

DATE: January 8, 2019

LOI NO. 1-2019

REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

Palm Bay Education Group, Inc., hereinafter referred to as Palm Bay, will receive sealed Letters of Interest (L.O.I.) together with the Qualifications Statements and Proposal Form included herein and any other information relative to the experience, expertise or proficiency of the Proposer, at the Palm Bay offices, located at 1104 Balboa Avenue, Panama City, Florida 32401, (850) 215-0770, for furnishing the services described below:

**PHASE I REDESIGN OF SCHOOL KITCHEN/CAFETERIA  
(APPROXIMATELY 2500 SQ FEET)**

**PHASE II DESIGN NEW ACCESSORY BUILDINGS WHICH  
MAY INCLUDE CLASSROOMS, GYMNASIUM  
AND OTHER STUDENT USES**

L.O.I.'s must be received, either by mail or hand delivery, no later than 2:00 p.m. local time on January 29, 2019. A public opening will take place at 2:15 p.m. at the Palm Bay offices, located at 1104 Balboa Avenue, Panama City, Florida 32401 on the same date. Facsimile submittals will not be accepted. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Proposer.

Palm Bay reserves the right to reject any or all L.O.I.'s, to waive any or all L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Proposer's, or take any other such actions that may be deemed to be in the best interests of Palm Bay.

## I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

After review of all submissions, the evaluation committee will short list three (3) firms for an interview. In determining whether a firm is qualified, Palm Bay shall consider such factors as the ability of professional willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms; and the previous experience of the firms with school redesigns. After firms are short listed, those firms will be notified by telephone within 24 hours, followed-up by letter, and advised of date, time, and location of presentation. After presentations, each voting member will indicate their choice of firms in order of preference. Palm Bay shall enter into negotiations with the most qualified firm for professional services at compensation which Palm Bay determines is fair, competitive, and reasonable to establish an agreement to be executed by both parties. When agreement is reached between Palm Bay and the selected firm, Palm Bay shall prepare a final contract. Should Palm Bay and the firm considered to be most qualified not reach agreement, the negotiations shall be formally terminated before negotiation begins with the second most qualified firm. Upon completion of successful negotiations, a recommendation of award of contract will then be presented to Palm Bay. As the best interest of Palm Bay may require, the right is reserved to reject any and all or waive any minor irregularity or technicality in Letters of Interest received.

## II. STATEMENT OF THE WORK

- A. Provision of Architectural Design and Engineering Services resulting in specifications, drawings and cost estimates for: Phase I Redesign of School Kitchen/Cafeteria (approximately 2500 sq. feet); and, Phase II Design New Accessory Buildings Which May Include Classrooms, Gymnasium and Other Student Uses.

## III. SCOPE OF SERVICES

The Architectural/Engineering services required include but are not necessarily limited to the following:

### **Purpose**

Palm Bay seeks to retain the most qualified and experienced team to provide architectural, and other professional services required for the redesign of the existing kitchen/cafeteria facility.

In addition, Palm Bay is interested in designing a new accessory building, which may include classrooms, gymnasium and other school uses.

**Palm Bay is seeking a firm with substantial successful experience in the planning and design of school facilities that accommodate and support multiple, disparate functions efficiently at a common location. The selected firm must be capable of providing a wide range of A/E services over a multi-year period of time. The required services include, but are not necessarily limited to the following:**

1. Provision of Architectural/Engineering Services resulting in biddable specifications, drawings, and cost estimates for:
  - (A) The renovation, redesign and construction of kitchen/cafeteria facilities. The existing facility is located at 1104 Balboa Avenue, Panama City, Florida.
  - (B) The design of new accessory buildings, which may include classrooms, gymnasium and other student uses.
2. The firm will be selected for the entire project but will be issued work authorizations based on available funding. The projected tasks are as follows:

#### IV. L.O.I. SUBMISSION REQUIREMENTS

1. Firm Qualifications

Attached to this LOI is a Qualifications Statement which all responding firms must complete in full. Failure to complete this form shall constitute grounds for disqualification of the responding firm from further consideration regarding this project. Responding firms are not required to submit this form together with their qualification statement submittals, however, Palm Bay shall require the successful firm to complete and submit said form prior to award. In the interest of administrative convenience, Palm Bay strongly encourages responsive firms to submit this form prior to the date established for short-listing. Standard Form 330 shall also be submitted.

Proposers shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in design of similar facilities will be directly beneficial to Palm Bay in the design of the project.

Proposers shall identify the contact person chief/primary design professional(s) and supervisory personnel who will work on the project. Resumes of each person shall be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Proposer's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

2. Copies of Submission

Please provide one (1) original, three (3) copies and one electronic copy (thumb drive or CD) of the entire Letter of Interest should be submitted to Palm Bay Education Group, Inc., 1104 Balboa Avenue, Panama City, Florida 32401, to the attention of Carla Lovett, Executive Director.

3. Addenda, Additional Information

Any addenda or answers to written questions supplied by Palm Bay to participating Proposers shall become part of this Request for Letters of Interest and the resulting contract. The Proposer's Certification form shall be signed by an authorized company representative, dated and returned with the Letter of Interest.

No negotiations, decisions or actions shall be initiated by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from the Purchasing Administrator may be considered as a duly authorized expression. Also, only communications from Proposers which are signed and in writing will be recognized by Palm Bay as duly authorized expressions on behalf of the Proposer.

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

(b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;

- (3) Products and Completed Operations;
  - (4) Broad Form Property Damage;
  - (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
  - (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
  - (7) Explosion, collapse, underground coverage (X-C-U)
- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily  
 Injury and Property Damage  
 Liability per occurrence

## VI. INDEMNIFICATION

1. GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless Palm Bay, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to the Contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the Successful Proposer and/or his subcontractors, agents, servants or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless Palm Bay, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

## VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 entity in excess of the threshold amount

provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

### VIII. SCHEDULE OF EVENTS

The schedule of events, relative to this procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Letters of Interests	
2. Opening of Letters of Interest	
3. Submission Evaluations	
4. Presentations from short listed firms	
5. Contract Negotiations	
6. Award of Contract	

Palm Bay Education Group reserves the right to delay scheduled dates and to provide notice to all persons responding to Requests for Letter of Interest.

### IX. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH L.O.I.'s

1. The following documents are to be executed, notarized, (if applicable) and submitted as a condition to this Request for Letters of Interest:
  - a) Proposer's Certification
  - b) Certificate of Insurance
  - c) Standard Form 330
  - d) Non-Collusive Affidavit
  - e) Qualifications Statement

### X. AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposer who agrees to provide the requisite professional services at compensation which Palm Bay determines is fair, reasonable and competitive.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Printed Name of Firm  
By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)



OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Printed Name of Partnership

By: \_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
State of Registration

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_,  
by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name  
of Company) who is personally known to me or who has produced \_\_\_\_\_ as  
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Printed Name of Corporation

\_\_\_\_\_  
Printed State of Incorporation

By: \_\_\_\_\_  
Signature of President or other authorized officer

(CORPORATE SEAL)

\_\_\_\_\_  
Printed Name of President or other authorized officer

ATTEST:

\_\_\_\_\_  
Address of Corporation

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or type as Commissioned)