



**REQUEST FOR QUALIFICATIONS
#10-17
Construction Management at Risk Services -
Clearwater Gas System Complex**

January 26, 2017

NOTICE IS HEREBY GIVEN that sealed Statements of Qualifications will be received by the City of Clearwater (City) until **10:00 AM, Local Time, February 28, 2017** to provide **CONSTRUCTION MANAGEMENT AT RISK SERVICES**.

Brief Description: The City of Clearwater is seeking a Construction Manager at Risk firm to join the project team for the City's new Clearwater Gas Systems Complex.

Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

The Request for Qualifications, any attachments and addenda are available for download at www.myclearwater.com.

Please read the entire solicitation package and submit the response in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the response.

Questions concerning this solicitation should be directed, IN WRITING, to the following contact:

General, Process or Technical Questions:

Alyce Bengé, CPPO, C.P.M.
Purchasing Manager
Finance Department
Fax 727-562-4535
Alyce.Benge@myclearwater.com

Purchasing Office
100 S Myrtle Ave
Clearwater FL 33756-5520
PO Box 4748, 33758-4748
727-562-4633 Tel

INSTRUCTIONS

- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Purchasing Manager listed on Page 1. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.
- i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their response.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a response.
- i.3 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**
Date: February 28, 2017
Time: 10:00 AM (Local Time)

The City will open all responses properly and timely submitted, and will record the names and other information specified by law and rule. All responses become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, responses are available for inspection by contacting Purchasing.
- i.4 **SUBMIT RESPONSES TO:** Use label at the end of this solicitation package

City of Clearwater
Attn: Purchasing
100 S Myrtle Ave., 3rd Floor, Clearwater, FL 33756-5520
or
PO Box 4748, Clearwater, FL 33758-4748

Responses will be received at this address. Respondents may mail or hand-deliver responses; e-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a response that is not properly addressed and identified.
- i.5 **LATE SUBMITTALS.** The respondent assumes responsibility for having the response delivered on time at the place specified. All responses received after the date and time specified shall not be considered and will be returned unopened to the respondent. The respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The respondent agrees to accept the time stamp in the City Purchasing Office as the official time.
- i.6 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the response. Respondents are cautioned to verify their responses before submission, as amendments to or withdrawal of responses

INSTRUCTIONS

- submitted after time specified for opening of responses may not be considered. The City will not be responsible for any respondent errors or omissions.
- i.7 **FORM AND CONTENT OF RESPONSES.** Unless otherwise instructed or allowed, responses shall be submitted on the forms provided. An original and the designated number of copies of each response are required. Responses, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the response be submitted. The response must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the response.
- i.8 **MODIFICATION / WITHDRAWAL OF RESPONSE.** Written requests to modify or withdraw the response received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the response and marked as a MODIFICATION or WITHDRAWAL of the response. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any response security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.9 **DEBARMENT DISCLOSURE.** If the vendor submitting a response has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the respondent shall include a letter with its response identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A response from a respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.10 **RESERVATIONS.** The City reserves the right to reject any or all responses or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible responses; to reject unbalanced responses; to reject responses where the terms, prices, and/or awards are conditioned upon another event; to reject individual responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any response. The City may seek clarification of the response from respondent at any time, and failure to respond is cause for rejection. Submission of a response confers on respondent no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the respondent and the City until the City executes a written contract or purchase order.
- i.11 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.12 **COPYING OF RESPONSES.** Respondent hereby grants the City permission to copy all parts of its response, including without limitation any documents and/or materials copyrighted by the respondent. The City's right to copy shall be for internal use in evaluating the response.

INSTRUCTIONS

- i.13 **CONTRACTOR ETHICS.** It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve this purpose, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
 - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.14 **GIFTS.** The City will accept no gifts, gratuities or advertising products from respondents or prospective respondents and affiliates. The City may request product samples from vendors for product evaluation.
- i.15 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its response, and/or believes the selected response is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Clearwater Purchasing Policy and Procedures Section 18 ("Purchasing Policy"). If there exists any discrepancy in this Section i.21 and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Purchasing Manager no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting Purchasing.

