



REQUEST FOR QUALIFICATIONS

#51-21

Project Manager – Owner’s Representative

June 30, 2021

NOTICE IS HEREBY GIVEN that sealed Statements of Qualifications will be received by the City of Clearwater (City) until **10:00 AM, Local Time, July 21, 2021** to provide **Project Manager – Owner’s Representative Services**.

Brief Description: The City of Clearwater’s Engineering Department seeks qualified firm(s) to provide Project Manager – Owner’s Representative (PM) services for the construction phase of the Imagine Clearwater Project (17-0031-EN). The Imagine Clearwater Project includes the total redevelopment of the City’s 22-acre downtown waterfront park space to include a large bandshell, seating canopy cover, dockmaster’s building, public restrooms, an interactive water feature, walking paths, picnic pavilions, extensive landscaping, and a civic gateway connecting the park to Clearwater’s downtown.

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

Procurement Division
100 S Myrtle Ave
Clearwater FL 33756-5520
PO Box 4748, 33578-4748
727-562-4630 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 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: July 21, 2021
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 **RESPONSE SUBMITTAL:**
It is recommended that responses are submitted electronically through our bids website at <https://www.myclearwater.com/business/rfp>.

Firms may mail or hand-deliver responses to the address below. Use label at the end of this solicitation package. E-mail or fax submissions will not be accepted.

City of Clearwater
Attn: Procurement Division
100 S Myrtle Ave, 3rd Fl, Clearwater FL 33756-5520
or
PO Box 4748, Clearwater FL 33758-4748

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

INSTRUCTIONS

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 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.

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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:

- 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, 3rd 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 (see <i>Response Elements pps. 12-13</i>)	Points
Qualification of Firm and Staff (<i>tab 2</i>)	30
Project Understanding and Approach (<i>tab 3</i>)	35
Similar Project Experience and References (<i>tab 4</i>)	35

- i.17 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest ranked 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.** If requested, the respondent must provide a formal presentation and/or interview. The location for these presentations and/or interviews will be determined by the City and may be held virtually.
- 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

INSTRUCTIONS – EVALUATION

- 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.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: June 30, 2021
Advertise Tampa Bay Times: July 7, 2021
Responses due: July 21, 2021
Review responses/presentations: July 22, 2021-July 30, 2021
Award recommendation: August 2, 2021
Council authorization: August 19, 2021
Contract begins: August 2021

DETAILED SPECIFICATIONS

1. **CITY 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 firms who share that dedication and will help the City meet that goal.
2. **OBJECTIVE.** The City of Clearwater (City) has determined that engaging a Project Manager – Owner’s Representative (PM) professional is the most flexible, cost-effective means to achieve the coordination and synergy necessary for successful project completion.

In order to be effective in meeting the operational and financial needs of the City, in a prioritized, transparent, and resource conscious manner, the City seeks PM services to help manage the Imagine Clearwater Project (17-0031-EN) construction phase. Skanska USA Building, Inc. (Skanska), is the Construction Manager at Risk (CMAR) firm constructing the project and Stantec Consulting Services, Inc. (Stantec), is the Engineer of Record (EOR) providing the design services. Two (2) Guaranteed Maximum Price (GMP) proposals totaling ~\$14 M for Duke Energy to initiate work and general sitework have been approved by City Council and are underway. A third and final GMP to construct the remainder of the project is anticipated to be approved by City Council by late July. Skanska expects final completion by July 2023. Link to Imagine Clearwater Project: <https://www.myclearwater.com/residents/imagine-clearwater-new>

The City expects the members of the PM to apply their professional expertise, experience, judgment and information management systems in a manner that will facilitate the City’s efforts to develop, maintain and enhance the relationships necessary to meet the City’s purpose and objectives.

3. **SCOPE OF SERVICES.** The scope of services presented herein is a general assessment of the tasks and deliverables expected of the PM. The City expects the PM to perform in a manner that supports and facilitates the City’s project management efforts as a collaborative team, and in particular as a team in which each of the members understands its role, and respects and appreciates the roles and contributions of other team members. The City expects the PM to take primary responsibility for coordinating the relationships between the team members responsible for planning, design, construction, controls and administration in a manner that is consistent with best practices in the pertinent industry, and which facilitates prompt, complete and smooth transitions from one function to the next, thereby minimizing gaps and/or delays. Functions of the PM include, but are not limited to:
 - a. Create a project organizational chart, directories, lines of communication, and lines of authority.
 - b. Budget Management (applies to all phases)
 - i. Implement and maintain a Cost Management System (CMS) to record, track and manage current and forecasted Project costs and provide and update cash flow projections through project completion. The CMS will cover the cost of change orders, allowances, and contingencies with respect to the Project budget. The PM shall work with City staff to coordinate the reporting of Project accounts, invoices, payments, and other financial matters.
 - ii. Throughout the project, the PM will prepare and provide project reports outlining the status, progress, issues, forecasts, and next steps related to the Project. The PM will work with City staff to develop the format, audience, content, and frequency of the report.
 - iii. Throughout the project, the PM will maintain awareness of commodities markets relevant to the project and compare pay applications to current commodities pricing and offer recommendations to City staff.
 - iv. Assist with the Owner Direct Purchase (ODP) process and approvals.
 - c. Schedule Management (applies to all phases)

