

**CITY OF PENSACOLA, FLORIDA  
REQUEST FOR PROPOSAL  
PROPOSAL NO.: 11-023**

Sealed proposals may be hand delivered or mailed to the Purchasing Office located on the sixth floor of City Hall, 222 West Main Street, Pensacola, Florida 32502. All proposals, with original signature and three (3) additional copies, must be received by **June 8, 2011 at 2:30 P.M.**, local time. Proposals received after the closing time will be returned unopened. Multiple proposals for the same entity will not be accepted and will be returned unopened. Thereafter, at a place to be announced and immediately following the deadline for receipt of the proposals, those proposals received will be opened and publicly read concerning:

**THREE (3) YEAR LEASE OF THE THIRD FLOOR OF CITY HALL**

Proposal documents must be clearly marked **“THREE (3) YEAR LEASE OF THE THIRD FLOOR OF CITY HALL.”**

Complete specifications or additional information may be obtained upon application to the Purchasing Office. Contact [rdonahue@ci.pensacola.fl.us](mailto:rdonahue@ci.pensacola.fl.us) or telephone (850) 435-1835.

**Any questions concerning the proposal or visitation to the third floor should be addressed and submitted to:**

**George J. Maiberger, Purchasing Manager**  
City of Pensacola  
222 West Main St.  
Pensacola, FL 32502  
(850) 435-1835 or [gmaiberger@ci.pensacola.fl.us](mailto:gmaiberger@ci.pensacola.fl.us)

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable modifications for access to City services, programs, and activities. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

CITY OF PENSACOLA  
Ashton J. Hayward, III  
Mayor

ATTEST:  
Ericka L. Burnett  
City Clerk

The City of Pensacola provides equal access in employment and public services

## **SECURITY NOTICE**

Sometime during the spring of 2011, City Hall security measures will increase. The expectation is that visitors will sign in and receive a badge to access a specified floor. Metal detection devices might also be employed. As these measures are not yet in place, it is difficult to predict their impact upon the time needed to reach the Purchasing Office (6<sup>th</sup> floor City Hall) from the first floor lobby. Therefore, anyone hand-delivering a bid is advised to arrive early to allow for the additional time needed due to security measures.

**Late bids will not be accepted.**

**THREE (3) YEAR LEASE OF THE THIRD FLOOR OF CITY HALL**

**PROPOSAL  
Proposal No. 11-023**

The undersigned, as bidder, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

Proposed Lease Cost per Square Foot                      \$ \_\_\_\_\_ / Per Month

[Please attach a description & history of your company, a description of your business operations (number of employees, hours of business, etc.), special requirements, and any other information that you feel would be beneficial to the City]

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Phone Number/Fax Number \_\_\_\_\_

Contact Name \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Person Authorized to Issue Proposal:

\_\_\_\_\_

Name	Title	Date
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**DRUG-FREE WORK PLACE CERTIFICATE**

IDENTICAL TIE BIDS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## **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 nonresponsible.
- 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.

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Company Name

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Authorized Signature

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Printed Name

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Date

**THE CITY OF PENSACOLA, FLORIDA  
REQUEST FOR PROPOSALS  
CONTRACTUAL SERVICES  
GENERAL CONDITIONS**

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection.

1. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the service(s).
2. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
3. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office, or as instructed on the Request for Proposal Page, at least ten (10) days prior to the proposal opening. Inquiries must reference the proposed service and the date of the proposal opening. Interpretations will be made in the form of an addendum with copies mailed or delivered to each party represented on the vendors' list. The Mayor shall not be responsible for any other explanation or interpretation.
4. **Sealed Proposals:** The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal opening is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. The face of the proposal envelope shall be plainly marked identifying the service(s) proposed and the date of the proposal opening. It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal opening. No proposal will be accepted after closing time for receipt of proposals, nor will any offers by telephone, fax or Internet E-mail be accepted.
5. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the performance objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
6. **Exceptions to Specifications:** In order that consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.
7. **Proposal Bond:** None.
8. **Discounts:** Terms offering a discount for prompt payment will be considered in determining the low proposal. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the service(s) judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low proposal.
9. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk. Unit prices bid will govern in award.
10. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal items.

