

# REQUEST FOR QUALIFICATION RFQ NO: 25-0355-RFQ-CMAR

Construction Management Services

for

Pinellas County New Government Campus

+/- 317,500 square feet

February 2025

#### **CONTENTS**

PART 0: PROJECT LETTER

PART I: GENERAL TERMS & CONDITIONS

PART II: SCOPE OF SERVICES

PART III: SUBMITTAL INSTRUCTIONS & FORMAT

PART IV: EVALUATION AND AWARD

PART V: ATTACHMENTS

PART VI: EXHIBITS

To: Prospective Proposers:

Re: Construction Management Services

Pinellas County New Government Campus

13600 Icot Boulevard Clearwater, Florida, 33760

On behalf of the Pinellas County, a political subdivision of the State of Florida (County), you are invited to submit a qualifications-based proposal for the pre-construction and construction management at risk services ("Construction Management Services") to provide turnkey construction and management services in collaboration with the owner, design professionals and others engaged in the project on the owner's behalf for the construction of Pinellas County's New Government Campus on a 21-acre site at 13600 Icot Boulevard, Clearwater, Florida 33760.

The following documents provide an overview of the site, services, and information Pinellas County is requesting from the prospective construction management at risk firms ("Proposers"). The Proposers should provide a qualifications-based proposal for the complete project including pre-construction, construction and post construction services as identified within this RFQ.

The Project will be awarded to the Proposer in accordance with the terms of the solicitation. Knowledge and experience with the local construction and subcontractor market, governmental agencies, and project implementation will also be considered. The Pinellas County evaluation committee and project team will also be evaluating the construction management at risk firm and the team's knowledge and expertise on the latest construction practices, government facilities, security, technology, materials and sourcing options for the completion of this facility.

The consolidation and centralization of Pinellas County services at the New Government Campus site is transformational for citizen service delivery and an opportunity for improved government efficiency. We look forward to receiving proposals from all interested and qualified firms.

Sincerely
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**Pinellas County** 

#### **PART I: GENERAL TERMS AND CONDITIONS**

#### A. PURPOSE & INTENT

The purpose of this Request for Qualifications (RFQ) is to solicit Qualifications from Proposers, who are licensed to perform general contracting and construction management services in the State of Florida, in accordance with Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for the turnkey project delivery as outlined for the New Government Campus and Courthouse located in Clearwater, Florida. Pinellas County intends to select the most qualified Proposer, based upon evaluation of submitted Qualifications and presentations with shortlisted Proposers, for the purposes of negotiating and awarding a contract for completion of the Services.

#### **B. SUBMITTAL DEADLINE & LOCATION**

Qualifications submitted in response to this RFQ must be submitted to Pinellas County, attention Pam Ulrich, at <a href="https://secure.procurenow.com/portal/pinellasfl">https://secure.procurenow.com/portal/pinellasfl</a>, on or before four o'clock (4:00PM) EST on Thursday, March 6, 2025. Any RFQ Qualifications, addendum's or changes received after the deadline will not be considered.

#### C. DESIGNATED METHOD OF CONTACT

All questions or requests for information relating to this RFQ must be directed, via electronic correspondence, to Pinellas County Purchasing, attention Pam Ulrich, https://secure.procurenow.com/portal/pinellasfl.

#### D. SUBMITTAL OF QUESTIONS/INQUIRIES

All questions and/or inquiries related to this RFQ will be directed via electronic correspondence, using the designated method of contact provided above, by or before **4:00 PM EST on Thursday, February 27, 2025**. Any questions received after this deadline will not be addressed or clarified, unless it is determined to be in the best interest to do so. Pinellas County reserves the right to extend the Submittal Deadline for Qualifications to clarify or answer questions as necessary to serve the best interest of the project and County.

#### **E. TENTATIVE SCHEDULE OF EVENTS**

Pinellas County (County) proposes the following tentative schedule of events. The dates provided may change at the County's discretion. If any modifications impact the schedule of this RFQ, through and until the Submittal Deadline for Qualifications, the County will distribute an Addendum with instructions and revised dates.

#### PROPOSED RFQ SCHEDULE

Advertisement of RFQ	February 13, 2025
Deadline for Questions	February 27, 2025
Issuance of Final Addendum	March 3, 2025
Deadline for Submittal of Qualifications	March 6, 2025
Evaluation of Qualifications Submittals & Shortlist	March 21, 2025
Presentations with Shortlisted Vendors Completed	April 4, 2025
Selection Completed	April 4, 2025

#### F. ADDENDA

All clarifications, answers to questions, or changes to this RFQ will be provided through a Purchasing RFQ addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and will not bind the County to any requirements, terms or conditions not stated herein. Proposer is solely responsible for including information, clarifications, revisions, or other directions provided in each Addendum in their submittal. Proposer must acknowledge every Addendum issued and attest to its inclusion in their submittal. Failure by Proposer to include any Addendum in their submittal may result in the submittal being deemed nonresponsive to the requirements of this RFQ.

#### G. SOLICITATION POSTPONEMENT/CANCELLATION

Pinellas County, at its sole and absolute discretion, may postpone, cancel, or re-advertise this solicitation process at any time for any reason, as determined to best serve the interests of the project and the County.

#### H. RIGHT TO REJECT/ACCEPT

Pinellas County reserves the right to accept or reject any or all Qualifications, waive minor formalities and irregularities, and to award to the Proposer that serves the best interest of the project and the County.

#### I. SUB-CONTRACTORS

If a Proposer elects to sub-contract with any Proposers, Consultants, or Suppliers, for any portion(s) of the required Services, Proposer must identify all such Sub-Contractor(s) in the submittal, along with the portion(s) of the Services, they are proposed to perform. The County may, at its discretion, require Proposer to submit relevant data necessary to establish to the satisfaction of the County, the qualifications, reliability, and responsibility of the Sub-Contractor(s) proposed, to ensure, they are appropriately qualified and capable to perform the specified Services. The proposer must also include the address of each subcontractor's office location and the nature of services to be performed. Proposers are encouraged to solicit and evaluate the qualifications of local firms (i.e., firms headquartered or having a significant business presence for at least one year within the geographic boundary of Pinellas County, Manatee County, Hillsborough County, and Pasco County and or certified minority business enterprises (as defined by the Florida Small and Minority Business Assistance Act or other applicable certifications or designations for minority-owned businesses) when selecting their proposed subconsultants in connection with this solicitation. Prior to awarding a contract, the County will notify the Proposer, in writing, if the County, after due investigation, has a reasonable and substantial objection to any proposed subcontractor or sub consultant. The Proposer may then submit an alternate sub-contractor or consultant for consideration. The County, at no additional cost to the County, may request to withdraw subcontractor or consultant from consideration of award. If the Proposer fails to propose an alternate Subcontractor within seven (7) calendar days of the original notification, the County may disqualify the Proposer, at no cost to the County. The County also reserves the right to disqualify any Proposer, Contractor, Consultant, Supplier or Individual from consideration to perform Services, at either a prime or sub level, due to previously documented issues with performance, quality or compliance with County policies and procedures. The awarded Proposer is responsible for ensuring that proposed subcontractors only perform the Services for which they were proposed, qualified for, and accepted by the County. Proposer must not change the subcontractor(s) without prior written notice to and approval from the County. The awarded Proposer will be responsible for all Services performed by any subcontractor(s) and such subcontracts will not relieve the awarded Proposer of any obligations or responsibilities stated in the awarded Contract.

