



City of Anna Maria

REQUEST FOR PROPOSAL

Design-Build Services for Anna Maria City Pier RFP No. 17-002

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

Friday, September 8, 2017 AT 12:00PM (EST)

RESPONSE SUBMISSION DATE AND TIME

Friday, September 29, 2017 AT 3:00 PM (EST)

AT

CITY OF Anna Maria

OFFICE OF THE CITY CLERK

CITY HALL

10005 Gulf Drive NORTH

Anna Maria, FL 34216

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of Anna Maria will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling 1-941-708-6130 Ext. 127 and request Document **No. 17-002**.

Contact Person: Robin D. Meyer, City Planner

Email: amplanner@cityofannamaria.com | Phone: (941) 708-6130 Ext. 127 | Fax: (941) 708-6136

The City of Anna Maria, Florida, hereinafter referred to as "City", is hereby soliciting Proposals from qualified and experienced Design-Build Firm(s) ("Proposers" or "Respondents") to provide comprehensive design-build Services for the Anna Maria City Pier, located at 100 North Bay Drive City of Anna Maria, Florida.

Please submit one (1) original bound Proposal, five (5) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of Anna Maria, Office of the City Clerk, 10005 Gulf Drive, Anna Maria, Florida 34216. Please clearly mark Proposals:

"IMPORTANT, SOLICITATION ENCLOSED"

**Design-Build Services for
Anna Maria Pier
RFP No.**

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Friday August 18, 2017	
Last Date for Receipt of Written Questions:	Friday Sept.8, 2017	12:00pm
Opening of Solicitation:	Friday Sept. 29,2017	3:00pm
City Commission Contract Approval Date:	To Be Determined	

(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at www.demandstar.com or calling 1-941-708-6130 Ext.127 or may be purchased for a non-refundable fee of \$25.00 from the City Clerk.

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City.

We look forward to your active participation in this Solicitation.

Sincerely,
Robin D. Meyer, AICP
City Planner

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Attachment A Engineering Evaluation of the Pier Substructure

Attachment can be found on the City's website accompanying this Solicitation
at: <http://www.cityofannamaria.com/>

SECTION 1.0 INSTRUCTIONS TO PROPOSERS

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a) "City" means the City of Anna Maria.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.
- c) "**Contractor**" means the Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation. Contractor shall be the City's Design-BUILDER of the Project.
- d) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- e) "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this RFP.
- f) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract for the design and construction of the pier. The Project includes design, planning, permitting, construction, code inspection and final inspections necessary to build the component parts encompassing the Project.
- g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the work to be performed by the Contractor or consultant.
- h) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.
- i) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the city, whether directly or indirectly, on behalf of the Contractor.
- j) "Work" or "Services" are drawings, diagrams, schedules and other data specially prepared by the Contractor or a Subcontractor, including the construction services required for the Project solicited, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill their obligations to the City.

1.2 CITY OVERVIEW

The City of Anna Maria Pier is located at the east end of Pine Avenue, one of the City's major streets, and east of Bay Boulevard, a road serving the east side of the City. The Pier was originally constructed in 1910-1911 as a commercial and tourist facility, and was acquired by the City in 1928. The Pier is considered to be an historical landmark by Manatee County and is recognized by the City as having significant historic value. A franchisee operates a restaurant and bait shop/concession stand on the end of the Pier. The Pier consists of an access path of 1,690 feet by 12 feet wide; and a T-head platform of approximately 6,720 square feet. The T-head platform contains a restaurant building and a bait shop/concession building.

Since 1928 the Pier has been damaged or destroyed and rebuilt on numerous occasions, with the damage or destruction resulting from both the passage of time and from specific storm events. The Bergmann Report found that the repairs to the Pier done over time were "haphazard" and inconsistent. Notwithstanding the repair and restoration work done to date, extensive work remains to be done on and under the Pier structure and on the buildings at the end of the Pier.

