



PASCO COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
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www.PascoCountyFL.net

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSQ)

RSQ NO. 07-163

PROFESSIONAL SERVICES FOR PREPARATION OF A DESIGN CRITERIA PACKAGE FOR A CENTRAL COURT FACILITY

The Pasco County Board of County Commissioners is requesting qualifications from firms qualified and experienced in preparing design criteria packages for judicial facility design-build projects. The intent of this request is to secure the professional services necessary to prepare a design criteria package for a new 75,000 to 85,000 square foot judicial facility to accommodate approximately six (expandable to twelve) courtrooms and office space for approximately six (expandable to twelve) Judges, Judicial Assistants, Bailiffs, staff attorneys, Court Administrative staff, Clerk of the Court staff, Public Defender staff, and State Attorney staff. The professional selected to prepare the design criteria package shall not be eligible to render services under a subsequent design-build contract.

The Pasco County Purchasing Department will receive responses until **2:30 p.m.**, local time, (our clock) on **SEPTEMBER 13, 2007**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the offerors submitting responses being read. All interested parties are invited to attend. Offerors shall submit six (6) response copies. Each response copy shall be bound in a single volume.

Questions concerning the scope of work, response submittal, or process should be directed, in writing, to the Purchasing Director, Scott Stromer. Questions may be faxed to (727) 847-8065.

Copies of the complete RSQ document, issued addenda and related information may be obtained from the Purchasing Department or at www.pascocountyfl.net at no cost. The County is not responsible for expenses incurred in prior to award by the Board of County Commissioners. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

We look forward to receiving your response.

IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING

GENERAL PROVISIONS

ACKNOWLEDGMENT OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to the solicitation by letter, by returning a copy of the issued amendment with the submittal, or notation on the submitted response. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of responses. Failure to acknowledge an issued amendment may result in submittal rejection and disqualification.

ADDITIONAL INFORMATION

Questions concerning this request must be submitted in writing to Scott Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; fax machine number (727) 847-8065. Offerors are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of this request shall not be relied upon unless subsequently ratified by a formal written amendment. No questions will be accepted after five (5) days prior to the date set for opening.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the offeror will in no way be a cause for relief from responsibility.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract will be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to the County, Pasco County reserves the right to cancel and obtain from another source any services which have not been provided within the required period of time, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the County.

CONFLICT OF INTEREST

The contractor, by responding to this request, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of services specified in this request. Furthermore, as part of the resulting contract, the contractor must warrant that its firm will not engage in providing consulting or other services to any private entity regarding any property within the defined geographic area during the term of the resulting contract.

CONTRACT TERM AND REQUIREMENTS

It is the County's intent to develop an agreement for the services specified herein, contingent upon the appropriation of funds. The contents of the response submitted by the successful firm, with any amendments or subsequent revisions, will become part of the resulting contract.

COPYRIGHT

The successful contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the resulting contract. The contractor further agrees to execute such documents as Pasco County may request to effect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Request for Qualifications shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Request for Qualifications shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

DEBARMENT

By submitting a response, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

EXPENSES INCURRED IN PREPARING RESPONSE

Pasco County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a response. Such expenses shall be borne exclusively by the offeror.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the services in accordance with the contract terms and conditions agreed upon, Pasco County may procure the services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids or proposals to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

NONAPPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancelation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Pasco County shall not be obligated under this contract beyond the date of termination.

NONCONFORMING TERMS AND CONDITIONS

A response that includes terms and conditions that do not conform to the terms and conditions in the RSQ document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

INFORMALITIES AND IRREGULARITIES

The Pasco County Board of Commissioners reserves the right to reject any or all responses in whole or in part; or accept any response which is deemed most advantageous and in the best interest of Pasco County.

PRINCIPAL PERSONNEL

Principal or key personnel identified in the response may not be substituted without prior written approval of Pasco County. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld by Pasco County.

ENVELOPES CONTAINING RESPONSES

Envelopes containing responses must be sealed and marked in the lower left hand corner with the request number, and date and hour of opening. Failure to do so may cause the offeror's response not to be considered. Express Company, or Express Mail envelopes containing a sealed response shall also be sealed and marked in the lower left hand corner with the request number, and date and hour of opening.