#### J. COSTS INCURRED BY PROPOSER

Pinellas County will not be liable for any costs incurred by the Proposer in the preparation, responses or presentation time and materials utilized in the RFQ proposal or for any work performed in connection therein. All materials submitted in response to this RFQ will become Pinellas County's property and will be retained by Pinellas County and CBRE.

#### K. PROHIBITED COMMUNICATIONS

The communication restrictions extend from the time the RFQ is issued through recommendation of award. All contact regarding this RFQ will be directed to Pinellas County Purchasing, unless Purchasing authorizes communication through another designated representative. Communication outside of the process specified above is prohibited. During the communication restriction period, Proposer may deal only with the contacts identified above for issues relating to the RFQ.

#### L. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other Proposer documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in the solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda will become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

#### M. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a. Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b. Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c. Pinellas County reserves the right to reject any or all submittals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within their delegated financial approval authority, or director of purchasing, within their delegated financial approval authority will have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of the agreement.
- d. Pinellas County reserves the right to cancel the entire Request for Qualifications.

- e. Pinellas County reserves the right to remedy or waive minor informalities or irregularities, or immaterial errors in the Request for Proposal or in proposals submitted.
- f. Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

#### N. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparations and submissions to the County and any oral presentations, or any work performed in connection therewith, will be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement unless otherwise specified in the Scope of Work in this solicitation.

#### O. ORAL PRESENTATION

An oral presentation may be requested of any Proposer, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process may be utilized to short list proposals. If required as part of the evaluation process, the oral presentation may be scored as specified in the Scope of Work of the RFQ. The most qualified Proposer, as determined by evaluation process, will proceed with the contracting process.

#### P. CONFLICT OF INTEREST

- a. The Proposer represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Proposer further represents that no person having any such interest will be employed during the agreement term and any extensions. In addition, the Proposer will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the Proposer acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- b. The Proposer will promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Proposer's judgment or quality of services being provided hereunder. Such written notification will identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification by the Proposer.
- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

#### Q. WITHDRAWAL OF PROPOSAL

The submittal may be withdrawn prior to the bid opening date; however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

#### **R. LATE PROPOSAL OR MODIFICATIONS**

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- b. Modifications in writing received prior to the time set for the submittal will be accepted.

#### S. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. Proposers must comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

#### T. SCRUTINIZED COMPANIES AND PUBLIC ENTITIES CRIME ACT

Proposer is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Proposer agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Proposer represents and certifies that Proposer is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Proposer agrees that any contract awarded to Proposer will be subject to termination by the County if Proposer fails to comply or to maintain such compliance.

#### **U. LOBBYING**

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing

contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director.

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

#### V. INTEGRITY OF REQUEST FOR QUALIFICATIONS (RFQ) DOCUMENTS

Proposers will follow the submission requirements and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original solicitation documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a Proposer wishes to propose must be clearly stated in the Proposer's submittal response and presented in the form of an addendum to the original solicitation documents.

#### W. AGREEMENT

In addition to being subject to all terms and conditions in this solicitation, all responses are subject to the terms and conditions in the agreement attached to the solicitation. Additional or modified terms and conditions in the agreement may be necessary depending on the responses to the solicitation, including any exceptions stated by the Proposer. However, the County may reject any exception proposed by the Proposer and will not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

#### X. OWNERSHIP OF DOCUMENTS

a. Schedules, budgets, project documentation, drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this solicitation are and will remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data,

calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Proposer will be delivered by the Proposer to the County at the conclusion of the project or the termination of the Proposer's services.

b. When such documents are provided to other parties, the Proposer will ensure the return of the County's property.

# Y. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Proposer acknowledges that it is functioning as an independent Proposer in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The Proposer acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement will be considered a material breach and will be grounds for immediate termination of the agreement.

#### Z. PROHIBITION AGAINST CONTINGENT FEE

The Proposer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this agreement.

#### **AA. JOINT VENTURES**

All Proposers intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes). Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

#### **BB. PUBLIC RECORDS/TRADE SECRETS**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation will belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer must provide an additional copy of the Proposer's submittal that redacts

all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer signature page, Proposer acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer will be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action must be taken immediately, but no later than ten (10) calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the Proposer with trade secret materials is evaluated, the County and it officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the Proposer, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award:
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total Proposer prices, the work, services, project, goods, and/or products to be provided by Proposer, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the Proposer is not acceptable to the County and will result in a determination that the Proposer submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

#### CC. PUBLIC RECORDS - PROPOSER'S DUTY

If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to an agreement, the Proposer may contact:

Pinellas County Board of County Commissioners Purchasing Division 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756 Public Records Liaison Email: bharvey@pinellas.gov

#### DD. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM (see attachments for required form)

It is the policy of the Board of County Commissioners that SBE certified firms have the maximum opportunity to participate on County projects either as a prime or subconsultant. See the attachments section for the required SBE form to include with submittal. To be certified as a Pinellas County SBE, firms must apply through Pinellas County Economic Development. To qualify for the SBE program, your firm must serve a commercially useful function; must be located in one of four (4) counties (Pinellas / Hillsborough / Pasco / Manatee) and have annual sales of goods and services not exceeding the maximum three (3) year average of three (3) million dollars for goods/services or gross revenues not exceeding eight (8) million dollars for construction and not exceed a maximum of three (3) year average of fifty (50) employees. To apply for the SBE Program, please visit the Pinellas County Economic Development website at pinellascounty.sbecompliance.com

#### EE. E-VERIFY (see attachments for required form)

The Proposer and their subcontractor(s) must register with and use the E-Verify system in accordance with Florida Statute 448.095. A Proposer and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-Verify system.