The general objectives of this work is to engineer and rebuild the Anna Maria City Pier and the buildings on the end of the Pier, so as to make them safe, code compliant, and attractive. In particular, it is the City's objective that the Pier and its buildings, when fully restored, will completely comply with the Florida Building Code, applicable requirements of the Life Safety Code, and reasonable and prudent structural engineering principles and practices.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 LOBBYING

All Respondents, their agents and proposed sub-consultants or Subcontractors, are hereby placed on notice that neither the City Commission Members, any evaluation committee members, employees of the City nor employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub-consultants or subcontractors who violate these guidelines will not be considered for review. The individual (identified on the

cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.5 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

The Mayor of Anna Maria, may temporarily or permanently suspend Contractors from doing business with the city whenever a Contractor materially breaches its Contract with the City.

In addition, the principles of any Respondents or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.6 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the individual, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be done by the Respondent in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.cityofannamaria.com) and Demand Star by Onvia at www.demandstar.com or calling 1-941-708-6130 Ext. 127 and requesting the corresponding documents number.

1.7 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.8 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.cityofannamaria.com) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800- 711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for

opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (www.cityofannamaria.com) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

1.9 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

1.10 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Failure to file a notice of protest within the time prescribed shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest shall be timely filed with the City Clerk, City of Anna Maria, City Hall, 10005 Gulf Drive, Anna Maria, FL 34216. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office.

CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the city determines to be fair, competitive and reasonable.

1.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.12 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.13 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.14 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.15 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

1.16 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and

stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.

1.17 REJECTION OF RESPONSES

The City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Proposal contains any material irregularities. Minor irregularities contained in a response may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.18 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentations explaining and/or demonstrating each Proposal. All oral presentations will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the written proposals and oral discussions for each Respondent.

1.19 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

1.20 CITY COMMISSION REVIEW

The Mayor will report the results of this RFP to the City Commission for final approval in accordance with the City's Ordinances and recommendations of the Mayor and City Attorney. The City reserves the right to reject all Proposals.

1.21 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall even be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.22 CONTRACT AWARD

The City anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.23 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a

different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.24 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier subcontractors or sub-consultants who will or may perform any part of the Contract work and all suppliers who will or may supply materials for the Contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute subcontractors or suppliers from those listed in the Proposal except upon written approval of the City.

1.25 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.26 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the

"Public Records Law."

1.27 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.28 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.29 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.30 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days (30) after Proposals are received or after an award is announced, whichever is earlier. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.31 LATE SUBMISSIONS

The City will not accept Proposals received after opening time and encourages early submittal.

1.32 SOLICITATION OPENING

Properly received Proposals will be announced at the Proposal Opening in the Council Chambers City of Anna Maria, City Hall, 10005 Gulf Drive, Anna Maria, FL 34216. A list of Respondents shall be placed on the City's website.

1.33 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.34 CONFLICTS OF INTEREST

Respondents must list any possible conflicts of interest they have, or any employee, sub-consultant, or sub-contractor of theirs has or anticipates having, relating to providing services to the City of Anna Maria, and, if any, explain how those conflicts would be resolved.

1.35 CONSTRUCTION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the Anna Maria Building Department and its inspector is a professional who is dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.36 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated

by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

**END OF
SECTION**

SECTION 2.0 SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS

INTRODUCTION

The City has issued this Request for Proposal to solicit competitive Proposals from one single entity ("Respondent") responsible for design and reconstruction of the Anna Maria Pier, under one Contract, where architectural, engineering, permitting and construction services are required ("Project"). Respondent shall design, engineer, permit, procure, construct, deliver, erect, commission, start-up, and test the complete Project consisting of all of the necessary labor, materials, machinery, supplies, furnishings, facilities, tools, services, equipment, structures including those things reasonably inferable from the Contract Documents and necessary to complete the Project. The Respondent shall provide all labor and supervisory personnel required in connection therewith. The Respondent shall at its expense, obtain any and all required permits, inspections, and testing as well as pay any fees required for this Project.

2 BACKGROUND

The City of Anna Maria Pier is located at the east end of Pine Avenue, one of the City's major streets, and east of Bay Boulevard, a road serving the east side of the City. The Pier was originally constructed in 1910-1911 as a commercial and tourist facility, and was acquired by the City in 1928. The Pier is considered to be an historical landmark by Manatee County and is recognized by the City as having significant historic value. A franchisee operates a restaurant and bait shop/concession stand on the end of the Pier. The Pier consists of an access path of 1,690 feet by 12 feet wide; and a T-head platform of approximately 6,720 square feet. The T-head platform contains a restaurant building and a bait shop/concession building.