DETAILED SPECIFICATIONS

- i. Develop an overall schedule that considers key factors including construction phasing, move-in, and final occupancy.
 - ii. Review and modify, as necessary, the overall project schedule outlining the responsibilities of the project team.
 - iii. Evaluate the contractor's detailed construction phasing schedule that considers maintaining marina operations, and possible phased-early opened portions of the park, to be agreed upon by all team members.
 - iv. Develop a detailed move-in/"Go-Live" schedule that will include activities such as furniture, fixtures and equipment (FF&E) selection, purchasing, storage, installation, employee training and orientation, inspections, drills, and other activities related to start-up of the facilities.
 - v. Update project budgets, cash flows, and schedules as required. Review all project related invoices and make recommendations to City staff regarding payment.
- d. Construction Administration
 - i. Review and coordinate construction schedule, logistics/phasing, and budget to confirm compliance with the project budget, schedule, and phasing.
 - ii. Bring field conditions to the attention of City staff and provide recommendations for resolution consistent with the project budget and schedule objectives.
 - iii. Review/recommend for approval Construction Manager's monthly applications for payment. Coordinate the review process with City staff's review, EOR's certification for payment, and receipt of partial lien waivers for each contractor.
 - iv. Coordinate with project team, equipment planner, and furniture dealer to confirm timely planning, procurement, and installation of all ODP items.
 - v. Schedule with the EOR and CMAR to make periodic visits and observations of the construction site and perform such other services required to become familiar with the general progress, quality, and conformance of the work. Oversee the issuance of and actions required in connection with the EOR's field reports.
 - vi. Maintain the CMS system to manage the budget, track expenditures, forecast costs, manage allowances, contingencies, alternates, and forecast final costs as compared to the budget.
 - vii. Develop and implement a system for the review and processing of change orders. Verify if a change order is warranted. Evaluate and validate the supporting documents and make a recommendation to City staff.
 - viii. Review the CMAR's applications for payment in detail prior to approval by the EOR and City staff to negate any possibility of overpayment. Monitor general conditions and other reimbursable items so the City pays only for those services called for by the contract.
 - ix. Review, negotiate, and make recommendations to City staff regarding all claims for additional services, work, and/or extension of time in connection with the Project.
 - x. Work with the CMAR, EOR, and City staff in commissioning of the buildings and its component systems and manage permit close-out efforts with City staff and other relevant agencies.
 - xi. Work with the EOR and CMAR to plan, coordinate, schedule, and implement the punch list process and evaluate/update the value of outstanding punch list work.
- e. Pre-Occupancy/Occupancy
 - i. Coordinate move-in schedule and logistics with City staff as well as any equipment and furniture vendors.
 - ii. Assist City staff and project team in preparation for pre-occupancy inspections and commencement of operations.
 - iii. Coordinate with City staff and CMAR to plan and schedule systems for training City staff to assume operation of the buildings. Oversee the submission of all

DETAILED SPECIFICATIONS

warranties, guarantees, operations manuals, as-built and/or record drawings, and other required close-out documentation.

f. Close-Out

- i. Coordinate move-in schedule and logistics with City staff as well as any equipment and furniture vendors.
- ii. Assist City staff in the close-out of all contracts and the reconciliation of actual costs as compared to the budget. Monitor final payments and the associated general releases and final waivers of lien.
- iii. Track and assist in close-out of all permits.
- iv. Assist City staff as required regarding “day two” issues and other related issues during the closeout phase.

4. **EXPERIENCE.** Firm(s) must be able to demonstrate their experience in working with the CMAR delivery method as well as design review and knowledge of building codes for the City.