If a Proposer enters a contract with a subcontractor, the subcontractor must provide the Proposer with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Proposer must maintain a copy of the affidavit for the duration of the contract.

If the County, Proposer, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they will immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Proposer otherwise complied with this provision, the County will notify the Proposer and order that the Proposer immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Proposer acknowledges upon termination of this agreement by the County for violation of this section by Proposer, Proposer may not be awarded a public contract for at least one (1) year. Proposer acknowledges that Proposer is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Proposer or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Proposer will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

#### **PART II: SCOPE OF SERVICES**

#### A. BACKGROUND INFORMATION

Pinellas County identified the need to consolidate and relocate government headquarter functions from their current location in downtown Clearwater to a centralized location in the county, in part to improve access to citizen services. The County has completed programming for the development of the New Government Campus that will include facilities for civil and family Courts, administrative services, development, and citizen services. The County's programming and development goals are focused on long term function, efficiency and fiduciary responsibility with an emphasis on providing best in class citizen services, enhancing employee recruitment and retention, rightsizing and modernizing office space, providing a secure and safe campus for citizens and staff, centralization within the weighted population of Pinellas County, and promoting the use of public and alternate transportation options.

The initial programming study provides for a maximum design square footage of 317,500 square feet comprised of multiple low rise campus style office facilities. Initial concept designs considered a three-building campus scenario with connected or centralized secured lobbies, conference rooms, specialized courthouse and jury requirements, large public meeting areas, a fitness center, café or food truck accommodations, structured and surface parking, dedicated access to public transportation, and open green space for enjoyment with reserved acres for a future build phase. The programming and site plan scenarios can be found in Exhibit "C" of this document.

Pinellas County has completed the purchase of the property intended for the New Government Campus. The site is located at 13600 lcot Boulevard, Clearwater, Florida 33760 and is approximately 21 acres overall. The site was previously utilized as a car dealership and still contains the main sales buildings, auto repair facilities, single curb cut entrance, asphalt paving, site utilities, and landscaping. Site demolition and infrastructure improvements will be required as part of the construction manager's scope of work.

This solicitation is being issued for the purpose of selecting a Proposer capable of providing turnkey pre-construction and construction management services necessary to complete the New Government Campus build.

Pinellas County is requiring that the Proposer include and schedule for multiple in person meetings with the project team during all phases of pre-construction, construction and post construction. The County's expectation is that the firm selected engages and participates in weekly or, at a minimum, bi-weekly meetings in person and as required to finalize design and construction.

#### **B.** OBJECTIVES

The objective is to have complete construction documents, a permit submitted, and a guaranteed maximum price proposal within fifteen (15) months of execution of a contract with the awarded construction management firm with a construction duration not to exceed (17) months from mobilization to Certificate of Occupancy. Proposer is encouraged to work with the designers and engineering consultants to provide alternate design document and construction phasing approaches to improve or parallel track activities for demolition, site, foundations, core and shell and interior fit out if such

alternate methods improve the design, permitting and construction start and duration dates.

#### C. SCOPE OF SERVICES

The awarded Proposer will be responsible for performing turnkey professional construction management at risk (CMAR) services during all design, pre-construction, and construction phases for the complete build of the New Government Campus as described above.

The awarded Proposer will provide detailed coordination services with the owner, architect, engineer and project team and applicable consultants, including those hired by or sourced directly from Pinellas County. The Services listed herein are for general information only and are not an exhaustive list of service requirements. It is understood that all project work will be developed and delivered according to industry standard service delivery parameters and in accordance with Pinellas County contract documents.

Services will include, but may not be limited to:

#### 1. Pre-construction Services

- Throughout the pre-construction period, attend meetings and participate in presentations to County and staff as required to provide updates on project status, budget and GMP process
- Review design documents during their development phases and advise on the selection of materials, building systems, equipment and construction means and methods
- Provide recommendations on the construction details, material availability, procurement timing, installation techniques and other construction related issues
- Based on the design document milestone phases for schematic, design development and construction documents, prepare construction budgets and schedules for review with the project team
- Develop and update as requested projected construction cash flow studies at design development and construction document phases
- Develop value-engineering options for the project team's review as necessary to comply with the project goals
- Review documents for building code issues and requirements for local jurisdictions, provide recommendations
- Advise and provide alternatives for design and project issues that may impact the securing of the building permit
- Identify potential long lead material requirements, establish a program to secure materials and reduce any potential schedule impacts, advise of alternative materials or suppliers as substitutes for long lead materials
- Develop, track and update purchasing logs with milestone dates, incorporate into the project construction schedule
- Pre-qualify subcontractors and materialmen to determine financial credibility, relevant experience, availability, and client satisfaction to develop a recommended bidders list
- Develop bidding strategies by outlining the sequence and timing for subcontractor bidding

- Coordinate pre-permit reviews with all required governing municipalities and the project team to identify potential design review comments
- Submit permit documents to all required governing municipalities and follow-up to secure and expedite the building permit approval
- Coordinate the final document review process and required Pinellas County approvals with the project team prior to issuing construction documents for bidding
- Prepare subcontractor and material provider bid packages, including bid clarifications, general requirements, schedule information, unit price bid forms, alternate bid forms, and others as required
- Issue bid documents to all pre-approved subcontractors and material providers (minimum of 3 qualified bids required per bid package or trade)
- Manage the bidding process, bidder questions, qualifications, receiving bids, tabulating results, leveling, compiling spreadsheets, scope reviews, and provide recommendation on successful bidders
- Develop a Guaranteed Maximum Price (GMP) based on bidding, budget items for trades and services not awarded, and allowances for undefined scope of work
- Evaluate and present to the project team alternate pricing, material or installation options presented in the bidding process
- Update and finalize the construction schedule to incorporate the subcontractor input from the bid process
- Per contract document requirements, prepare and submit the final GMP to the project team, owner and architect approval
- Participate in direct purchase initiatives as outlined by Pinellas County in the purchasing of goods, equipment, supplies and services
- Participate in the coordination and management of the owner supplied furniture, fixtures, equipment and technology
- Submit approval letters for each requested award to include the dollar amount
  to be awarded, a list of the bidding subcontractors or materialmen and their bids,
  the contractors recommended subcontractor, a list of included allowances, a list
  of any required unit costs for that subcontractor, clarification on scope of work,
  inclusions, and specific exclusions