Since 1928 the Pier has been damaged or destroyed and rebuilt on numerous occasions, with the damage or destruction resulting from both the passage of time and from specific storm events. The Bergmann Report found that the repairs to the Pier done over time were "haphazard" and inconsistent. Notwithstanding the repair and restoration work done to date, extensive work remains to be done on and under the Pier structure and on the buildings at the end of the Pier.

The general objectives of this work is to engineer and rebuild the Anna Maria City Pier and the buildings on the end of the Pier, so as to make them safe, code compliant, and attractive. In particular, it is the City's objective that the Pier and its buildings, when fully restored, will completely comply with the Florida Building Code, applicable requirements of the Life Safety Code, and reasonable and prudent structural engineering principles and practices.

During the week of July 27, 2015 Bridge Design Associates and its sub-consultants Tetra Tech performed an in depth structural assessment of the Anna Maria Pier. (Copies are available in digital format on the City's website). This report was limited to observation and discussion of the structural condition of the pier and buildings for the City Pier Restaurant and the adjacent Bait Shop/Concession Stand. Accessibility, ADA compliance and Utilities are not addressed in this document.

The pier is constructed with 2 X 6 deck planning with supporting wood joists or stringers whose size vary between 2 X 8 and 3 X 8. The stringers have spacing which varies between 24” and 33”. The stringers are supported by timber support bents with sizes varying from 2 X10 to 3 X 20 attached to each side of 10” piling, except as noted.

It will be the responsibility of the respondent to do their own assessment, engineering and design for this project the aforementioned report is for informational purposes only.

2.1 SCOPE OF WORK / DESIGN CRITERIA

The purpose of this Solicitation is to secure a highly qualified Design-Build Respondent/Team to provide all the labor, materials, supplies, furnishings, services, shop drawings review, supervision, equipment, expertise and supervision to develop plans and specifications and reconstruct the Pier, which consists of a 1,690 feet by 12 feet wide pier; and a T-head platform of approximately 6,720 square feet. The T-head platform contains an active restaurant building and a bait shop/concession building. This solicitation also includes all Federal, State and local permits necessary in order to rebuild the pier.

The Design-Build Respondent shall at its expense obtain any required permits, inspections, and testing as well as pay any fees for the purpose of the reconstruction of the Anna Maria Pier. The chosen Design-Build Firm shall also:

Review Project scope and prepare design development documents for the reconstruction of the pier ; the City’s approval of the pier design, selection and approval of materials and finishes, and establish the agreed upon Guarantee Maximum Price (GMP) construction cost. Based on approved design development documents and GMP, prepare construction / permit documents that; describe the nature and extent of the Project to obtain bids for the work and all necessary approvals and permits to construct the pier. Also, track and control Project costs to assure that the Project as designed falls within the GMP as included in the executed Contract; and develop and maintain a Project schedule that meets schedule milestones as included in the Contract.

Reconstruct the pier as described in the construction documents, including all labor, materials and management services. Maintain control of the construction work to maintain the Project on the approved schedule and within the GMP cost. Provide these services to and through substantial completion, punch list resolution, the City occupancy, and final Project closeout.

END OF SECTION

SECTION 3.0

EVALUATION/SELECTION PROCESS

3 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the Solicitation. A responsive proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. The Contract will be awarded to the responsive proposer whose proposal best serves the interest of and represents the best values to the City.

3.1 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Proposer must demonstrate sufficient capacity, resources and experience to provide Design-Build Services and must be licensed under Chapters 481, 471 and 489, Florida Statutes. Any Proposer that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE” and will not be evaluated / scored

3.1.1 At a minimum, the Respondent shall be licensed to do business in the State of Florida. Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of the following;

- **The firms sunbiz registration**
- **Copy of Florida Engineer and Architect license**
- **Copy of Florida General Contractors license**

3.1.2 References at a minimum, Proposer must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last five (5) years.

3.1.3 Relevance Experience Respondents must have completed at least one (1) Design-Build project similar in size and nature within the past five (5) years;

3.1.4 Team Experience the Design–Builder’s Team must have worked together and completed at least one (1) project as a team. **(If Applicable)**