5. **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. **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

DETAILED SPECIFICATIONS

by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

- e. **Crime and Employee Dishonesty Coverage** must include fidelity insurance for reimbursement to an employer for these types of losses. Third-party fidelity coverage is also required to cover the acts of an employee against an employer's clients. Please provide coverage using ISO form CR 00 01 Employee Dishonesty Coverage Form or its equivalent and shall include ISO endorsement CR 04 01 Clients' Property or its equivalent and ISO endorsement CR 20 14 Loss Payable or its equivalent.

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 #51-21
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 CONTRACT TERM.** August 2021 through August 2023.

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

1. **RESPONSE SUBMISSION.** It is recommended that responses are submitted electronically through our bids website at <https://www.myclearwater.com/business/rfp>.

For responses mailed and/or hand-delivered, firm must submit one (1) signed original (identified as ORIGINAL) response, five (5) copies of the response and one (1) copy in an electronic format, on a disc or thumb drive, in a sealed container using the label provided at the end of this solicitation. If submitting electronically, hard-copy documents are not required.

2. **RESPONSE FORMAT** - Qualifications shall be submitted in bound volumes on standard 8 1/2" x 11" paper. A single sheet printed on both sides is two (2) pages. All information must be assembled and indexed in order indicted below. The page count shall not exceed eighteen (18) total pages, including typed text, graphics, charts and photographs. The total page count does not include documents submitted for Tabs 5 and 6, the tabbed separator pages, cover page, and back page.

TAB 1 – Letter of Interest (two [2] pages). The cover letter should briefly introduce the Firm and also include:

- a. A statement confirming that all information contained in the response is complete and accurate.
- b. Signature from the firm's principal certifying that sufficient resources in personnel, equipment, and time are available and can be committed to this project.
- c. Contact information for the firm's principal including email address and phone number.

TAB 2 –Qualifications of Firm and Staff (30 points; four [4] pages). Describe the firm's professional background; experience with providing PM services; PM philosophy, and qualifications of key personnel proposed to provide such services including:

- a. affirmative statement indicating that the firm and all assigned key professional staff are properly licensed to practice in Florida.
- b. Office location for staff overseeing project.
- c. Describe the firm's current staffing, workload and ability to competently and expeditiously provide owner's representation services for the City.
- d. Describe the roles and responsibilities of the key personnel in your staffing proposal.
- e. Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness, or separation.

TAB 3 – Project Understanding and Approach (35 points; six (6) pages). Describe your understanding of the project and approach to delivering PM services. It is important to demonstrate the ability to advocate for the City while maintaining professional relationships with the architect/engineers and contractors during the project. Most importantly, you must demonstrate the ability to help the City make important decisions during the project by collecting and interpreting technical information from the EOR and CMAR firms. Include the following information:

- a. Describe how you will organize and perform tasks.
- b. Describe how you will identify critical milestones and ensure progress.
- c. Describe how you will address contingencies that may arise during the project.
- d. Describe how you will manage the project budget, schedule, and scope.
- e. Describe how you will ensure quality control.

TAB 4 - Similar Project Experience and References (35 points; six (6) pages).

- a. Describe the firm's current and recent experience representing owners on similar projects as a Project Manager – Owner's Representative. The similar projects described shall be limited to those staffed by the key personnel in your staffing proposal. Descriptions must include: Brief descriptions, owner name, design consultant, prime contractor(s), owner reference including name, title, phone number and email address, name of proposed project team member (from this proposal) who

RESPONSE FORMAT

was assigned to the project and their role, size of project and when it was completed. The time durations of similar projects which best characterize experience with schedule and cost control should be for projects completed within the last ten (10) years.

- b. Describe how successful the firm was in managing the recent similar projects on time and within budget (schedule and cost parameter examples). If there were schedule delays or cost deviations from the original project commencement, explain if these items were the result of owner directed changes, unforeseen conditions, permit delays, or other factors.

TAB 5 – 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.)
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 6 - Other Forms. The following forms should be completed and signed:

- a. Exceptions, Additional Materials, Addenda form
- b. Company Information form
- c. Response Certification form
- d. Copy of the firm's current Florida Department of Business and Professional Regulation's License
- e. Exhibit B_Scrutinized Companies Form(s)
- f. Exhibit C_E-Verify Form
- g. If the firm is a corporation, a copy of the current Florida Corporation Registration
- h. 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

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

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: _____

Provide supporting documentation for your certification, if applicable.

RESPONSE CERTIFICATION

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 #51-21, Project Manager – Owner's Representative

Due Date: July 21, 2021, 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 #51-21, Project Manager – Owner's Representative

Due Date: July 21, 2021, at 10:00 A.M.

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

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