#### 2. Construction Services

- Provide turnkey construction management services for all construction phases and activities in compliance with contract documents
- Establish a clear organizational structure with true lines of authority sufficient to carry out and comply with the requirements of the contract documents, deliverables and project schedule
- Maintain a full-time dedicated project management staff component as required to manage and supervise all project activities
- Manage all safety precautions and programs in connection with the performance of the contract
- Coordinate all construction documents, revisions, permitting and approvals as required to maintain the critical path project schedule
- Manage the sourcing and review of all delegated design approvals
- Provide and manage a web based collaborative construction management software program accessible to all project consultants, designers, engineers and the project team

- Complete all subcontractor, materialmen and supplier's contracts agreements, "Contract Buyouts" within 90 days of GMP or phased scope of work awards
- Manage all shop drawings, submittals, samples, mockups, testing and other required contract deliverables
- Establish and maintain an overall critical path project construction schedule for all phases of work including owner supplied services and goods
- Submit an updated critical path project schedule monthly with each payment application
- Provide project recovery schedules whenever the critical path schedule indicates
   a 3 week or greater delay
- Coordinate and exercise regulatory control over all subcontractors and materialmen from mobilization through post construction
- Ensure materials furnished and the work performed are installed and completed in accordance with the contract documents, building codes, manufacturer and authorities having jurisdiction
- Schedule and coordinate all required inspections and testing procedures
- Assist in the delivery, installation, and final connections for all owner supplied furniture, fixtures, equipment and technology
- Maintain a record-keeping system to monitor and track the progress of the work to include correspondence, contracts, purchase orders, meeting minutes, daily reports, change order logs, submittal logs, RFI logs, progress schedules, jobsite manpower reports, inspections, material delivery shipment tickets, shop drawings, and others
- Chair in person bi-monthly and weekly owner architect contractor (OAC) meeting to review progress, open items, scheduling, and change management, meeting to be held in contractors site office
- Provide at OAC meetings, a two-week look ahead schedules for the project team's review
- Prepare contractor's monthly application for payment with sufficient detail and back up documentation as required for approval from owner's representative, owner, and architect
- Chair a "pencil review" meeting with the owner's representative and architect prior to submitting the contractor's monthly application for payment
- Submit final approved contractor's monthly application for payment as required electronically to Pinellas County
- Establish a contractor's schedule of values payment breakdown and a schedule
  of values breakdown for each subcontractor and materialmen prior to the first
  application for payment, submit to owner's representative for approval
- Include schedules of values for all subcontractors and materialmen included in the contractor's monthly application for payment
- Provide release of lien and or certified payment letters as required or requested with each progress payment
- Establish and submit on a quarterly basis, a detailed project progress report
  outlining the status of the project, summary of work completed during the last
  quarter, schedule compliance, budget compliance, contingency and allowance
  usage and balance, inspection and testing results, stored materials, and dated
  construction progress photos
- Manage all change orders proposed with verification of need, compliance with contract documents, supporting documentation, field conditions, cost and schedule impacts

- Present all fully vetted change requests to owner, architect and owner's representative for consideration
- Provide an owner's site office trailer for the exclusive use of Pinellas County, complete with electrical, HVAC, potable water, restroom, furniture and parking, size and timeframe of site office to be determined during contract negotiations
- Provide the project staff with Wi-Fi access on the construction site and inside the owner's site office trailer
- Provide site access controls and security measures as required to minimize theft and trespassing
- Provide daily cleanup and maintenance of the jobsite premises and surrounding areas to prevent accumulation of waste materials caused by operations under the contract documents and deliverables

#### 3. Post Construction Services

- Schedule and conduct onsite training for all building systems, equipment and required maintenance with Pinellas County's Facility Management department prior to acceptance of Certificate of Occupancy
- Deliver to Facilities Management all attic stock, spare parts and materials required per construction documents
- Manage the completion of the architect's punch list in accordance with the approved and accepted punch-list schedule
- Prepare all contractor required documents for Certificate of Substantial Completion and Final Completion, procure or complete all other applicable governmental certificates for occupancy as required
- Assemble in an organized manner the contractor, subcontractor, and materialmen required contract document close-out records to include warrantees, operation manuals, training videos and manuals, testing reports, asbuilt drawings, and others
- Submit close-out documentation to the owner and architect for approval
- Submit final approved close-out documentation in digital format, transmitted to owner in a mutually acceptable manner
- Close out all contracts and purchase orders, resolve open claims and disputes for the final contract acceptance, provide owner's representative with documentation verifying contract close-outs
- Submit t contractor's final application for payment with supporting documentation only after all final contract deliverables, punch list, contract and owner issues are complete and approved

#### PART III: SUBMITTAL INSTRUCTIONS & FORMAT

Submittals must be uploaded utilizing OpenGov procurement website: https://secure.procurenow.com/portal/pinellasfl

- a. Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

#### A. MINIMUM QUALIFICATIONS

The following are the minimum requirements that Proposer must meet to be considered responsible to perform the specified Services. Proposer must submit sufficient

documentation to clearly demonstrate that Proposer meets or exceeds the following minimum qualification requirements:

- 1. Must be a State of Florida licensed General Contractor, as defined in Chapter 489 Florida Statutes
- 2. Must have an active General Contractor license registration with the State of Florida, Department of State, Division of Corporations
- 3. Must meet minimum insurance requirements
- 4. Must demonstrate prior construction management experience with completed projects of similar size and scope

Failure by any Proposer to meet the minimum requirements stated above shall result in Proposer being deemed nonresponsive and removed from further consideration. Minimum qualification requirements must be maintained throughout the duration of an awarded contract.

#### **B. CONFLICT OF INTEREST**

Proposer must certify that they presently have no interest and will acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein.

#### C. QUALIFICATION SUBMITTAL INSTRUCTIONS

Proposer must submit one (1) electronic PDF copy of the required information. It is highly recommended that Proposers follow the prescribed organization of the submittal:

- 1. RFQ submittals should be **tabbed and or indexed by section** to facilitate evaluation
- 2. RFQ Submittals must be a single PDF file containing responses to all questions including applicable organization charts, project examples, and team bios
- 3. Submitted Qualifications must be limited to 120 pages, excluding tabs

Submitted Qualifications should include the following components, including all attachments specified herein, as listed below:

#### Section 1: Qualifications Cover Page and Cover Letter

Proposer should complete and submit the Qualifications Cover Page, provided herein, and should also provide a 1–2-page cover letter describing the following:

- Full legal company name, including any fictitious name(s), Doing Business As (DBA) and Company type (i.e. Corporation, Partnership, Joint Venture, etc.)
- Physical street address and mailing address (if different), including any other location(s) which may perform portions of the Services
- Primary point of contact information (name, title, phone, email), and any secondary or supplemental point(s) of contact information
- Names and titles of principals, partners, or owners, as applicable
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy
- Brief statement regarding the Proposer's interest in this project

#### **Section 2: Company & Team Qualifications**

Proposer should provide documentation to fully demonstrate the qualification, education, and abilities of key personnel for the Proposer, as well as any proposed subcontractors that will be performing services, if awarded. The required documentation should include, at a minimum:

**Key Personnel** – Identify all key personnel proposed to perform services, if awarded, including the role they are proposed to perform on this project.