ADDRESS PROTESTS TO:

Alyce Bengé, CPPO, C.P.M.
Purchasing Manager
100 So Myrtle Ave, 3rd Fl
Clearwater FL 33756-5520
or
PO Box 4748
Clearwater FL 33758-4748

INSTRUCTIONS - EVALUATION

- i.16 **EVALUATION PROCESS.** Responses will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with respondents for clarification purposes. Clarification is not an opportunity to change the response. Respondents shall not initiate discussions with any City employee or official.
- i.17 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and the technical response. All responses must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the response complies with the instructions for submitting responses including completeness of response which encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the respondent is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: past performance, references (including those found outside the response), compliance with applicable laws, respondent's record of performance and integrity- e.g. has the respondent been delinquent or unfaithful to any contract with the City, whether the respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Technical Response.** The City will determine how well responses meet its requirements in terms of the response to the solicitation and how well the offer addresses the needs of the project. The City will rank offers using a point system (unless otherwise specified) as an aid in conducting the evaluation.

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria <i>(Response Format, p. 11)</i>	Points
Qualifications and Experience: Related Site Development and Building Experience (multi-phase construction on active sites) <i>(Tab 2)</i>	35
Project Approach: Scheduling/Phasing, Cost Control, Value Engineering <i>(Tab 3)</i>	20
Project Staff and Availability <i>(Tab 4)</i>	25
Expertise: Knowledge of Local Conditions, Permitting Processes, Availability of Materials and Labor <i>(Tab 5)</i>	20

- i.18 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest scored responses based on a preliminary evaluation against the evaluation criteria. Only those short-listed respondents may be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
- i.19 **PRESENTATIONS/INTERVIEWS.** The respondent must provide a formal presentation/interview on-site at a City location upon request.
- i.20 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Respondent must be prepared for the City to accept the response as submitted. If respondent fails to sign all documents necessary to

INSTRUCTIONS - EVALUATION

successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject response or revoke the award, and may begin negotiations with another respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the respondent and the City until the City executes a written contract or purchase order.

- i.21 **NOTICE OF INTENT TO AWARD.** It is the respondent's responsibility to check the City of Clearwater's Purchasing website at <http://www.myclearwater.com/government/city-departments/engineering/projects/bid-information> to view relevant information and notices. Notices of the City's intent to award a Contract are posted to Purchasing's website.
- i.22 **RFQ TIMELINE.** All dates are tentative and subject to change.
Release RFQ: January 26, 2017
Advertise Tampa Bay Times: January 27, 2017
Responses due: February 28, 2017
Review responses: February 28 – March 7, 2017
Presentations (if scheduled): March 9 - 16, 2017
Award recommendation: March 16, 2017
Council authorization: April 6, 2017
Contract begins: April 2017

DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** The City of Clearwater is dedicated to providing superior services to its customers in order to improve the quality of life for Clearwater residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.
2. **BACKGROUND.** The current Clearwater Gas System (CGS) building is over 35 years old, is no longer meeting the needs of the department, and has surpassed its lifespan. HVAC problems in the adjacent operations building late last summer instigated the redevelopment master plan. The master redevelopment study identifying the broad scope of this project was completed in July 2016 and estimates a total project construction budget of approximately \$16 million. The proposed redevelopment will include multi-phase construction of facilities identified in the Master Site Redevelopment Plan (excerpts shown as Exhibit A). The first phase will include the main hardened, two-story building with tower feature, housing operations and warehouse on the first floor, administration on the second floor, sales on the east side of the ground floor, and a small third level tower on the west side for dispatch and control. Subsequent mini-phases will include storage and support facilities.

CGS will operate out of the existing buildings during all phases of construction, therefore proper phasing and logistics is critical.

3. **SCOPE OF WORK.** The City of Clearwater (City) intends to engage a Construction Management (CM) at Risk firm to provide management of the preconstruction and construction services (collectively referred to as the Services) as described herein for the Clearwater Gas Systems, City Project # 15-0043-GA. The City anticipates eight (8) months of design and thirty (30) months of phased construction, with the initial main building completed by early 2019.

The chosen CM at Risk firm will join the project team near the 50% design phase to provide pre-construction phase services to the City under a purchase order for the negotiated design-phase fees. Applicable purchase order requirements are included with Exhibit D, Standard Terms and Conditions as well as the required Truth in Negotiation certificate (Exhibit C).

