials sampling and testing necessary to ensure construction and payment in accordance with C i t y codes, standards, and procedures. The City, at its option, may elect to expand, reduce, or delete the extent of each work element listed below, or add work elements as needed:

- 1. Prepare construction cost estimates based on preliminary plans and prepare final engineers' estimates along with comparisons to project budgets. NOTE: This effort may involve community input.
- 2. Prepare and/or review bid documents and manage the bid process for all projects.
- 3. Schedule and conduct pre-construction conferences with contractors, utilities, and other interested parties.
- 4. Receive, review and archive all submittals including schedules, shop drawings, engineering and architectural plans, and erosion control plans.
- 5. Provide experienced and qualified project staff whose duties will include day-to-day decisions on plan interpretations, construction acceptability, direction to the contractor's superintendent, and supervision and assignment of inspection and testing personnel.
- 6. Keep detailed, accurate records of the contractor's daily operations and significant events that affect the work.
- 7. Coordinate the relocation of any utility facilities and provide liaison with the various utility owners. Monitor work performed under force account agreements and maintain appropriate accounting records. The consultant shall promptly advise the City of any omissions, substitutions, defects, and deficiencies in the work and any corrective actions taken.
- 8. Provide complete contract administration, management, and documentation of the projects, including providing and maintaining all emails, letters, submittals, reports, resolution of problems, etc.
- Monitor the contractor's Erosion and Sedimentation Control activities to ensure strict compliance to the plans, specifications, and applicable regulations, including compliance with NPDES permit requirements. Project engineers and inspectors must have appropriate certifications.

- 10. Provide liaison for the City and Contractors to resolve neighboring property owners' or user group inquiries during design and construction.
- 11. Manage the procurement and delivery of any Special Inspections required by the City, County, State or Federal Authorities.
- 12. Conduct final inspection of completed projects with the City and other interested agencies and prepare final punch list.
- 13. Prepare final statement and certification, final materials certificate, and final change order to close out the projects. The consultant shall present all records and documentation prepared during the project to the City after the consultant's assignment to the project.
- 14. Prepare, submit, and process payments due the contractor in line with City policy, based on documented estimates of actual work product completed and accepted for payment.

Additional Information

The park capital improvement program manager shall provide, at a minimum, all additional necessary equipment, materials, and supplies to provide services as described above.

2.2.2 Contractor Qualifications

The park capital improvement program management firm must have demonstrated experience in managing a public sector multi-project capital improvement program of at least \$50 million – preferably specific parks and recreation projects.

Proposals will include the following information supporting their qualifications:

The proposal will describe and demonstrate useful approaches for proactive program management, effective project delivery, and best management practices.

The proposal will include the estimated number of hours necessary per week.

A list of industry trained personnel on staff and their qualifications. The capital program manager must be dedicated to the Brookhaven engagement.

Copy of business license and proof of being in business at least ten (10) years.

Name and telephone number of the Contractor's designated contact.

A reference list of five (5) similar current projects including contact name and telephone number, project dates, and project value.

The ability to render services five (5) days a week.

2.2.3 Quality Assurance

All work will be performed and completed to the satisfaction and acceptance of the owner. Consultant will abide by all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

3.0 STATEMENT SUBMISSION AND EVALUATION

3.1 Economy of Presentation

RFQ shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.

3.2 Required Organization of Offeror's RFQ

The RFQ package shall and must be organization in a manner such that the requirements in the RFQ are cross-referenced with the RFQ document. It is mandatory that the requirements from the RFQ be captured at one location at the beginning of the RFQ. The locations with the RFQ where each requirement is met shall and must be identified next to the requirement.

3.3 Submission of RFQ

The packages shall be in **sealed envelopes** and identified as follows:

RFQ Number: 18-362 Project Management Services Opening Date and Time: December 28, 2018 @ 2:00 p.m. Question due December 14, 2018 at 5:00 PM

All packages are due at the location specified no later than the date and time specified herein. The RFQ package must include detailed information relative to Section 2.2.2, Contractor Qualifications, as required. The Qualifications Letter, included as page two of this RFQ, must be included in the package and must be signed by a person authorized to legally bind the company.

One (1) original document and one USB/Flash Drive of the RFQ must be submitted in a sealed envelope, along with one (1) copy of the cost in a sealed envelope. FAILURE TO INCLUDE THIS SIGNED STATEMENT LETTER WILL RESULT IN THE REJECTION OF YOUR RESPONSE.