**Licenses/Certifications** – Provide all current licenses and certifications applicable to this project, held by Proposer and key personnel who are proposed to participate in the services.

**List of Proposed Subcontractors** — Provide all subcontractors or suppliers proposed to perform any aspect of the services specified herein. Proposer should include all documentation to demonstrate the qualifications and capabilities of each proposed subcontractor or supplier, including but not limited to licenses, certifications, and other credentials. Include the address of all subcontractors and services to be provided.

**Project Organization Chart**—Provide a complete organization chart for the Proposer and all subcontractors demonstrating the relationship of resources as it pertains to this project.

**Qualification Certification** – Complete and submit Attachment "A" provided herein.

**Claims, Liens, Litigation History** – Complete and submit Attachment "B" provided herein.

**Certificates of Insurance** – Submit documentation to demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified in Exhibit "A", or certification from a qualified insurance provider attesting to Proposer's ability to obtain the required coverages upon award.

#### 3: Related Experience

Proposer must provide documentation to demonstrate all relevant firm and proposed team experience providing construction management services for comparable buildings (i.e. government and court buildings) within the past ten (10) years, similar in size, scope and cost as the services specified herein. The documentation must include a listing of all projects in planning, under construction or completed with Proposer as the lead firm, including project title, owner/agency, point of contact (name, title, phone, email), project award and completion dates, project cost (starting vs. final).

The County reserves the right to reach out to any agency to inquire about the Proposer's performance and responsibility of the Proposer, whether the agency is included in the list specified in this section.

#### **Section 4: Approach to Services**

The Proposer must describe its approach to completing the required services within the time frame objective provided herein, including all strategies and methods that will contribute to the successful accomplishment of the objective and project. The information included in this section, must include, but is not limited to the following:

- A brief outline of the project approach with identification of each main step or milestone in the process
- Examples of previous completed projects where a new or innovative approach was taken and the corresponding results or possible benefits for this project
- Examples of reports that would typically be made available (i.e., progress reports, draft plans etc.) as well as frequency of follow up reporting with the County
- Demonstration of the quality control elements and strategies utilized by the Proposer to mitigate impacts of subcontractors or other factors on the project
- Description of current proposed team workload and awarded projects occurring in the next 4 years

#### **Section 5: Proposed Schedule**

Proposer must provide a proposed overall construction schedule, based upon each phase of the project as specified herein demonstrating Proposer can deliver this project. Proposers are encouraged to provide additional information regarding opportunities to improve the 17 month construction delivery schedule.

#### **Section 6: Administrative Information**

Proposer should complete and submit all remaining Attachments, as provided herein, which are not required in a previous section.

#### PART IV: EVALUATION AND AWARD

#### A. DETERMINATION OF RESPONSIVENESS

Each submission will be evaluated for responsiveness to the qualification requirements provided herein. Any qualifications that are materially nonresponsive to the requirements of this RFQ shall be disqualified and removed from consideration prior to evaluation.

Pinellas County reserves the right to waive any minor formality or irregularity in any submitted qualifications. However, any missing information or documentation that is material to the purpose of the RFQ may not be waived as a minor formality.

#### **B. EVALUATION OF QUALIFICATIONS**

All responsive qualifications will be evaluated by the project team and or evaluation committee. Evaluation of the responsive qualifications will be in accordance with the evaluation criteria as provided herein. Evaluators may consider any evidence available regarding financial, technical, other qualifications and abilities of Proposer, including past performance.

#### C. EVALUATION CRITERIA AND RANKING

The evaluation committee will evaluate and rank Proposers from highest to lowest based upon the specific evaluation criteria listed below. Evaluations will be carried out in accordance with 287.055 Florida Statutes and 2-178 County Code.

#### **Evaluation Criteria**:

- 1. Company and staff qualifications
- 2. Related firm and proposed team experience with Government Buildings and Courts
- 3. Quality of subcontractors, materialmen and suppliers
- 4. Approach to construction, project management and staffing
- 5. References
- 6. Proposed schedule
- 7. Business Status, MBE & SBE
- 8. Business location serving project
- 9. Previously awarded work
- 10. Shortlist discussion and interview/presentation

#### D. SHORTLIST DISCUSSIONS & INTERVIEW/PRESENTATIONS

Upon evaluation of submitted qualifications, the evaluation committee will determine a shortlist of Proposers to participate in presentations, and may require interviews or presentations, in accordance with Florida Statute 287.055.

Given the expedited timeframe of this solicitation, the makeup of the presentations is provided herein for Proposers to familiarize themselves with expectations. The presentations with the shortlisted Proposers may consist of and not be limited to the following topics:

- Discuss your firm and teams experience with similar projects comparable to the government offices and Court facility indicated in the RFQ documents and Campus Programming
- 2. How will your firm manage the pre-construction services regarding architects, engineers, and consultants to ensure the most cost effective, functional, and constructable design is delivered?
- 3. Can you complete all the pre-construction and construction phases as indicated in RFQ Part II, section B, in the indicated timeframe?
- 4. How will your firm mitigate impacts or delays to the project schedule during preconstruction and construction phases? Discuss your project plan regarding communications with the owner regarding the progress of design, consideration of options, decision making, and risk mitigation.

#### **E. NEGOTIATIONS & AWARD**

Upon evaluation and final ranking of qualifications and shortlist interview/presentations, a Notice of Intent will be issued, expressing intent to move forward. Pinellas County is under no obligation to award a contract as a result of this RFQ.

It is the intent of the County to enter into negotiations with the top ranked Proposer, provided no documentable justification is provided that would prohibit proceeding with the top ranked Proposer. If the County and the selected Proposer can reach an agreement for the required services, a contract will be initiated for approval. If the County and the selected Proposer are unable to reach an agreement, the County will cease negotiations with the top ranked Proposer and initiate negotiations with the next successively ranked Proposer with the intent of coming to an agreement. This process will continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that

moving to a subsequent Proposer in the rankings does not serve the best interest of the County or the project.