When the construction documents are sufficiently complete to establish the scope of work for the project or any portion thereof, the Construction Manager will establish and submit in writing to the City for approval a Guaranteed Maximum Price (GMP) for the project. Once the GMP for construction on the project is agreed upon, the City staff may recommend to City Council to award the Construction Management firm the Construction Manager at Risk Contract. A sample contract is attached as Exhibit B, Sample Contract. However, if a GMP cannot be agreed upon the City may solicit other CM at Risk firms.

The following documents are included with this RFQ:

Exhibit A, Excerpts from the Master Site Redevelopment Plan. Existing and proposed site plans, provided for information purposes only.

Exhibit B, Sample Contract. Sample of Construction Manager at Risk Services contract to be entered into upon successful negotiation.

Applicable terms for City construction contracts referenced in Exhibit B, are available at <http://www.myclearwater.com/government/city-departments/engineering/documents-publications/contract-specifications>.

Exhibit C, Truth in Negotiation Certificate: Required form, per 287.055 F.S.

Exhibit D, Standard Terms and Conditions for Purchase Order: Standard Terms and Conditions applicable to the Purchase Order for design and pre-construction phase services.

4. **MINIMUM QUALIFICATIONS.** Construction Management (CM) firms should have successful experience performing Construction Management at Risk services on contracts with public

DETAILED SPECIFICATIONS

agencies on projects of similar scope and cost and including similar disciplines and trades. The selected CM must demonstrate that they can bring multiple qualified and competitive subcontractors (properly registered in Pinellas County) in all related construction trades for successful project delivery. The CM must be capable of supplying workers that meet Florida Department of Law Enforcement criminal history background checks. Firms must be licensed in the State of Florida at the time of submittal. Further, if a corporation, the firm must be registered by the Florida Department of State, Division of Corporations.

5. **INSURANCE REQUIREMENTS.** The Contractor (respondent) shall, at its own cost and expense, acquire and maintain (and cause any subcontractors to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Contractor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- d. If the Contractor is using its own property, or the property of the City or other provider, in connection with the performance of its obligations under this Agreement, then **Contractor's Equipment Insurance or Property Insurance** on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.
- e. **Professional Liability Insurance** coverage appropriate for the type of business engaged in by the Contractor with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

DETAILED SPECIFICATIONS

Other Insurance Provisions:

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), the Contractor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate), SIGNED by the Issuer, and with applicable endorsements, evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Contractor's Commercial General Liability Insurance and Commercial Auto Liability Insurance policies and as a "Loss Payee" on the Contractor's Property Insurance policy. In addition, when requested in writing from the City, Contractor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Purchasing – RFQ #10-17
P.O. Box 4748
Clearwater, FL 33758-4748**

- b. Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Contractor's insurance as outlined above shall be primary and non-contributory coverage for Contractor's negligence.
- d. Contractor reserves the right to appoint legal counsel to provide for the Contractor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Contractor's design, equipment, or service. Contractor agrees that the City shall not be liable to reimburse Contractor for any legal fees or costs as a result of Contractor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.

MILESTONES

1. **ANTICIPATED BEGINNING AND END DATE OF ENGAGEMENT.** April 2017 through April 2020.

- Pre-construction Phase Services: April 2017 through September 2017
- Construction Management Services: October 2017 – April 2020

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

RESPONSE ELEMENTS

1. **RESPONSE SUBMISSION** - Submit one (1) signed original (identified as ORIGINAL) response, four (4) copies of the response, and one (1) copy in an electronic format, on a disc or thumb drive, in a sealed container.

2. **RESPONSE FORMAT. The following information should be included and organized with index tabs. Note: one (1) sheet of 8.5"x11" paper, printed both sides is two (2) pages.**

Table of Contents: Identify contents by tab and page number.

TAB 1: LETTER OF INTEREST. Limit response to two (2) pages.

A brief letter of interest should be submitted that summarizes the key points of qualifications to complete the construction of the CGS Complex.

TAB 2: QUALIFICATIONS AND EXPERIENCE. Limit response to six (6) pages.