- 3.4 Evaluation Criteria and Process
- 3.4.1 Review of RFQs

All RFQs received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFQ package have been met by the Offerors. Each RFQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All RFQ that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.

Experience 50 points References 25 points Similar Projects 25

3.4.2 Evaluation Committee

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 2.2.2, Contractor Qualifications. Discussions may be conducted by the City of Brookhaven with responsible Offerors who submit RFQ determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Cost will not be a deciding factor in this RFQ, only qualifications.

3.4.3 Award of Contract

Awards of contract shall be made to the responsible Offerors who have successfully submitted an RFQ and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFQ. No other factors or criteria shall be used in the evaluation. The City of Brookhaven reserves the right to reject all RFQ's submitted in response to this RFQ.

4.0 TERMS AND CONDITIONS

4.1 Vendor Registration

Vendors responding to this RFQ need to become a registered Vendor to sell products or services to the City of Brookhaven. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors including invoice payments. A Vendor Application is available at <u>www.brookhavenga.gov</u>

If you have any question or concerns, please feel free to email:

City of Brookhaven Purchasing Office purchasing@brookhavenga.gov

4.2 **RFQ** Amendments

The City of Brookhaven reserves the right to addend the RFQ prior to the date of RFQ submission. Addenda will be posted to the Brookhaven website at <u>www.brookhavenga.gov</u>.

4.3 Statement Withdrawal

Prior to the due date, a submitted RFQ may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

4.4 Contract

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's RFQ and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFQ will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

4.5 Payment for Services

The Successful Contractor shall be compensated upon acceptance of a correct and acceptable invoice for services rendered for the previous month with the final payment upon project completion and acceptance by the project manager. Acceptable invoices will have attached documentation.

4.6 Conflict of Interest

If an Offeror has any existing client relationship(s) that involves the City of Brookhaven that would prevent their being objective, the Offeror must disclose such relationship(s).

4.7 Confidentiality Requirements

The staff members that are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Vendor proposals.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act' (O.C.G.A. 50-24-1).

4.9 Financial Information

The Department is concerned about proposers' financial capability to perform. Therefore, please provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the Department reserves the right to perform additional due diligence in this area, at the sole discretion of the Department, prior to award of any contract.

5.0 **INSURANCE**

5.1 Worker's Compensation

Required documentation includes certificate from insurance company showing issuance of Worker's Compensation coverage for the State of Georgia.

5.1.1 Comprehensive General Liability Insurance

Bodily Injury Liability	\$300,000 each person \$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability	\$100,000 each occurrence \$1,000,000 aggregate

5.1.2 Comprehensive Auto Liability Insurance

Bodily Injury Liability	\$300,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

5.1.3 Excess Umbrella Liability

Combined Single Limit Bodily Injury and / or Property Damage \$100,000 each occurrence \$1,000,000 aggregate

5.1.4 Guidelines

The Contractor shall provide the City of Brookhaven with a certified copy of each of the policies, or binders indicating the existence of the policies prior to the beginning of the contract term. In the event

a binder is delivered; it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the official City of Brookhaven representative. A renewal policy or certificate shall be delivered to the City of Brookhaven at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Brookhaven as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Brookhaven representative upon demand a certified copy of any policy required herein for review.

The Contractor does hereby agree to indemnify, defend and save harmless the City of Brookhaven against all claims of any nature whatsoever, including, but not limited to, damages to property of the City of Brookhaven or injury to employees or visitors of the City of Brookhaven arising out of any of the operations included in this RFQ and agreement.

6.0 **CERTIFICATION**

By my signature below, it is certified that my firm can meet all terms of the statement of qualifications and will perform the services specified; and for the privilege of doing so on the City of Brookhaven premises. I understand that, upon proper acceptance of this offer by the City of Brookhaven, a contract will thereby be created.

Given under my hand this _____ day of _____, 20___.

Name of Firm

Signature

Title

Business Address

Email address

Sworn to and subscribed before me

this ______ day of ______, 20 ____.

Notary Public

My commission expires on the above date.

COST PROPOSAL

PROJECT MANAGEMENT SERVICES

TOTAL COST \$_____ FLAT MONTHLY COST

ADDITIONAL COST \$ _____

Cost shall be placed in a separate envelope marked RFQ 18-362 Project Management Services Cost Proposal.