

COMMUNITY MARITIME PARK ASSOCIATES, INC.



**REQUEST FOR QUALIFICATIONS
MASTER DEVELOPER FOR THE
COMMUNITY MARITIME PARK PROJECT**

FEBRUARY 21, 2007



REQUEST FOR QUALIFICATIONS
Master Developer for
The Community Maritime Park Project
Proposal No. 2007-02

Community Maritime Park Associates, Inc, (CMPA) is requesting sealed statements of interest and qualifications through **Friday, April 6, 2007, 4:00 PM** local time, from professional real estate development companies qualified and experienced to create a world-class, signature mixed-use development that will feature, at a minimum: an expansive public park; a community multi-use facility suitable for baseball and other athletic events, festivals, and other community activities; conference center; university educational and office facilities; commercial; office; retail; residential; restaurant; entertainment; promenades; parking and all necessary ancillary uses, including infrastructure and site improvements on approximately 30 unimproved acres of municipally owned, waterfront property (the Vince Whibbs, Sr. Community Maritime Park). Additional uses as may be proposed that fit within the general scope of the conceptual design will be considered.

Immediately following the deadline for receipt of statements, those statements received will be opened and publicly acknowledged. Statements of qualifications with an original signature and **fifteen (15)** additional copies should be submitted to:

Community Maritime Park Associates, Inc.
c/o Edward E. Spears, Administrator
Neighborhood & Economic Development Division
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521-0062

The information may also be hand delivered to CMPA, c/o City of Pensacola, City Hall (5th Floor), 222 West Main Street, Pensacola, Florida 32502. Statements received after the closing time will be returned unopened. **Statements must be clearly marked "Statements of Interest and Qualifications for Community Maritime Park Master Developer"**

Questions regarding this solicitation and project may be addressed to:

Edward E. Spears, Administrator
Neighborhood & Economic Development Division
City of Pensacola
5th Floor, City Hall
222 West Main Street
Pensacola, Florida 32502
(850) 436-5655 or fax (850) 595-1143
E-Mail: espears@ci.pensacola.fl.us

COMMUNITY MARITIME PARK ASSOCIATES, INC.

Lacey A. Collier, Chairman

COMMUNITY MARITIME PARK ASSOCIATES, INC.

MASTER DEVELOPER FOR THE COMMUNITY MARITIME PARK PROJECT

SECTION A: BACKGROUND AND PURPOSE

Community Maritime Park Associates (CMPA) is a Florida Non-Profit Corporation formed to carry out the development, operation and maintenance of the Community Maritime Park Project, including all public and private development on approximately 30 acres of formerly industrial, vacant, and municipally-owned property located on Pensacola Bay. CMPA has entered into two legal agreements with the City of Pensacola: the Master Development Agreement and the Master Lease Agreement. Capitalized terms in this RFQ are as defined in the Master Lease. These documents together define specific obligations relating to the development of the project and any prospective respondent to this RFQ should familiarize themselves with the terms of these agreements. CMPA is seeking to add a private sector Master Developer to bring additional expertise, experience and access to capital to implement the vision for the Community Maritime Park.

The Project:

The Vince Whibbs, Sr. Community Maritime Park Project is envisioned as a world-class, signature mixed-use development that will re-establish a dynamic public waterfront on the western half of Downtown Pensacola. The project will feature an expansive public waterfront park; a community multi-use facility suitable for baseball and other athletic events, festivals, and other community activities; conference center; university educational and office facilities; commercial; office; retail; residential; restaurant; entertainment; promenades; parking and all necessary ancillary uses, including infrastructure and site improvements. Additional uses as may be proposed that fit within the general scope of the conceptual design will be considered. The Community Maritime Park Conceptual Design (Attachment #1) was created by Urban Design Associates, Inc., adopted by the Pensacola City Council and ratified by the citizens of Pensacola, in a referendum. CMPA is in the process of selecting professionals to develop a Design Criteria Package that will be available in the near future to guide development of this public/private project.

SECTION B: SCOPE OF SERVICES REQUIRED

The selected Master Developer (MD) will be the firm that in the opinion of CMPA possesses the experience, professional qualifications, financial resources, and willingness to enable it to undertake and complete the development of the Community Maritime Park, as detailed in the Conceptual Plan and Design Criteria Package, within the general timeframe and budget envisioned by CMPA and required by legal agreement. The services anticipated to be provided by the MD are all such services normally undertaken by a developer for a project of this scale. These include, but are not limited to: architecture, engineering, site planning, landscape architecture, scheduling, budgeting, financing, permitting, construction management, quality control, bonding, insurance, accounting, reporting, legal, public relations, marketing, leasing, tenant coordination and ongoing property management and operations. It is expected that the selected MD will become a critical member of the team to deliver to CMPA and the community of Pensacola the vision as affirmed by the voters of the City of Pensacola in a referendum, within the framework of the Conceptual Design, Master Lease, Master Development Agreement and Design Criteria Package. Interested parties are expected to utilize their creativity, experience and understanding of existing and future tourist, entertainment, retail, housing, commercial and other economic markets to create a unique, world-class, mixed-use development.

