RFP Document Package
for
Space Utilization and Design Study for City of Doraville Existing Buildings

March 22, 2010

Prepared by:

The City of Doraville, Georgia
3725 Park Avenue
Doraville, GA 30340-1111

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I. NOTICE

The City of Doraville is seeking competitive sealed proposals from architects to provide a study and recommendations to the City on maximization of as-built building capacity and space utilization for safety, efficiency, customer use, comfort and aesthetics on the existing City of Doraville corporate campus.

The successful offeror will be able to provide a short-term, middle-range and 10-year plan of action regarding the utilization of existing space and specific plans of actions that the City may utilize immediately to aide in the arrangement and best usage of the existing as-built spaces.

The contract, if issued, will be issued to the offeror whose proposal is determined to be the most advantageous to the City of Doraville. Factors including price and financing arrangements will be considered. The City may consider the offeror's quality of work, general reputation in the community, financial responsibility, previous work on similar projects and satisfaction of other similar clients the offeror has been involved with.

Proposal packets may be obtained from the City of Doraville, City Hall, 3725 Park Avenue, Doraville, Georgia 30340, telephone: 770-451-8745; fax: 770-936-3862; e-mail: cityhall@doravillega.us. All proposals are due on April 30, 2010 by 4:00 p.m. and are deliverable to City Hall. Proposals will be opened on May 4, 2010 at 6:30 p.m. at the City Council Chambers at City Hall. A presentation to the City Council may be required before acceptance of an offer. Proposals will remain open and irrevocable for sixty (60) days.

Once awarded, the winning offeror will be expected to begin work on May 20, 2010.

The City retains the right to reject any and all proposals and may re-advertise, perform the work itself, waive formalities in the request for proposal, or abandon the project.

For request for proposal packets, telephone (770) 451-8745 or fax (770) 936-3862.

Scott Haeberlin, City Planner
City of Doraville, Georgia

II. REQUEST FOR PROPOSALS (RFP) FOR SPACE UTILIZATION AND DESIGN STUDY OF DORAVILLE EXISTING BUILDINGS

March 24, 2010

To Whom It May Concern:

Introduction

The City of Doraville, Georgia is a city of over 10,000 persons within the Atlanta major metropolitan area. The City of Doraville campus contains a number of buildings housing a variety of departments. Some of these building assets are currently unoccupied. Other building assets are filled with records and personnel. Further, any campus use must also be conducive to customers while providing safety and security for staff, visitors, records and equipment.

The existing campus facilities will be continued in use for, at least the next 3 to 5 years. There is a possibility of relocating the central government to the former GM Plant property. However, such a plan is a long term plan and may not come to fruition at all. A space needs assessment and design organization is immediate and pressing. It cannot wait for a long term over-arching solution. As such, the offeror is requested to offer solutions on a 1 - 3, 4 - 6 and 7 - 10 year plan, focusing on existing as-built facilities and providing realistic and cost effective solutions to space utilization issues.

Purpose and Objective

The purpose of this RFP is to seek an architect who can provide:

(a) A 1 – 3, 4 – 6 and 7 – 10 year plan relating to best usage of existing as-built spaces on the City of Doraville campus.

(b) Each plan will offer viable solutions for space management needs and implementation and cost structures for each facility and each year of installation per grouping of building/time frame.

(c) Safety of personnel, the public, records and equipment shall be considered and addressed.

(d) Customer use and ease shall be considered and addressed.

(e) Storage for records and retention schedules shall be considered and addressed.

(f) Connectivity between as-built facilities and uses will be considered and addressed.

(g) Efficiency in uses will be considered and addressed.

(h) Any practical solution ranging from shelving to off-site records storage should be considered and addressed.

(i) Deliverables will be expected within three to five months of start date.

Offeror's Requirements

- Liability insurance or exemption is required.
- Proof of Occupation Tax payment is required.
- Proof of or exemption from Workman's Compensation is required.

Proposal Submission

Proposals must conform to the requirements of this attachment. Failure to conform to these requirements may result in disqualification from the selection process.

Seven (7) copies of the proposal must be received by 4:00 p.m., April 30, 2010 at:

City of Doraville
3725 Park Avenue
Doraville, GA 30340-1111

The proposal must be delivered in seven (7) separate envelopes clearly marked with the offeror's name.

