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**REQUEST FOR QUALIFICATIONS**  
**Construction Manager at Risk – Clearwater Police Department District 3**  
**Substation**  
**RFQ #32-20**

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April 8, 2020

NOTICE IS HEREBY GIVEN that sealed Statements of Qualifications will be received by the City of Clearwater (City) until **10:00 AM, Local Time, May 7, 2020** to provide **Construction Manager at Risk – Clearwater Police Department District 3 Substation**.

**Brief Description:** The City of Clearwater is seeking a Construction Manager at Risk (CMAR) firm to join the project team for the construction of Clearwater Police Department District 3 Substation, Project No. 18-0004-PD.

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

This Request for Qualifications, any attachments and addenda are available for download at <https://www.myclearwater.com/business/rfp>

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 documents, attachments, and submissions will constitute the response.

**General, Process, or Technical Questions concerning this solicitation should be directed, IN WRITING, to the Procurement Manager.**

**This Request for Qualifications is issued by:**

**Lori Vogel, CPPB**  
**Procurement Manager**  
[lori.vogel@myclearwater.com](mailto:lori.vogel@myclearwater.com)

## INSTRUCTIONS – EVALUATION

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- 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 Contact listed on Page One (1). Questions should be submitted in writing via letter, fax or email. Questions received less than ten (10) 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 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: May 7, 2020**  
**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 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 the Procurement Division.
- i.4 **SUBMIT RESPONSES TO:** Use label at the end of this solicitation package  
City of Clearwater  
Attn: Procurement Division  
100 S Myrtle Ave, 3<sup>rd</sup> Fl, Clearwater FL 33756-5520  
or  
PO Box 4748, Clearwater FL 33758-4748  
Responses will be received publicly 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 RESPONSES.** 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's Procurement Division as the official time.
- i.6 **LOBBYING.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City is prohibited. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting. This prohibition shall not apply to communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to clarification of responses, presentations if provided in the solicitation, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.
- i.7 **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

## INSTRUCTIONS – EVALUATION

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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 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.8 **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. 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.9 **DEBARMENT DISCLOSURE.** If the respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a (sub)contractor 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 reissue the solicitation; to reject non-responsive or non-responsible responses; to reject unbalanced responses; to reject responses where the terms and/or awards are conditioned upon another event; to reject individual responses for failure to meet any requirement; to award by part or portion, 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 **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 the purpose of this Article, 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:

## INSTRUCTIONS – EVALUATION

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- 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.13 **GIFTS.** The City will accept no gifts, gratuities or advertising products from respondents or prospective respondents and affiliates.
- i.14 **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 Policies and Procedures. If any discrepancy exists between this Section and the Procurement Rules, the language of the Procurement Rules controls.

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

**ADDRESS PROTESTS TO:**

**City of Clearwater - Procurement Division**

**100 So Myrtle Ave, 3<sup>rd</sup> Fl  
Clearwater FL 33756-5520**

**or**

**PO Box 4748  
Clearwater FL 33758-4748**

## INSTRUCTIONS – EVALUATION

- i.15 **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.16 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three (3) 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 ranking system (unless otherwise specified) as an aid in conducting the evaluation.

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

Evaluation Criteria	Points
<b>Qualifications, Experience, and References (Tab 2)</b>	35
<b>Project Approach (Tab 3)</b>	30
<b>Project Staff and Availability (Tab 4)</b>	30
<b>Construction Manager at Risk Fee and Safety Record (Tab 5)</b>	5

- i.17 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those short-listed proposers would be invited to give presentations and/or interviews. The City will finalize ranking of the firms upon conclusion of presentations/interviews.
- i.18 **PRESENTATIONS/INTERVIEWS.** The respondent must provide a formal presentation/interview on-site at a City location upon request.
- i.19 **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 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.

## INSTRUCTIONS – EVALUATION

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- i.20 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the respondent's responsibility to check the City of Clearwater's Purchasing website at <https://www.myclearwater.com/business/rfp> to view the Procurement Division's Intent to Award postings.**
- i.21 **RFQ TIMELINE.** All dates are tentative and subject to change.  
Release RFQ: April 8, 2020  
Advertise Tampa Bay Times: April 15, 2020  
Responses due: May 7, 2020  
Review responses/presentations: May 7-22, 2020  
Award recommendation: May 26, 2020  
Council authorization: June 18, 2020  
Contract begins: June 2020

## DETAILED SPECIFICATIONS

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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 Police Department District 3 Substation was constructed in 1983. Many of the operational features and functional systems of the 37-year-old building are obsolete by current police standards. Building elements such as roofing and mechanical systems are nearing the end of their service life. The main building was designed prior to the implementation of the Florida Accessibility Code, therefore the toilet rooms and shower rooms, as well as some corridors and door access clearances, are not in compliance with current requirements. Complete rehabilitation and renovation of the existing building to meet all applicable current building, structural, accessibility and life safety codes would be prohibitively expensive due to the age and nature of existing materials and systems. The current site and parking configuration do not provide adequate open space for an addition of appropriate size to meet the current and projected space needs to support the mission of this Substation.