SECTION C: MINIMIM QUALIFICATIONS:

The selected Master Developer must demonstrate capacity in the areas noted in Section B and specifically demonstrate:

1. One or more projects previously completed or under development, that total at least \$50 million.
2. Successful development of at least one major mixed-use project similar to what is envisioned in the Community Maritime Park Conceptual Design.
3. Ability to obtain and/or attract adequate financing for all aspects of the proposed project.
4. That any Architects for the project team are registered to practice in the State of Florida, as required by Florida Statute Chapter 481, Part I, Architecture.
5. That any Landscape Architects for the project team are registered to practice in the State of Florida, as required by Florida Statute Chapter 481, Part II, Landscape Architecture.
6. That any Engineers for the project team are registered to practice engineering in the State of Florida, as required by Florida Statute Chapter 471, Professional Engineers.
7. That the General Contractor or Construction Manager is licensed as a general contractor in the State of Florida and Escambia County.
8. A team record of long-term management of completed projects.
9. A team record of small and minority business inclusion in projects.
10. A team record of satisfying clients and end users.

SECTION D: PERSONNEL

All personnel to be assigned to this project are subject to approval by CMPA. Replacement personnel must have equivalent education and experience as the individuals whom they replace. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to CMPA for review and CMPA reserves the right to interview replacement personnel prior to its approval. The Master Developer shall be responsible for all briefings of replacement personnel as to the status of the project at no expense to CMPA. All personnel shall be employees of the MD and/or a collaborative partner. No personnel assigned to this project shall be considered the employees of CMPA or the City of Pensacola at any time.

SECTION E: PROPOSAL REQUIREMENTS

1. Proposals shall be limited to 30 pages, not including covers, dividers or tabs. Any information presented after the 30th page of the proposal will not be considered. The proposal should generally follow the titles and format of the RFQ.
2. Identification of each organization to provide services under the proposal, including company principals and organizational history.
3. Resumes of the personnel who will be assigned to work with, or consult with, CMPA shall be included.
4. Identify the project manager and the extent of the person's involvement with and availability during the project.

5. Provide experience of the firm and staff with developing, owning and/or operating similar projects.
6. Provide a list of financial resources available to the firm.
7. Provide list of references.
8. Provide detail of how the firm will assist with achieving the goals of the Covenant with the Community.
9. Provide any additional information which may be of value to CMPA during the selection process, including description of required Small, Minority and Local Business participation.

SECTION F: GENERAL CONDITIONS

Instructions: Careful attention must be given to all requested items contained in this RFQ. Applicants are invited to submit responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.** Applicants must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. All Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

Rejection of Proposals: CMPA reserves the right to accept or reject any or all responses, to waive any irregularities, technicalities, or informalities, and to re-advertise for a Request for Qualifications when deemed in the best interest of CMPA.

Responses/Proposal Receipt: Sealed Responses will be accepted in accordance with the instructions detailed in this RFQ. After that date and time, Responses will not be accepted. The Applicants shall file all documents necessary to support its Proposal and shall include them with its Proposal. Applicants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated in the RFQ. Post marks will not substitute for actual receipt of the proposal by the stated deadline. All materials submitted under this RFQ become the property of CMPA.

Governing Law: Applicants will agree that agreements shall be governed by the laws of the State of Florida, without regard to its conflicts of law provisions and the venue for any legal action will be Escambia County, Florida.

Public Records: Any material submitted in response to this Request for Qualification will become a public document pursuant to Florida Statue §119.07. This includes material which the responding applicants might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statue § 119.07.

No Contingency Fees: By responding to this solicitation, each applicant warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

Public Entity Crimes: By submitting a proposal each firm is confirming that the firm has not been placed on the convicted vendors list as described in the Florida Statute § 287.133 (2) (a).

Small/Minority and Local Business Enterprise: CMPA has adopted a Covenant with the Community (Attachment #2) detailing the Board of Trustees desire for small, minority and local business participation in this project. Inclusion of Small, Minority and Locally owned firms that meet the requirements of this RFQ is encouraged.

A Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in the 325 zip code area,
- employs 50 or fewer permanent full-time employees,
- and a net worth of not more than \$1,000,000. As applicable to sole -proprietorships, the \$1,000,000 net worth shall include both personal and business investments.

A “Local Business Enterprise” is an independently owned and operated business concern located in the 325 zip code area (not including Post Office Boxes), with preference being given to businesses with offices and operations in Escambia County, Florida.

If your proposal includes a Small Business Enterprise as defined above or has received a Minority Business Enterprise designation, please include this information in your response.

In accordance with the Covenant with the Community, Minority and Local participation is fundamental to the Community Maritime Park Project. All Respondents are required to detail the guaranteed level of Minority and Local participation that will be provided.

Selection Process: The selection process will be conducted under the Florida Statute §287.055 (Consultants’ Competitive Negotiation Act) to engage new consultants in specific disciplines of consulting as indicated herein.