3.1.5 Firms must submit proof that they are able to obtain a 100% performance and payment bond

3.2 EVALUATION PROCESS

A committee appointed by the Mayor shall review the responses to this Solicitation

for compliance with the requirements and provide an objective evaluation of all Respondents. The committee will be comprised of appropriate City personnel from multiple departments and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge.. Criteria weights may be changed by the committee prior to evaluation. The committee’s initial evaluation of Respondents shall be on the basis of the specific Project needs and the professional services offered by the Respondent as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

3.3 SELECTION CRITERIA

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by using a combination of Respondent’s total scores for criteria listed. The City will put each Proposal through a process of evaluation to determine the Respondent’s responsiveness to City’s needs. Criteria to be considered include:

Criteria	Maximum Points
Design – Build Plan	25
Methodology & Approach (Project Management Plan)	35
Designer’s Qualifications and Experience	20
Contractor’s Qualifications and Experience	20
Evaluation Score:	100

3.3.1 DESIGN – BUILD PLAN (MAXIMUM POINTS 25)

The Respondent will produce a Design Plan that describes how they will use the previous condition report expand on it and then develop a plan for the rehabilitation or rebuild of the Anna Maria Pier. The design concept shall meet all identified requirements and include future requirements or considerations as appropriate such as site and building footprint, size and massing of the location.

3.3.2 METHODOLOGY & APPROACH PROJECT MANAGEMENT PLAN (MAXIMUM POINTS 35)

Proposed Methodology, Approach and Implementation Plan should demonstrate the Respondent’s response to meet the services required by the City, as listed throughout this Solicitation by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the Work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications. Relevant considerations include the quality and feasibility of your approach to meeting these needs, attach a Project plan if appropriate. Please include

Gantt Charts showing your proposed project timeline, including all steps of the process to completion. These charts should at a minimum include design, engineer, permitting, procurement, construction, deliverables, erect, commission, start-up, and test the complete Project.

Identify how you will meet all other aspects of the Scope of Work and related requirements. List any items you cannot provide. Provide information on any other pertinent services, if any, you can offer that will reduce costs for the City.

3.3.3 DESIGNER AND CONTRACTOR QUALIFICATION & EXPERIENCE (MAXIMUM POINTS 20 EACH)

Provide a statement of qualifications for your organization, a statement of the size of Respondent, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this Solicitation. Provide copies of all licenses requested in the "Minimum Qualification" section of this Solicitation.

As evidence of your Respondent's establishment submit copy of the State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report (obtain from sunbiz.org).

If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this Solicitation. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual. Provide a resumes for all proposed personnel on the Respondent's team that will be assigned to the Contract to meet the requirements of the Solicitation documents. The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable.

Provide a listing of the Respondent's con/similar completed project (e.g., provide costs, photos, etc...)

3.4 ORAL PRESENTATIONS

Respondents may be invited to provide an Oral Presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Work. The oral presentation may clarify but may not modify the prior written submission. Verbal exchanges between the presenter(s) and evaluation committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

3.5 NEGOTIATIONS

In the event that the City and said Proposer(s) cannot reach agreement on a Contract, the City reserves the right to terminate negotiations and may, at the Mayor's or designee's discretion, begin negotiations with the next rated responsible and responsive proposer. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

- 3.5.1** Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- 3.5.2** Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION

SECTION 4.0

PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

4 GENERAL INSTRUCTIONS

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section. Neatly typed with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete scanned electronic copy on CD or DVD in adobe or Word format be sure to promptly label with the company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

4.3.1 COPIES

Please submit an original Proposal, be sure to clearly mark "Original" as such. Five (5) complete copies of the original Proposal are requested. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

4.3.2 SUBMISSION

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Project Timetable section of this Solicitation. At which time the Proposals will be opened and read in the Commission Chambers by the City Clerk.

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED

Address your Proposal to the City Clerk, City of Anna Maria, City Hall, 10005 Gulf Drive, Anna Maria, FL 34216 or, if sent by United States Mail, P.O. Box 779, Anna Maria, FL, 34216 (Please clearly mark Proposal).

4.4 PROPOSAL FORMAT

The proposal must be in the following format. Failure to include responses to items #1 through #7 in this Section 5 may result in the proposer being deemed non-responsive and resulting in the proposal not being considered.