11. **Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council.
12. **Determination of Award to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to the lowest proposer and the City reserves the right to award a contract or to negotiate a contract with a responsible proposer submitting a responsive or best alternative proposal with a resulting negotiated contract which is most advantageous and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting negotiated contract that is in its best interest and its decision shall be final.
13. **Delivery:** Proposal quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.
14. **Tax:** The City of Pensacola is exempt from all State and local sales tax.
15. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 2nd of the month. Items received on or after the 2nd will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statue §218.70. All purchases are subject to availability of funds in the City's budget.
16. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.
17. **Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.
18. **Protests:** Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of bid or contract must be in writing and received in the Purchasing Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.
19. **Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.
20. **Unauthorized Aliens:** The City of Pensacola shall consider the employment by any Construction Manager of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.
21. **Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, Pensacola City Council or any member of a selection/evaluation committee for RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

**ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE  
GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**



## BACKGROUND AND PURPOSE

The City of Pensacola (the City) is requesting proposals from interested parties for the lease of the third floor of City Hall, located at 222 West Main St in downtown Pensacola. City Hall is located in the business core of downtown and is within blocks of other major state and local governmental buildings. City Hall is minutes from easy access to Interstate I-110 or the Three Mile Bridge crossing Pensacola Bay.

## FLOOR DESCRIPTION

The third floor of City Hall consists of approximately 9200 square feet of floor area. The floor contains eighteen (18) offices with the rest of the available area being open space that would be suitable for office cubicles, etc. The floor is accessed by use of three elevators and contains separate restrooms for men and women.

## PARKING

There is adequate parking on site for general office use and lessee may utilize up to 30 spaces for its use. These spaces may not be transferred or sublet without prior approval by the City.

## LEASE TERM

The initial lease term shall be for a period of three (3) years, with three (3) additional three (3) year renewal options. The lease cost for each of the renewal periods shall be negotiated after the completion of an appraisal, paid for by the lessee, to determine the market cost of comparable downtown office lease space. The lease cannot be assigned without approval by the City.

## CITY HALL SECURITY & BUILDING ACCESS

City Hall can be accessed by the public from 7:30 (AM) to 5:30 (PM), Monday through Friday, excluding designated holidays. The lessee will be issued security badges for its employees in order to obtain access to the building beyond normal business hours. Access to the building after hours, weekends and on holidays can only be obtained through an assigned security badge.

## COMMUNICATION AND ELECTRICAL POWER

The third floor was completely rewired with Cat 5 cable in 2005-06 as part of the renovation in response to damage from Hurricane Ivan. Hard offices have data/phone jacks already in place. Open areas have cable distribution centers and power located above the ceiling to facilitate the use of cubicle walls with power/data poles. All cabling goes back to a central closet on the floor where it terminates into patch panels for the City. Lessee will need to provide a rack, patch panel, and network switch to utilize current cabling; due to the susceptibility of the building to power outages, it is recommended that a UPS also be provided to power renter's property until building generator comes on line. City will remove 3rd floor cabling from its patch panel. Lessee will need to provide internet connection and /or telephone service to the closet. Lessee will need to pay for additional electrical cabling if necessary. Current racks in closet support the rest of City Hall. MIS staff will need ready access to

closet at anytime of the day or night.

#### JANITORIAL SERVICES NOT PROVIDED

Janitorial services will be the responsibility of the lessee.

#### TAXES

Lessee is responsible for all applicable taxes, permits, assessments and fees.

#### AWARD OF LEASE

The award of lease shall be done in the best interest of the City. The City may consider other factors in addition to price, including, but not limited to the type of business, compatibility with city operations, etc.

#### INSURANCE AND INDEMNIFICATION

During the term or any extension of the term of this Lease, the Lessee shall procure and maintain insurance of the types and to the limits specified. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises and operations. The coverage shall be written on occurrence-type basis. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided and the City must be listed as an Additional Insured. Fire legal liability coverage must be included with minimum limits of \$100,000 per occurrence.

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. This Lease shall be listed on the Certificate of Insurance. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521

The Lessee required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the Lease.

The Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the City.

Lessee agrees to indemnify and hold harmless the City of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this Lease Agreement.

The Lessee agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

#### PUBLIC ENTITY CRIMES

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### REJECTION

The City reserves the right to accept or reject any or all proposals or to waive any informality, if any; existing in any proposal or in the process of selection and to accept the proposal which the City, in its sole discretion, determines best serves the interest and intent of this project.

#### GENERAL INSTRUCTIONS

The City of Pensacola is not liable for any costs incurred by the proposers in preparing or responding to this RFP.