SECTION G: INSURANCE AND INDEMNIFICATION

Before starting and until termination of the negotiated agreement, the MASTER DEVELOPER shall procure and maintain insurance of the types and to the limits specified in the Master Development Agreement and Master Lease, and such other coverages as CMPA and the MD shall agree. The MD will also be required to provide appropriate indemnification of CMPA and its representatives.

SECTION H: PERFORMANCE & PAYMENT SECURITY

The selected Master Developer is expected to deliver a performance and payment security of the type, nature and amount satisfactory to the CMPA at a mutually agreed upon time.

SECTION I: LENGTH OF CONTRACT

The contract time for services will be for a period of time as mutually agreed to between the CMPA and Master Developer and shall be made a part of the contract before final execution of the document.

SECTION J: AWARD AND CONTRACT EXECUTION

All proposals will be reviewed by the Board of Trustees of the Community Maritime Park Associates. The proposals will be ranked and the top ranked firms will be asked to make an oral presentation to the Board. The top ranked firm will have the opportunity to negotiate an agreement with the CMPA. The final agreement, if negotiated, will be forwarded to the CMPA Board of Trustees for its approval. The CMPA Board will submit the agreement to the Pensacola City Council for final approval. Applicants should not contact Board of Trustee members at any time prior to the final recommendation of the top ranked firm. If selected, the top ranked applicant will have 90 days to negotiate an agreement. If an agreement cannot be reached within 90 days, the CMPA reserves the right to extend the negotiation period, begin negotiations with the second ranked firm(s) and/or reject all and begin the process again.

SECTION K: CONTINUING CONTRACT

The selected firm is eligible to extend its agreement with CMPA to provide ongoing services, including, but not limited to: operation and maintenance of the Community Maritime Park, in accordance with Florida Statute §287.055. The extension of the agreement for continued services is at the sole discretion of the CMPA and is not guaranteed.

SECTION L: NUMBER OF COPIES REQUIRED

One (1) original and fifteen (15) copies shall be submitted in one proposal package.

SECTION M: EVALUATION OF PROPOSALS

Proposals shall be evaluated and a selection made using the following criteria:

1. Composition and Qualifications of staff.
2. Experience of the firm with respect to the various aspects of development, including: architecture, engineering, site planning, landscape architecture, scheduling, budgeting, financing, permitting, construction management, quality control, bonding, insurance, accounting, reporting, legal, public relations, marketing, leasing, tenant coordination and ongoing property management and operations of public parks, recreational and conference facilities, educational facilities, public buildings, private buildings and multi-use buildings.
3. Experience of the firm with Public/Private Partnerships.
4. Ability to meet time and budget requirements.
5. Small and Minority Business Participation.

SECTION N: ORAL PRESENTATIONS

Firms will be short listed based upon the written qualifications submitted to the CMPA. CMPA reserves the right to determine the number of firms on the short list. The CMPA shall schedule formal oral presentations for those firms short listed by the selection committee. Firms invited to make oral presentations will be required to provide a detailed presentation, in person, of the requirements delineated in this RFQ, as well as provide specific detail on the proposed project and their vision for bringing the project to completion. Short-listed firms are also required to provide a sealed project pro-forma proposal that will serve as a basis for negotiation for services.

**EVALUATION SHEET
COMMUNITY MARITIME PARK
MASTER DEVELOPER
WRITTEN PRESENTATION
RFQ NO. 2007-02**

Date: _____

Name of Firm(s): _____

Reviewer: _____

1. Composition and Qualifications of Staff 20 Points _____

- a. Number of employees
- b. Staff resources and experience
- c. Qualifications of individual staff members selected to work on this project

2. Experience of the Firm 15 Points _____

- a. Previous projects of similar scope and size
- b. Demonstrated client and end-user satisfaction

3. Ability to Meet Time and Budget Requirements 20 Points _____

- a. Current workload
- b. Ability to meet schedules
- c. Ability to meet budgets

4. Financial Capacity of the Firm 20 Points _____

5. Small/Minority Business Participation 15 Points _____

6. Local Business Participation 10 Points _____

TOTAL POINTS _____

Comments: _____

**EVALUATION SHEET
COMMUNITY MARITIME PARK
MASTER DEVELOPER
ORAL PRESENTATION
RFQ NO. 2007-02**

Date: _____

Name of Firm(s): _____

Reviewer: _____

1. Structure of Firm and Project Organization 10 Points _____

2. Experience of Staff 10 Points _____

3. Experience of Firm 10 Points _____

4. Ability to Perform Services Required 15 Points _____

5. Financial Capacity of the Firm 20 Points _____

6. Creativity and Vision for Implementing the Project 15 Points _____

7. Small/Minority Business Participation 10 Points _____

8. Local Business Participation 10 Points _____

TOTAL POINTS _____

Comments: _____

***52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters***

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.209-6 FAR Protecting the Government's Interest When Subcontracting with
Contractors Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.

 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Date: _____