#### F. PROTEST PROCEDURES

Protests will be carried out in accordance with Section 2-162 of County Code.

#### **PART V: ATTACHMENTS**

The required attachments that Proposers must complete, sign, have notarized and include as part of their submitted qualifications are provided herein on the following pages. The instructions provided above in Part III specify in which sections of the submitted qualifications the required attachments must be included.

#### **PART VI: EXHIBITS**

Exhibit "A": Insurance Requirements

**Exhibit "B":** Evaluation Criteria, Written & Oral Presentations

Exhibit "C": Pinellas County New Government Campus Programming

Exhibit "D": Icot Atlas Survey

**Exhibit "E":** Phase 1 & 2 Environmental

Exhibit "F": Traffic Study

#### **PART V: ATTACHMENTS**

### **COVER PAGE**

# **SUBMIT ONE (1) ELECTRONIC PDF COPY TO:**

Pinellas County Purchasing, <a href="https://secure.procurenow.com/portal/pinellasfl">https://secure.procurenow.com/portal/pinellasfl</a>

FULL LEGAL NAME OF PROPOSER:
MAILING ADDRESS:
RFQ POINT OF CONTACT NAME & TITLE:
RFQ POC EMAIL ADDRESS:
RFQ POC PHONE NUMBER:
POC FOR INVITATION #1:
NAME & TITLE:
POC FOR INVITATION: #2
EMAIL ADDRESS:
DATE OF SUBMITTAL:

# ATTACHMENT A QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Firm for RFQ NO: 25-0355-RFQ-CMAR Construction Manager at Risk for New Government Campus

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, will be valid for the purpose of responding to the above solicitation, unless suspended or terminated by the governing authority.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by County, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the County to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

, 2025		
Approv	ved:	
Ву:		
	Full Name and Ti	tle of Affiant
	-	
Notary Public My	Commission	Expires:
	Approv By:  by means of  physi, 2025 by Affia	Approved:By:Full Name and Tit by means of □ physical presence or □ onli, 2025 by Affiant, who is personally

### **ATTACHMENT B**

# CLAIMS, LIENS, LITIGATION HISTORY

(Complete and submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner subconsultant or supplier resulting from a contract dispute? Yes, No If yes please attach additional sheet(s) to include:
Description of every action Captions of the Litigation or Arbitration
Amount at issue:
Name(s) of the attorneys representing all parties:
Amount actually recovered, if any:
Name(s) of the project owner(s)/manager(s) to include address and phone number
2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have beer filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

### **ATTACHMENT B**

# CLAIMS, LIENS, LITIGATION HISTORY

(Complete and submit)

-	-	b, been terminated or had a performance/surety bond called to
complete a job? Yes	No	If yes, please explain in detail:
		nt in favor of your company within 90 days of the date theNo If no, please explain why:
7. List the status of all p	oending cla	aims currently filed against your company:

# ATTACHMENT C AFFIDAVIT OF SOLVENCY

STATE	OF			-			
COUN <sup>-</sup>	ГҮ ОF			-			
PERTA of	INING TO THE lawful		and	being	duly , as	sworn	_, being I,
(presid	lent, duly auth	orized represe	entative, etc.	) hereby cert	ify under penalt	y of perjury th	nat:
1.	I have review	ed and am far	miliar with th	e financial st	tatus of above st	tated entity.	
2.	or any conte (including, bu	mplated or u	ndertaken t o, unliquidat	ransaction to ed liabilities,	in relation to its timely pay its unmatured liab	debts and lia	abilities
3.		-			ur any debts and as they become		beyond
4.	contained he	rein may resu	ılt in denial c	of the applica	re of any fact or ation, revocatior orized by law.		
	ndersigned has entative of the			•	his/her capacity lly,	as a duly aut	horized
DATED	this	da	y of		_, 2025		
 Signatu	re of Affiant						
 Printed	Name & Title of	f Affiant	_				
Full Leg	gal Name of Prop	oser	<del></del>				
this da	y of			, 2025 by Af	nysical presence of ffiant, who is pers as identification.		
•							
				Notary Public			
				My	Commission		<b>Expires:</b>

#### **ATTACHMENT D**

**AFFIDAVIT** 

STATE OF							
COUNTY OF							
At the time the Qualif statement. The sworn sof the firm, association person who is authorize	statement will b n or corporatio	oe an affida n submittir	vit in the folling the propo	owing form,	execute	d by an of	ficer
Defere me the under	cianad authorit	.,			/" A fficat	") who b	oina
Before me, the unders duly sworn,		y, and	says	he	or	she	eirig is
	·			(Title)			of
				ser) the Pr	•	_	
attached proposal for		-			RFQ NO:	25-0355-I	RFQ-
CMAR Construction Ma	nager at Risk fo	or New Gov	ernment Car	npus.			
be submitted from the that such Proposer has that neither he, his firm any agreement, particicompetitive bidding in Furthermore, neither tontract lettings in any	no financial in n, association no pated in any co connection w he firm nor an	terest in thor corporate of the corporat	ne firm of and ion has eithe otherwise ta m's proposal	other Propo or directly or on the ab	ser for th indirecth tion in re ove desc	ne same w y entered straint of ribed pro	vork, into free ject.
DATED this	day of	f		2025			
Signature of Affiant							
Printed Name & Title of A	ffiant						
Full Legal Name of Propos	 ser						
Sworn to (or affirmed) and this day ofhas produced			, 2025 by Affia		ersonally k		
			Notary Public My	Commissi	on	Exp	oires:

# **PROPOSER REFERENCES**

COMPANY:

ADDRESS:

CONTACT:

TELEPHONE/FAX:

CONTACT EMAIL:

COMPANY EMAIL ADDRESS:

The following information is required in order that your proposal may be reviewed and properly evaluated: COMPANY NAME:

COMPRET MAIL	
LENGTH OF TIME COMPANY HAS BEE	EN IN BUSINESS:
BUSINESS ADDRESS:	
HOW LONG IN PRESENT LOCATION:	
TELEPHONE NUMBER:	
FAX NUMBER:	
All references will be contacted by a County E questions, as applicable before an evaluation d Proposers must have experience in work of the satisfy the County. Proposer must furnish a ref performed similar services.	OUSE TO SERVICE THIS CONTRACT: Designee via email, fax or phone call to obtain answers to lecision is made. The same or similar nature and must provide references that will ference list of at least four (4) customers for whom they have the sence(s) (Pinellas County Government references will not be
1.	2.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:
3.	4.

