

REQUEST FOR QUALIFICATION #24-008

Date Issued: February 26, 2024

The City of Decatur ("City") will accept sealed Requests for Qualifications (RFQ) for the following services:

Description: **Commissioning Agent**

Submissions must be received before: March 12, 2024 at 2:30 pm by Email in PDF format to Michael Garber (Construction Manager City of Decatur Parks and Rec) mgarber@fitebuilding.com

All questions or need for clarification shall be sent in writing via email to Michael Garber, Fite Building Company (Construction Manager) on behalf of the City of Decatur, Purchasing Agent.

Standard Terms & Conditions

- The Purchasing Department assumes no responsibility for late responses that occur due to the U.S. Postal Service or private courier service.
- Responses must be received in the office of the Purchasing Department not later than the date and time specified.
- The Purchasing Department will not accept hard copies.
- Changes or modifications of this RFQ are allowed only by written authority of the Purchasing Agent.
- The City of Decatur reserves the right to modify all or any portion of this RFQ when the best interest of the City is involved.
- All respondents shall maintain such insurance as will protect the respondent and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to RFQ. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted RFQs when requested.
- Any individual, consultant, company, or corporation doing business with the City of Decatur must possess and show proof of all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award.
- The City of Decatur reserves the right to terminate any contract resulting from this RFQ for just and reasonable cause whereby it appears to be in the best interest of the City.

- The successful respondent(s) agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to respondents performance under this contract.
- The successful respondent shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances.
- An electronic version of this RFQ is available on the City's website at **<https://www.cityofdecatur.com/>** or by emailing **mgarber@fitebuilding.com**
- The City shall not be liable for any costs incurred by any firm responding to this request.
- Any information in a submission considered a trade secret or proprietary information will be protected under the Public Records Laws of the State of Alabama.

LETTER OF QUALIFICATION

The undersigned have reviewed our enclosed submittals in response to the Request for Qualifications (RFQ) issued by the City of Decatur, Alabama (City).

We affirm that the contents of our RFQ submittal is accurate, factual, and complete to the best of our knowledge and belief and that RFQ is submitted in good faith upon express understanding that any false statement may result in the disqualification from consideration.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate offices of each company shall sign.)

(Signature of Chief Executive Officer)

(Signature of Chief Financial Officer)

(Typed Name and Title)

(Typed Name and Title)

(Type Name of Firm)*

(Type Name of Firm)*

Dated:

Dated:

*If a joint venture, partnership, or other formal organization is submitting, each participant shall execute this Letter of Qualification.

Request for Qualifications

Project Overview:

The City of Decatur is seeking qualification submissions for Commissioning services for the Municipal Recreation Center Project. The project involves the construction of a new complex to house the city's current and future recreation needs.

The complex will be built at the southwest corner of Wilson Morgan Park. The address for the facility will be 300 Beltline Road SW, Decatur, AL 35601.

Budget:

The City of Decatur has allocated \$52.0M for the entire program of this project. This includes hard and soft costs.

Scope of Services:

The selected firm will provide commissioning services for the Municipal Recreation Center project. These services will include, but not limited to:

- a. The commissioning agent shall provide comprehensive commissioning services for the construction project from the schematic design phase through project completion.
- b. The project includes basketball courts, food service facilities, and a natatorium, all of which encompass typical Mechanical, Electrical, Plumbing, and Fire Protection (MEPF) requirements.

Pre-Design Phase

- a. Review project objectives and owner's requirements.
- b. Participate in initial project meetings to understand design intent and functional requirements.
- c. Provide input on commissioning specifications and requirements during schematic design.
- d. Review design documents, including drawings and specifications, for compliance with owner and designer intent and end use.
- e. Conduct design reviews to identify potential issues and recommend improvements.
- f. Develop a commissioning plan outlining the commissioning process, responsibilities, and schedule.
- g. Coordinate with design team to integrate commissioning requirements into construction documents.

- h. Review MEPF design for efficiency, functionality, and compliance with industry standards and codes.

Construction Phase

- a. Attend pre-construction meetings to discuss commissioning process and expectations.
- b. Review submittals and shop drawings related to MEPF systems for compliance with design intent.
- c. Conduct periodic site visits to observe construction progress and verify installation of MEPF systems.
- d. Witness functional performance testing of MEPF systems and equipment.
- e. Review and provide feedback on system startup and testing procedures.
- f. Coordinate with contractors and subcontractors to address deficiencies and ensure proper system installation.
- g. Develop and maintain commissioning documentation, including test scripts, checklists, and reports.
- h. Verify that training for facility operators is conducted and documented.
- i. Review operation and maintenance manuals provided by contractors for completeness and accuracy.