The primary goal in the redevelopment of this facility is to provide the Clearwater Police Department with a hardened command center and personnel shelter for use during a Category 5 hurricane (winds 157 mph or higher). A master redevelopment study for this Substation was completed in December 2018. The total project budget is \$12 million (2019 dollars). Concept Plan Scheme 1 of the Facility Redevelopment Master Plan (Exhibit A) shows the preferred conceptual site layout resulting from the master redevelopment study.

3. **SCOPE OF SERVICES.** The City of Clearwater (City) intends to engage a Construction Manager at Risk (CMAR) firm to provide management of the preconstruction and construction phase services (collectively referred to as the Services) as described herein for the Clearwater Police Department District 3 Substation, City Project # 18-0004-PD. The City anticipates nine (9) months of design and sixteen (16) months of construction with the estimated completion by Spring 2022.

The project shall be constructed in a single phase, with the target to begin construction in November 2020. The Police Department will be able to temporarily relocate a portion of the existing activities off-site. Access to the existing canine & impound lots and gun range shall be maintained at all times during design and construction, as they will remain in operation. Sound mitigation berms shall remain on site.

The chosen CMAR firm will join the project team near the 30% design phase (July 2020) to provide pre-construction phase services to the City under a purchase order for the negotiated pre-construction phase fees. Applicable purchase order requirements are included in the Standard Terms and Conditions (Exhibit D) 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 of the project is agreed upon, the City staff may recommend to City Council to award the CMAR firm the Construction Manager at Risk contract. An example of the Construction Manager at Risk Services Contract (Exhibit B) has been included with this solicitation. If a GMP cannot be agreed upon, the City may negotiate with the next highest ranked CMAR firm.

The following documents are included with this RFQ:

- **Exhibit A – Facility Redevelopment Master Plan.**
- **Exhibit B – Construction Manager at Risk Services Contract.** Standard Construction Manager at Risk Services contract to be entered into upon successful negotiation.

## DETAILED SPECIFICATIONS

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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 – Forms.** Truth in Negotiation and Scrutinized Companies Certification forms required by Florida Statute.
  - **Exhibit D - Standard Terms and Conditions.** Standard Terms and Conditions applicable to the Purchase Order for pre-construction and construction phase services.
4. **INSURANCE REQUIREMENTS.** The Contractor (respondent) shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents 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. Specific work may require additional coverage on a case by case basis:

- 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** coverage 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.

## DETAILED SPECIFICATIONS

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- f. Contractor shall maintain **Pollution Liability Insurance** to respond to bodily injury, property damage, and environmental damaged caused by a pollution incident. The minimum limits of liability shall be \$1,000,000 (one million dollars) per Occurrence/\$2,000,000 (two million dollars) Aggregate for the Project.

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

### **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) for as long as this Agreement remains in effect, 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." 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**  
**Attn: Procurement Division, RFQ #32-20**  
**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

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1. **ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM.** July 2020 to December 2022

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 FORMAT

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1. **RESPONSE SUBMISSION** - Submit one (1) signed original (identified as ORIGINAL) with three (3) copies of the Qualifications Response and ONE (1) electronic format copy on a disc or thumb drive in a sealed envelope/container.
  
2. **RESPONSE FORMAT** - Qualifications shall be submitted in bound volumes on standard 8½" x 11" paper. A single 8½" x 11" sheet printed on both sides is two (2) pages. All information must be assembled and indexed in the order indicated below. The page count shall not exceed twenty-two (22) total pages, including typed text, graphics, charts and photographs. The total page count does not include documents submitted for Tabs 6 and 7, the tabbed separator pages, cover page, and back page.

**TAB 1 – LETTER OF INTEREST (two [2] pages).** The cover letter must include the full legal name of the firm, the following information, and must be signed by an authorized representative of the company, preferably the president. Offeror must attach proof to the letter of signing authority for any representative who signs the cover letter other than the president.

- b. A brief summary of the proposing firm's interest in the providing the requested services
- c. A statement of the Offeror's understanding of the Construction Manager at Risk (CMAR) services with Guaranteed Maximum Price (GMP) to be provided
- d. The address of the office conducting the CMAR services
- e. The address of the office that would administer the agreement
- f. List Corporate officers, partners, or owners of your organization with titles and addresses. If the Offeror is a publicly held company list chairman of the board, chief executive officer (CEO), and president.
- g. The names(s) of the person(s) that will be authorized to make representations for the Offeror, including their titles, addresses, telephone numbers, and e-mail addresses

**TAB 2 – QUALIFICATIONS, EXPERIENCE, AND REFERENCES (eight [8] pages).** Explain related CMAR services for site development and building experience, include examples of similar completed projects, particularly with Police Stations.

Provide a list of construction projects with a construction value of \$10 million or more, both active and completed in the last 10 years. Include the project name, location, owner, Architect/Engineer, description, dates services were performed for the project; color images of projects; initial and final construction cost (explain deviations from GMP), including change orders; initial and final contract duration (explain deviations); type of contract and the stage of design or construction that the construction contract amount (GMP) was agreed upon.