Separated by a physical tab/divider each required and/or non-required document to insure that all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

LABEL EACH SECTION AS NUMBERED

1. COMPANY NARRATIVE

The Respondent shall provide a Narrative Description of the company and the project. Included in this narrative shall be a list of any exemptions or assumptions made by the respondent. Included as part of the narrative shall be the following information

- Name of Agency/Company (including any "Doing Business As" names)
- Contract Manager's Name , Phone Number and Email address
- Company Locations.
- Internet Web Site Address (if any).
- Details of Entity Business Structure (Corporation, Partnership, LLC).
- Date Founded.
- Office address, telephone number, and local address and phone number.
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this Contract.

2. CONCEPTUAL DESIGN

- Provide a statement of the Respondents understanding of the Project. Include a general plan and time frame for completing the specified Work;
- Innovativeness: Provide a general conceptual design for the proposed Project. Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new
or time saving techniques to accomplish the Work in a timely

manner without sacrificing quality.

3. METHODOLOGY & APPROACH TO THE PROJECT

Proposer's approach methodology to providing the services requested in this Solicitation:

Review of Gantt Charts showing your proposed project timeline, including all steps of the process to completion. These charts should at a minimum include design, engineering, permitting, procurement, construction, deliverables, erect, commission, start-up, and test the complete Project.

- Suitability of the methodologies and approaches used in achieving tasks
- Overall organization to completing the Project
- Ability to meet desired timelines and deadlines

4. QUALIFICATION & EXPERIENCE

Proposer's relevant experience, qualifications & past performance

- An explanation of why the Proposer is the best qualified to perform the Contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP.
- A schedule of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the Project at hand.
- General Contractor and Architect licensed to do business in the State of Florida;
- Firms must submit proof that they are able to obtain a 100% performance and payment bond
- Proposers must provide proof they have been engaged in similar work as described herein for a minimum of 5 years
- Proposer must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last five (5) years.
- Joint Venture:** Two or more Respondents submitting as a Joint Venture must clearly identify who will be responsible for the design, engineering, quality control, environmental and geotechnical and construction portions of the Project. **(If Applicable)**
- Relevance Experience:** Respondents must have completed at least

one (1) Design-Build project similar in size and nature within the past five (5) years;

- **Team Experience:** The Design–Builder’s Team must have worked together and completed at least one (1) project as a team. **(If Applicable)**

The City retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the Contract as it deems necessary to ensure safe and satisfactory work.

4.5 APPENDIXES FORMS

At minimum each Bidder shall submit the following below. Responses should correspond to each particular section and subsection of the Solicitation and should be labeled accordingly.

i. COVER PAGE FORM (APPENDIXES A)

The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in. The Cover Page Form shall include the company name, identify the person authorized by law to render the Services (as registered with the appropriate State of Florida department) and title. In addition, the Respondent shall include the mailing address, phone number, fax number and e-mail address.

The Respondent shall identify one person of authority that will receive all notifications from and will be contacted directly by the City as needed in reference to this Solicitation. Cover Page and Contact information shall be limited to one (1) 8-1/2" x 11" page.

ii. SUBMITTAL CHECKLIST (APPENDIXES B)

The Submittal Checklist shall be submitted as part of the Bid. A checklist is provided merely for the convenience of the Bidder and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

END OF SECTION

**SECTION 5.0
ATTACHEMENTS, FORMS
& APPENDIX**

Appendix A
COVER PAGE & CONTACT PERSON INFORMATION

DESIGN-BUILD SERVICES FOR
Anna Maria City PIER
RFP

Include this sheet as the very first page of your Proposal. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of
Proposer(s): _____
Federal Employee Identification (FEIN)
Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Persons Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____



Appendix B
PROPOSAL SUBMITTAL CHECKLIST

DESIGN-BUILD SERVICES FOR
Anna Maria City Pier

RFP

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily be complete and include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet	
	Appendix B: Submittal Checklist	
Tab/Page No.	Section Two (2) Narrative Description	OFFICE USE ONLY
	Conceptual Design	
	Methodology & Approach to the Project	
	Business Structure	
	Qualification & Experience	
	Methodology, Approach & Outreach	

FOR PURCHASING OFFICE USE ONLY		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Other: _____
Comment: _____		