COMPANY: ADDRESS:

CONTACT:

TELEPHONE/FAX:

CONTACT EMAIL:

COMPANY EMAIL ADDRESS:

#### **INFORMATION PACKAGE**

Request for Qualifications for Professional Services as Governed by Florida Statute 287.055:

- 1. "Professional services" is defined as those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 2. An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.
- 3. A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit <a href="mailto:dos.myflorida.com/sunbiz/">dos.myflorida.com/sunbiz/</a> for this information on how to become registered.

#### W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

\*Instructions to form W-9 available upon request

The Proposer must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

#### **ADDENDUM**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the OpenGov

website, <a href="https://secure.procurenow.com/portal/pinellasfl">https://secure.procurenow.com/portal/pinellasfl</a>, listed under the bid attachments.

E-VERIFY AFFIDAVIT		
I hereby certify that contract with, or subcontract with an unauthorized ali	[insert Proposer company name] does not employ	y,
contract with, or subcontract with an unauthorized ali	en, and is otherwise in full compliance with Section	on
448.095, Florida Statutes.		
All employees hired on or after January 1, 2021 have	had their work authorization status verified through	gh
the E-Verify system.		
A true and correct copy of registration in the E-Verify system is attached to this	[insert Proposer company name] proc	of of
	Affidavit.	
Signature:		
Print Name:		
Date: Federal Work Authorization User Identification No.:_		
Federal Work Authorization User Identification No.:		
Name of Pinellas County Contract and Contract No.:		
STATE OF FLORIDA COUNTY OF		
The foregoing instrument was acknowledged before i		ıe
notarization, this	_ (date) by (na	me
of officer or agent, title of officer or agent) of Proposer company acknowledging), a	(name of	
Proposer company acknowledging), a	(state or place of	
incorporation) corporation, on behalf of the corporation		
produced	(type of identification) as identification.	
[Notary Seal]		
Notary Public:		
Notary Public:		
My Commission Expires:		

# SMALL BUSINESS ENTERPRISE (SBE) STATUS FORM

- 1. There is a maximum of 100 points available under this section, which will be awarded as follows:
  - a. If the prime firm is certified as a Pinellas County SBE, 100 points will be awarded.
  - b. If the prime firm utilizes 1 certified Pinellas County SBE as sub-consultant, 50 points will be awarded.
  - c. If the prime firm utilizes more than 1 certified Pinellas County SBE, as sub-consultant, 75 points will be awarded.
  - d. If the prime firm nor any of its sub-consultants are not certified as a Pinellas County SBE, 0% of the points available will be awarded.

<ol><li>Proof of certification for each firm claiming Pinellas Coun submittal.</li></ol>	ty SBE status should	be included in the
	PINELLAS CERTIFIE	S COUNTY ED SBE
PRIME FIRM	Yes	No
1.		
		SCOUNTY
	CERTIFIE	
SUB-CONSULTANT(S):	Yes	No
1.		
2.		
3.		
4.		
5.		
I certify that the information included in this Form is true and obelief. I further understand and agree points awarded to this security provided and that this Form will become a part of my contract. Name and Title of Authorized Representative:	ction will be based on	the information
Signature:		

FOR PINELLAS COUNTY USE ONLY				
MAXIMUM AVAILABLE POINTS	AWARDED POINTS			
100	☐ 100 Points (Prime Firm is Pinellas County SBE)	☐ 75 Points (More than 1 sub consultant is Pinellas County SBE)	☐ 50 Points (Only 1 sub consultant is Pinellas County SBE)	0 Does not meet criteria requirements

# **PART VI: EXHIBITS**

# **EXHIBIT "A" Insurance Requirements**

#### PHASE 1 INSURANCE REQUIREMENTS - DESIGN SERVICES

The Construction Manager at Risk must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Construction Manager at Risk shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Construction Manager at Risk shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of

#### A. VIII or better.

- a) Submittals should include the Construction Manager at Risk's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Construction Manager at Risk does not currently meet insurance requirements, Construction Manager at Risk shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of the Construction Manager at Risk for award, the selected Construction Manager at Risk shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFQ and/or contract period.
- b) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax.. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDI Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> at Risk or their agent prior to the expiration date.
  - 1) The Construction Manager at Risk shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Construction Manager at Risk from its insurer. Notice shall be given by email to Pinellas County Risk Management at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a>. Nothing contained herein shall absolve Construction Manager at Risk of this requirement to provide notice.
  - 2) Should the Construction Manager at Risk, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

- c) If subcontracting is allowed under Phase 1 of RFQ, the Prime Construction Manager at Risk shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Construction Manager at Risk and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;
  - Require each subcontractor to be bound to the Construction Manager at Risk to the same extent the Construction Manager at Risk is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;
  - 2) Provide for the assignment of the subcontracts from the Construction Manager at Risk to the County at the election of Owner upon termination of the Contract;
  - 3) Provide that County will be an additional indemnified party of the subcontract;
  - 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;
  - 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below:
  - 6) Assign all warranties directly to the County;
  - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Construction Manager at Risk shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit A and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- ci) Each insurance policy and/or certificate shall include the following terms and/or conditions:
  - 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Construction Manager at Risk.
  - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - 4) All policies shall be written on a primary, non-contributory basis.

- e) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:
- 1) Workers' Compensation Insurance Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits

Florida Statutory

Per Employee \$ 500,000

Per Employee Disease \$ 500,000
Policy Limit Disease \$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

**2)** Commercial General Liability Insurance including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:
  - a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

- **b.** Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence \$ 1,000,000

General Aggregate \$1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim \$ 15,000,000