Proposal Qualifications and Approach

Offeror's qualification statement must include the following:

1. A statement with respect to which portions of the work will be performed directly by offeror and which portions, if any, of the work will be performed by others under subcontract to offeror's organization. This statement must also clearly identify the single company with whom the contract will be signed and which will bear the ultimate responsibility for the work.
2. A summary of offeror's most applicable clients and an explanation of the similarities and differences between this work and other clients' work.
3. The name and phone numbers of two contacts for the offeror. The first contact shall be the offeror's employee/person who is responsible for the work. The second contact shall be the offeror's employee/person who shall be the liaison between the City and offeror. The contacts may be the same person.
4. A brief resume of offeror's group including the group's direct experience with respect to the work.

5. A statement with respect to the offeror's capability to undertake the proposed assignment from a financial and manpower viewpoint.
6. A summary of offeror's recent experience (within the last 5 years).
7. A summary of offeror's organization chart.
8. A description of the technical approach to the work, including quality assurance reviews and interaction with the City.
9. Offeror's qualification statement must be clearly presented with the following headings in the order provided below:

    Offeror/Subcontractors Described
    Relevant Experience
    Organizational Chart
    Technical Approach to Specific Work Meeting the Purpose and Objections
    Schedule of Deliverables

Seven (7) copies of offeror's response to this request for qualification statements must be submitted by April 30, 2010 at 4:00 p.m. It is anticipated that the short list will be developed and offers awarded by May 4, 2010 at 6:30 p.m. with a contract executed with notice to proceed given to the selected firm on May 20, 2010.

Proposed Contract

Attached hereto and made a part hereof is a proposed agreement. The City reserves the right to amend the contract before execution. The agreement is provided as a basis for negotiations regarding the project.

Basis for Selection

The City may consider the submissions responsive to the preceding sections and/or the offeror's quality of work, general reputation in the community, financial responsibility, previous work on other similar sites or any other similar work or any other related factors that may demonstrate offeror's professional ethics, capabilities and skills.

The price offered will be considered in addition to all other factors listed above. Candidates may be asked to make a presentation to the City.

The City reserves the right to reject any and all proposals and may re-advertise, perform the work itself, or waive formalities, abandon the project and to make its selection on a discretionary basis as to which offer is determined to be the most advantageous to the City.

Sincerely,

Scott Haeberlin, City Planner
City of Doraville, Georgia

III. SAMPLE CONTRACT

STATE OF GEORGIA
CITY OF DORAVILLE
COUNTY OF DEKALB

AGREEMENT

Agreement and Specifications for a Space Management, Design and Implementation Program for Existing City of Doraville Buildings

This Agreement made and entered into this the ____ day of _____, 2009, by and between _____ represented by their duly authorized representative _____ (hereinafter referred to as "Contractor") of the County of _____, State of Georgia, and the CITY OF DORAVILLE, GEORGIA, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS the City desires to obtain and Contractor desires to provide a space management and design implementation program for existing City buildings located in DeKalb County, Georgia;

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City hereby agree as follows:

ARTICLE I
PURPOSE OF AGREEMENT AND SPECIFICATIONS

The purpose of this Agreement is:

A. To provide space management, design and a program implementation plan and cost estimates for City buildings as-built to provide best usage for each facility.

B. To provide 1 – 3, 4 – 6 and 7 – 10 year designs and plans of action and all related estimated costs of implementation to effectuate the purpose in Article I (A).

C. To provide designs and plans as set out in Article I(A) that consider and include:

1. Safety considerations for personnel, the public, records and equipment;
2. Customer use and ease of use;
3. Connectivity between facilities and uses;
4. Efficiency in uses; and
5. Practical solutions and recommendations.

D. Contractor agrees to accept the schedule of tasks and frequency schedule herein. Contractor agrees to perform the following services in all areas where applicable.

ARTICLE II
DURATION OF CONTRACT

This Contract shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed. Deliverables are expected within five (5) months of Agreement execution.