PUBLIC INFORMATION

Upon public opening of all responses presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

VERBAL COMMUNICATIONS

No oral statement of any person shall modify or otherwise affect the terms, conditions, requirements, or scope of work specified herein. All modifications must be made in writing by Pasco County.

RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

RESERVATION OF RIGHTS

Pasco County may (1) amend or modify this RSQ, (2) revise requirements of this RSQ, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any offeror and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this RSQ, in whole or in part, if Pasco County deems it in its best interest to do so. Pasco County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

RESPONSE RECEIPT AND OPENING

Pasco County will receive sealed responses until the date and time indicated on the cover. Responses must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time, **READING ONLY THE NAMES OF THE SUBMITTING OFFERORS**. Responses must be received in the Purchasing Department before or on the hour and date indicated on the cover. Responses received after the date and time of the opening will be returned to the offeror unopened. It is the responsibility of the offeror to ensure that responses arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late responses. **FACSIMILE (FAXED) RESPONSES WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.**

END OF GENERAL PROVISIONS

CENTRAL COURT FACILITY STATEMENT OF WORK

1. Introduction

The Pasco County Board of County Commissioners is requesting qualifications from firms qualified as a design professional under Section 287.055(2)(k), F.S. and experienced in the design and construction management of judicial centers.

Responses will be received from firms having specific experience and qualifications in the area identified in the Request for Qualifications. For consideration, responses to this request must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the requested service.

The intent of this request is to secure the professional services necessary to design and build (design-build) an approximate 75,000 to 85,000 sq. ft. new judicial facility to accommodate approximately six courtrooms (expandable to twelve) and office space for approximately six Judges (expandable to twelve) and Judicial Assistants, Bailiffs, staff attorneys, Court Administration, Clerk of the Court, Public Defender, and State Attorney and to accommodate other support staff or services, equipment, infrastructure and related systems operated by a judicial center.

2. Scope of Work

The subject work is intended for the development of a design criteria package as defined in Section 287.055(2)(j).

The design criteria package required by the County shall mean concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to the County's request for proposal, or to permit the County to enter into a negotiated design-build contract. The design criteria package shall specify such performance-based criteria for the public construction project, including, but not limited to and as may be applicable to the project:

- (1) The legal description of the site.
- (2) Survey information concerning the site.
- (3) Interior space requirements.
- (4) Material quality standards.
- (5) Schematic layouts and conceptual design criteria of the project.
- (6) Cost or budget estimates.
- (7) Design and construction schedules.
- (8) Site development requirements.
- (9) Provisions for utilities, stormwater retention and disposal.
- (10) Parking requirements.

END OF STATEMENT OF WORK

REVIEW AND ASSESSMENT

Professional firms will be evaluated on the following criterion. These criteria will be the basis for review of the responses, interviews, and selection.

1. Qualifications of firm's staff who will be engaged to work directly with the County;
2. Experience preparing design criteria packages for design-build construction of judicial facilities of similar size and scope;
3. Experience preparing design criteria packages for design-build construction of judicial facilities of similar size and scope in Florida; and
4. Understanding of contemporary design and construction costs for judicial centers of similar size and scope.

If selected for an interview, the following must appear before the Selection Committee:

1. Firm Principal
2. Project Architect
3. Project Manager
4. Mechanical Engineer
5. Electrical Engineer

In order to select the best firm, the Selection Committee must meet and evaluate the "team" of professionals that are vying for the described project. Failure to have the above individuals or disciplines present may be cause for immediate disqualification and dismissal from consideration.

The offeror may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give past work history and references in order to satisfy Pasco County with regard to the offeror's, assigned personnel, and subconsultant/subcontractor's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the offeror shall furnish all information for this purpose that may be requested. Pasco County reserves the right to reject any response if the evidence submitted by, or investigation of, the offeror, assigned personnel, and subconsultant/subcontractors fails to satisfy Pasco County that such is(are) properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's, assigned personnel's, and subcontractor's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the offeror and assigned subconsultants to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and
4. The quality of performance of previous contracts or services.

END OF REVIEW AND ASSESSMENT