Provide a minimum of three (3) references from similarly complex projects using a CMAR with the GMP process with a value of \$10 million or more within the past 10 years. Reference projects must include:

- a. Offeror's project management team assigned to respective project whom will be designated for this RFQ's project team
- b. Client project manager name, title, email address, and telephone numbers
- a. Reference letters from the project owner(s) must be specific to the referenced project (not included in page count)

**TAB 3 – PROJECT APPROACH (six [6] pages).** Demonstrate the ability to provide the Concept Review and Cost Analysis, Pre-construction and Construction Phase services. 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.

- a. Explain how the Offeror will provide the: (1) leadership; 2) management; and (3) administration required to be successful in the development of this project.
- b. Explain generally how Offeror will provide the Concept Review and Cost Analysis Services.
- c. Provide a summary of cost control methods for the (1) Pre-construction Phase; and (2) Construction Phase of the project.

## RESPONSE FORMAT

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- d. Access to the existing canine, impound lots and gun range shall be maintained at all times during design and construction, as they will remain in operation. Explain how the Offeror will manage construction activities while existing facilities are in use and ensure public safety.
- e. Provide estimated duration of proposed construction phases.
- f. Describe how firm will maintain quality control methods for the (1) Pre-construction Phase; and (2) Construction Phase of the project.
- g. Describe how firm will maintain schedule control methods for the (1) Pre-construction Phase; and (3) Construction Phase of the project.
- h. Explain firm's team approach to resolve potential conflicts with the (1) trade contractors and (2) City.
- i. Provide a brief narrative outlining why your firm is the best qualified to perform the CMAR services with GMP outlined in this RFQ.

**TAB 4 – PROJECT STAFF AND AVAILABILITY (four [4] pages).** Provide a list of key personnel the Offeror will commit to the project for its duration. Identify specific roles for each listed staff (such as project executive, project manager, on-site senior staff, superintendent etc.). Confirm that no key staff changes will take place without written authorization of the City. Identify prior similar projects the key personnel listed have worked on together as a team on behalf of the Offeror. Demonstrate staff's knowledge of local work force, permitting processes, potential challenges on this project and solutions.

Explain how expert sub-contractors in their field will be selected in a cost compatible process. Provide a list of key sub-contractors, their references, and a MOU for their commitment to join your team. Identify prior projects the key sub-contractors have worked on with your team.

**TAB 5 – CONSTRUCTION MANAGER AT RISK FEE AND SAFETY RECORD (two [2] pages).**

Provide Construction Manager at Risk fee percentage (not dollar amount) of the yet-to-be determined Guaranteed Maximum Price.

Provide data on the Offeror's safety record of the past three (3) years as a percentage of employees' direct hire fixed work hours, rounded to the nearest 1,000's. Data should include: number of injuries and illness; number of lost time accidents; number of recordable cases; number of fatalities. Provide number of direct hire fixed hours worked. List your organization's Workers' Compensation Experience Modification Rate (EMR) for the last seven (7) years as obtained from your insurance agent.

**TAB 6 – Litigation. NOTE: this is not considered Confidential or Proprietary information – any response indicating such may be deemed non-responsive to the RFQ.**

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 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.)

## RESPONSE FORMAT

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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 7 - Other Forms.** The following forms should be completed and signed:

1. Exceptions, Additional Materials, Addenda form
2. Company Information form
3. Response Certification form
4. Exhibit C Forms
5. Copy of the firm's current Florida Department of Business and Professional Regulation's License and Contractor License
6. If the firm is a corporation, a copy of the current Florida Corporation Registration
7. W-9 Form. All responses should include a fully completed, most current W-9 form. Failure to include the W-9 will not disqualify your bid. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

**EXCEPTIONS/ADDITIONAL MATERIALS/ADDENDA**

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Respondents shall indicate any and all exceptions taken to the provisions or requirements 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)

**Addenda**

Respondents are responsible for verifying receipt of any addenda issued by checking the City’s website at <https://www.myclearwater.com/business/rfp> prior to the bid opening. Failure to acknowledge any addenda issued may render a Bid Non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda Number	Initial to acknowledge receipt

**Vendor Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**COMPANY INFORMATION**

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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):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Order from Address (if different from above):

Address: \_\_\_\_\_

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: \_\_\_\_\_

**RESPONSE CERTIFICATION**

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**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) 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.
- e) 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.
- f) 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.
- g) 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.
- h) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- i) It is current in all obligations due to the City.
- j) It will accept such terms and conditions in a resulting contract if awarded by the City.
- k) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the 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 #32-20, CMAR – CPD District 3 Substation**

**Due Date: May 7, 2020 at 10:00 A.M.**

City of Clearwater  
Attn: **Procurement Division**  
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 #32-20, CMAR – CPD District 3 Substation**

**Due Date: May 7, 2020, at 10:00 A.M.**

City of Clearwater  
Attn: **Procurement Division**  
100 S Myrtle Ave 3<sup>rd</sup> Fl  
Clearwater FL 33756

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