ARTICLE III
CONSIDERATION FOR AGREEMENT

A. This Agreement is based on the following stated total of the City for the calendar year in which this Agreement is executed. Contractor shall be paid $_____ for all services rendered under this Agreement. This sum is to be paid on a monthly basis at the rate of $_____ per month.

B. The sums paid in Sections III(A) represent the total obligation of the City for the calendar year of execution.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

A. The Contractor represents that it has paid Occupation Tax to do business in the County of DeKalb, City of Doraville, Georgia or is otherwise exempt.

B. The Contractor represents that it has provided a copy of its Workman's Compensation Certificate to the City or is otherwise exempt.

C. The Contractor will maintain or carry in-force liability insurance in the amount of at least one million ($1,000,000.00). This insurance is non-cancelable during the duration of this Contract except upon thirty (30) days prior written notice to the City. Cancellation of this insurance will be considered a breach of this Agreement.

ARTICLE V
MISCELLANEOUS

A. If applicable, title to any supplies, materials, equipment or other personal property shall remain in Contractor until fully paid by the City.

B. The City reserves the right to deal exclusively with _____ identified as representative of _____ in all matters concerning this Agreement.

C. It is mutually agreed by _____ and _____ as their authorized representative that every service to be performed hereunder shall be subject to

all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that the conditions are hereby agreed to by _____ and _____ as their authorized representative.

D. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligation of the City.

E. The Agreement obligates the City only for sums payable during the calendar year of execution, or in the event of a renewal by the City, for the sums payable for the individual calendar year renewal.

F. This Contract in no way is deemed to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution or, in the event of a renewal, beyond the calendar year of such renewal.

G. The City reserves the right to terminate this Contract for non-compliance by issuing thirty (30) days written notice to the Contractor.

H. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the City.

I. If any conflicts between this Contract and Contractor's Proposal arise, the terms of this Contract are deemed to absolutely prevail.

J. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Contract are deemed to be the sole responsibility of the Contractor for the purposes of all Worker's Compensation and insurance claims. The City reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Contract and list of specifications should be deemed to obligate City employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of this Contract.

K. This Agreement and the exhibits attached hereto, constitute the entire Agreement and understanding between the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto. The sole exception to this is that the Contractor's Proposal dated _____ are incorporated into this Agreement under Article V (I) above.

L. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.

M. Contractor agrees to indemnify, save and hold harmless, and defend the City, its officers, boards, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of Contractor's operation and provision of services, including but not limited to, reasonable attorney's fees and costs if such fees and costs are deemed necessary by the City.

N. This Agreement may not be assigned by either Party unless approved by each Party in writing.

O. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

As to Contractor:

_____
_____
_____
Attn: _____

As to City:

City of Doraville
3725 Park Avenue
Doraville, GA 30340-1111
Attn: Scott Haeberlin, City Planner

or such address as shall be furnished by notice to the other parties.

P. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.

Q. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

R. Contractor has the following number of employees:

( ) 500 or more employees
( ) 100 or more employees
( ) Fewer than 100 employees

Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered Contract, Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor.

Contractor attests compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Exhibit "A" as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this Agreement as Exhibit "A."

S. Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered Contract, Contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit included with this Agreement as Exhibit "B" shall be made a part of the contractor/subcontractor agreement.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

"CONTRACTOR"

By:_____
Name: _____
(Print or type)

"CITY"

(SEAL)

_____
Mayor Ray Jenkins

ATTEST:

_____
Rhonda Blackmon, City Clerk

APPROVED AS TO FORM:

_____
Murray J. Weed, City Attorney

EXHIBIT A

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this Affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §§13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Doraville has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §§13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with the City of Doraville, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §§ 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Doraville at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number: _____

BY: Authorized Officer or Agent of Contractor: _____

Title of Authorized Officer or Agent of Contractor: _____

Printed Name of Authorized Officer or Agent: _____

Date: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 2009.

_____
Notary Public
Print Name:_____

(SEAL)

My Commission Expires: _____

EXHIBIT B

SUBCONTRACTOR AFFIDAVIT

By executing this Affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §§13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with the City of Doraville has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

_____

EEV / Basic Pilot Program User Identification Number

By:_____

Printed Name: _____

Company Name: _____

Title: _____