Post-Construction Phase

- a. Conduct final acceptance testing to verify that MEPF systems meet performance criteria specified in the OPR.
- b. Prepare a commissioning report documenting the commissioning process, test results, and any outstanding issues.
- c. Provide recommendations for resolving outstanding issues and improving system performance, if necessary.
- d. Assist the owner in developing a plan for ongoing commissioning activities and monitoring system performance post-occupancy.

Closeout Phase

- a. Ensure that all commissioning-related documentation, including test reports and record drawings, are turned over to the owner.
- b. Facilitate the resolution of any outstanding commissioning-related issues prior to project closeout.
- c. Provide commissioning training to facility staff as necessary.

Note: The scope of services may be adjusted based on the specific requirements and complexity of the project. The commissioning agent shall work closely with the owner, design team, and contractors to ensure the successful completion of the project and the proper functionality of MEPF systems.

Submission Requirements:

Interested firms should submit following information:

- a. **Company Resume:** A brief history of the firm, including years in business, location, and size. Should also include information on the company's expertise. If company has multiple offices, specify which office will handle the project.
- b. **Project Experience:** Provide a list of relevant project experience in the state of Alabama. This list should include project name, location, scope, and duration. Include any projects within the last 5 years with similar scope and value.
- c. **Proposed Staffing:** Provide a staffing plan for the project including the proposed number of personnel with roles and responsibilities. Include a company organizational chart.
- d. **Personnel Resumes:** Provide resumes for key personnel who will be working on the project. Resumes should include relevant experience, education, and certifications.
- e. **References:** Provide at least three (3) references from past clients who have received similar services.
- f. **Disputes:** List all instances of project disputes within the last five (5) years that reach any level of mediation, arbitration, or litigation. Describe the parties involved, the nature of the dispute(s), and the cost associated with the dispute(s).
- g. **Compensation Structure:** The City of Decatur is requesting the company's RFP to include proposed compensation structure (flat fee, percentage, hourly rates, etc.). No firm shall supply any rates in this submission.

Selection Criteria

- a. Expertise and qualifications of proposed personnel
- b. Company experience and qualifications
- c. Proposed staffing plan
- d. Experience in the State of Alabama
- e. References
- f. Any questions or clarifications should be directed to the City of Decatur Construction Manager listed in this RFQ.

Disclosures

The City shall have no financial interest in the business of and shall not be liable for any debts or obligations incurred by the Consultant nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or in the sums earned or derived by Consultant, nor shall the Consultant at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant are performed; but on the contrary, Consultant shall be wholly responsible therefore.

Consultant shall acknowledge that its identity and peculiar capacity to provide the services described hereinabove shall constitute a material consideration for the City's execution of a contract with Consultant. Therefore, Consultant shall not transfer or assign an awarded contract or any of the rights or privileges granted therein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.

If selected, Consultant shall agree to comply strictly with all ordinances of the City of Decatur, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations

Consultant agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability.

Reservation of Rights

The City reserves the right to:

- Amend, modify, or withdraw this RFQ
- Revise any requirements under this RFQ
- Accept any proposal deemed to be in the best interests of the City, and to reject any and all proposals.
- Require supplemental or clarifying information from any responding party, without having been deemed to have changed the terms of the RFQ.
- Extend the deadline for submissions of responses.
- Negotiate or hold discussions with any Consultant to supplement responses.

Additionally:

The City may exercise all rights at any time without notice and without liability for expenses incurred in responding to any changes in the RFQ. Responses are prepared at the sole cost and expense of the Consultant.

Nothing stated at any time by any City agent or representative will effect a change or addition to the RFQ, unless confirmed in writing by the City.

All information submitted in response to this RFQ shall become the property of the City, and as such, may be subject to public review as public records.

Consultants acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liability incurred by the Consultant as a result of, or arising out of, responding to this RFQ.

The City shall release all public information concerning this RFQ and selection process, including selection announcements and contract awards. Anyone desiring to release information to the public shall receive prior written approval from an authorized agent of the City.

The City shall take all necessary and affirmative steps to assure that minority firms and women owned business enterprises compete.

Consultants shall not collude in any manner or engage in any practices with any other Consultant which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Consultant's submittal.