Explain related site development and building experience, include examples of similar completed projects, particularly operation and maintenance complexes and environmentally sensitive sites. Provide project name, location, owner contact information, contract delivery method, and description; dates services were performed for the project; color image of projects; initial and final construction cost, including change orders; initial and final contract duration; type of contract and the stage of design or construction that the construction contract amount (GMP) was agreed upon.

TAB 3: PROJECT APPROACH. Limit response to three (3) pages.

Provide project management approach. Expand on items such as reporting systems, scheduling, construction phasing, cost estimating and value engineering (VE). Include examples of similar projects where these processes have been used.

TAB 4: PROJECT STAFF AND AVAILABILITY. Limit response to three (3) pages.

Provide details, including relevant experience, of proposed staff and staff organization.

TAB 5: EXPERTISE. Limit response to two (2) pages.

Provide a summary explaining familiarity with local conditions, availability of materials and labor, City of Clearwater permitting process, local codes and ordinances, potential challenges on this project and solutions.

TAB 6: LICENSE AND BUSINESS INFORMATION.

Include a copy of the firm's current Florida Department of Business and Professional Regulation's License and Contractors License. If the firm is a corporation, provide a copy of the current Florida Corporation Registration.

TAB 7: LITIGATION.

1. Provide a complete listing of any convictions or fines incurred by the respondent firm or any of its principals for violations of any state or federal law within the past three (3) years. Identify firm's executives who have current claims or who have participated in litigation against the City of Clearwater while with another firm. Executives of firms currently under litigation with the City may not be considered for this project.
2. Provide a complete listing of all litigation involving a construction project or contract (excluding personal injury and workers' compensation) whether currently pending or concluded within the past three (3) years in which the respondent firm was a named party.
3. Provide a complete listing of all administrative proceedings involving a construction project or contract, whether currently pending or concluded within the past three (3) years, in which the respondent firm was a named party. (NOTE: Administrative Proceedings shall include: (i) any action taken or proceeding brought by a governmental agency, department, or officer to enforce any law, regulation, code, legal, or contractual

RESPONSE ELEMENTS

requirement, except for those brought in state or federal courts; (ii) any action taken by a governmental agency, department, or officer imposing penalties, fines, or other sanctions for failure to comply with any such legal or contractual requirement, or (iii) any other matter before an administrative body.)

4. Provide a complete listing of all arbitrations involving a construction project or contract, whether currently pending or concluded in the past three (3) years, in which the respondent firm was a named party.

TAB 5: OTHER FORMS. The following forms should be completed and signed:

1. Exceptions / Additional Materials / Addenda form
2. Company Information form
3. Company Certification of Offer form
4. W-9 Form. All responses should include a fully completed, most current W-9 form.
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

EXCEPTIONS / ADDITIONAL MATERIAL / ADDENDA

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City’s Terms and Conditions may render a Response non-responsive.**

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

_____ No additional materials have been included with this response

_____ Additional Materials attached (describe--attach additional pages if needed)

Acknowledgement of addenda issued for this solicitation:

Prior to submitting a response to this solicitation, it is the vendor’s responsibility to confirm if any addenda have been issued.

Addenda Number	Initial to acknowledge receipt

Company Name _____

Date: _____

COMPANY INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

DUNS # _____

Remit to Address (if different than above):

Order from Address (if different from above):

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this response:

Name: _____

Fax: _____

Phone: _____

E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____

Fax: _____

Phone: _____

E-Mail Address: _____

_____ Certified Small Business

Certifying Agency: _____

_____ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

COMPANY CERTIFICATION OF OFFER

By signing and submitting this Response, the Company certifies that:

- a) It is under no legal prohibition to contract with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

SEALED RESPONSE

Submitted by: Company Name:
Address:
City, State, Zip:

**RFQ #10-17, Construction Management at Risk –
Clearwater Gas System Complex**
Due Date: February 28, 2017, at 10:00 A.M.

City of Clearwater
Attn: **Purchasing**
PO Box 4748
Clearwater, FL 33758-4748

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

SEALED RESPONSE

Submitted by: Company Name:
Address:
City, State, Zip:

**RFQ # 10-17, Construction Management at Risk –
Clearwater Gas System Complex**
Due Date: February 28,2017, at 10:00 A.M.

City of Clearwater
Attn: **Purchasing**
100 S Myrtle Ave., 3rd Floor
Clearwater, FL 33756-5520

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----