#### PUBLIC RECORDS

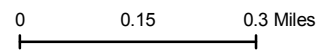
Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.



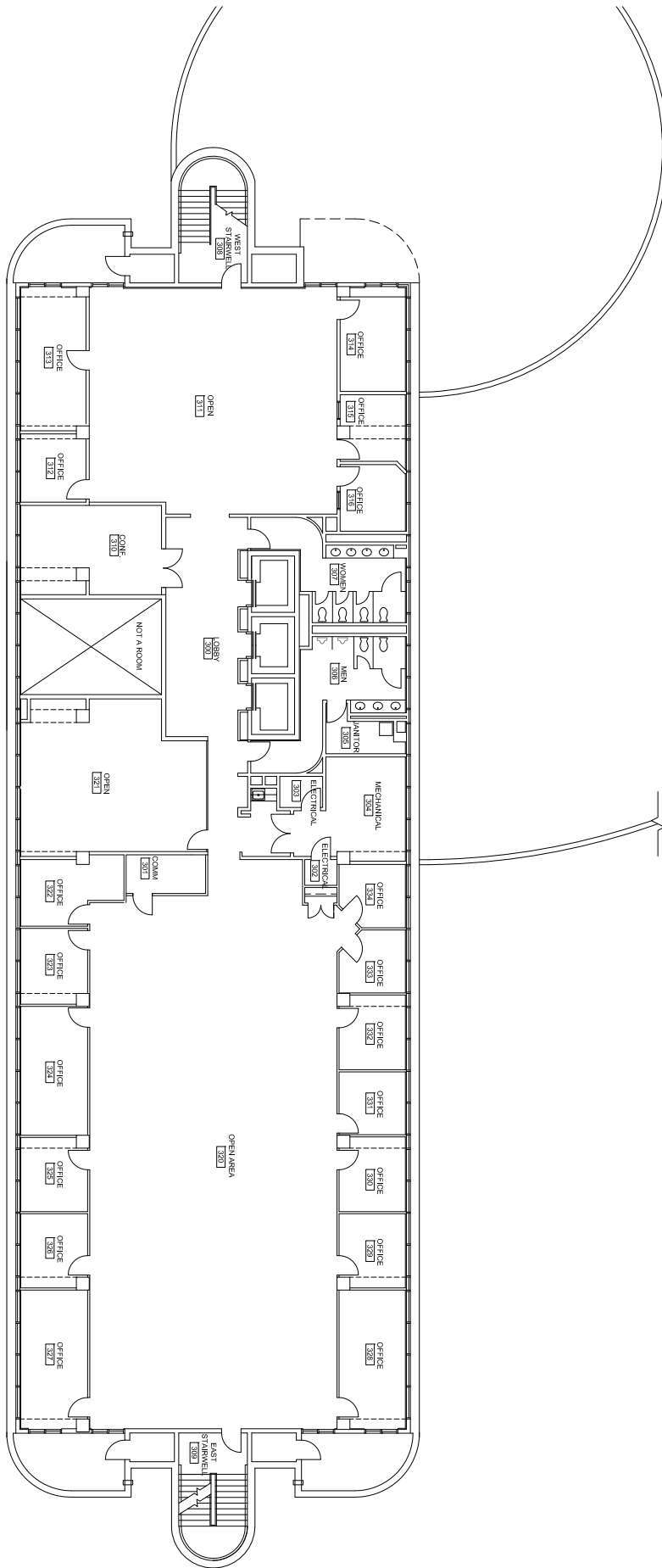
City Hall

City of Pensacola  
City Hall  
222 W Main St

Date: April 22, 2011



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



2 3RD FLOOR PLAN  
A1A1

# PENSACOLA CITY HALL RENOVATIONS AND REPAIRS

**SOMMA**  
SOMMA ARCHITECTS  
325 W. WALTON STREET  
PENSACOLA, FL 32502  
(850) 432-2942  
(850) 432-9119 FAX

REVISIONS	
No.	Description
1	RFP
2	4/24/11

THIRD FLOOR  
PLANS

Scale: As Noted  
Date: Sept 21, 2005  
Drawn By: MAM  
Approved By: DA

Drawn No. A-4

East Side



**[PROPOSED LEASE]**

**The proposed lease will be made available by addendum. Please check the City of Pensacola website (<http://www.cityofpensacola.com/bids.asp>) frequently to obtain the document.**