General Aggregate \$ 15,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

**Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

#### PHASE 2 INSURANCE REQUIREMENTS - CONSTRUCTION SERVICES

The Construction Manager at Risk must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Construction Manager at Risk shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 2 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Construction Manager at Risk shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Submittals should include the Construction Manager at Risk's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Construction Manager at Risk does not currently meet insurance requirements, Construction Manager at Risk shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of the Construction Manager at Risk for award, the selected Construction Manager at Risk shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.
- b) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFQ and/or contract period.
- c) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax.. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at <a href="InsuranceCerts@pinellascounty.org">InsuranceCerts@pinellascounty.org</a> and to CTrax c/o JD Data at <a href="PinellasSupport@jdidata.com">PinellasSupport@jdidata.com</a> by the Construction Manager at Risk or their agent prior to the expiration date.
  - 1) The Construction Manager at Risk shall also notify the County within 72 hours after receipt, of any notices of expiration, cancellation, non renewal or adverse material change in coverage received by said Construction Manager at Risk from its insurer. Notice shall be given by email to Pinellas County Risk Management at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a>. Nothing contained herein shall absolve Construction Manager at Risk of this requirement to provide notice.
  - 2) Should the Construction Manager at Risk, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- d) If subcontracting is allowed under Phase 2 of RFQ, the Prime Construction Manager at Risk shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Construction Manager at Risk and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- Require each subcontractor to be bound to the Construction Manager at Risk to the same extent the Construction Manager at Risk is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;
- 2) Provide for the assignment of the subcontracts from the Construction Manager at Risk to the County at the election of Owner upon termination of the Contract;
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County.
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Construction Manager at Risk shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit A and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- Each insurance policy and/or certificate shall include the following terms and/or conditions:
  - The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  - Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Construction Manager at Risk.
  - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- f) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:
- 1) Workers' Compensation Insurance Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) Commercial General Liability Insurance including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, underground damage, crane or boom weight exclusions.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

3) <u>Business Automobile or Trucker's/Garage Liability Insurance</u> covering owned, hired, and non- owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident \$1,000,000

**4)** Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above. No explosion, collapse, underground damage, crane or boom weight exclusions.

Limits

Each Occurrence \$20,000,000

General Aggregate \$20,000,000

- 5) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:
  - a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
  - **b.** Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
  - **c.** Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence \$2,000,000

General Aggregate \$2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

6) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim

\$ 10,000,000

General Aggregate

\$ 10,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

Puilders Risk/Installation Floater Insurance County property shall be covered by proof of a Builders Risk policy and/or Installation Floater policy covering the interests of Pinellas County property until final acceptance of building or of installed equipment is granted and coverage period shall include testing. Coverage shall be maintained for the entire time the property and/or equipment is in the Proposer's care, custody, and/or control, including onsite and offsite storage and transit. Limit and valuation shall be replacement cost. If the Proposer delivers materials and/or equipment and loads same using a crane, then no crane, boom, jig, or weight exclusion shall apply. Proposer's property, installation floater, builders risk, if required, and/or equipment policy shall contain a waiver of subrogation in favor of the County. All deductibles will be the responsibility of the Proposer unless County agrees in writing. Builders Risk policies shall be written in the name of the County, the contractor and all subcontractors as their interests may appear. Installation and/or Equipment policies must name the County as a Loss Payee.

Limit Guaranteed Maximum Price

 Property Insurance Vendor will be responsible for all damage to its own property, equipment and/or materials.

# **EXHIBIT "B"**

#### **Evaluation Criteria, Written Proposal Pinellas County New Campus Evaluation Criteria for Written Proposals, RFP #25-0355-CMAR** Scored by: 1 **Approach** Firm #1 Firm #2 Firm #3 Ability of Firm and its Professional Personnel, Willingness and Ability to Meet Schedule and Budget Based on Current and Projected Workload. 1.1 Firm - overall qualifications and experience with construction management at risk projects and 75 Guaranteed Maximum Price contracts 1.2 Project Team - overall qualifications of the project team as proposed 75 Fit - appropriateness of the construction firm's organization and project team proposed as it relates to 75 Pinellas County and the New Government Campus build 1.4 Resources - senior management & professional level resources available to provide services and 20 resolve issues 1.5 | Resources - proposal includes staffing disciplines and expertise required to complete preconstruction services, construction management services, sourcing, pricing, contracting, and 20 coordination with design and engineering consultants 1.6 Management - project management team is uniquely qualified to provide the described services 20 Workload - proposal includes an evaluation of the firms workload commitments, indicates an ability 1.7 to complete services on schedule with adequate staffing, and provides for additional staffing 40 resources in the event of need or unforeseen circumstances 1.8 Project Controls - evaluation of the firm's overall approach to controlling the project, utilization of technology, construction software, and scheduling tools to manage subcontractors, project costs, 20 quality control, document control, change management, overruns and project delays 1.9 Approach - evaluation of the firm's approach, appropriateness of means and methods, staffing, schedule logic, subcontractors, vendors, and consultants proposed to complete the scope of work as 20 outlined in the RFP 1.10 Deliverables - evaluation of firms commitment to meet deliverables dates, schedule and budget 35 goals Approach Total 400 0 0 0 2 Firm Experience Firm #1 Firm #2 Firm #3

	Firm Experience with Projects of Similar Size and Past Performance				
	Experience - firm provided relevant construction management experience with projects of similar size, complexity, type and scope as outlined in the RFP	75			
	Recent Experience - firm provided recent (within the past ten years) experience with projects of similar size, complexity, type and scope as outlined in the RFP	75	7		
2.3	References - firm provided references from previously completed similar sized projects including project details for scope and size, schedule, awards, contract type, and client contacts	40	Λ2		
2.4	Pinellas - experience pertaining to specific Pinellas County projects both past and present	30			
2.5	Scope - firm's proposal acknowledges the scope of work as outlined in the RFP and acknowledged the requirement to assist in owner supplied goods, services, consultants and installations as typically required for a project of similar size and complexity	90			
	Concept - firm acknowledges in the proposal an understanding of the overall project goals, constraints, and timelines for the project including the scope of work which may include but is not limited to: additional studies performed by consultants that may affect the project and key design elements plus project impacts resulting from community input	90			
	Experience Total	400	0	0	0

# EXHIBIT "B" Evaluation Criteria, Written Proposal

3	Awarded Work		0	0	0
	Volume of Work Previously Awarded by Pinellas County during the 2 previous fiscal years (pre- populated by Purchasing Department)				
3.1	\$0 - \$200,000 – 5% of points available	50			
	\$200,000 - \$400,000 - 4% of points available	40			
	\$400,001 - \$600,000 - 3% of points available	30			
	\$600,001-\$800,000 – 2% of points available	20			
	\$800,001 - \$1,000,000 – 1% of points available	10			
	Over \$1,000,000 – 0% of points available	0			
0.0	Awarded Work Total	-	0	0	0
4	Business Status		Firm #1	Firm #2	Firm #3
	Minority business status as designated by the State of Florida (pre-populated by Purchasing Department)				
4 1	V	25			
	Yes = 2.5% of total evaluated points No = 0% of total evaluated points	0			
4.2	Business Status Total	-	0	0	0
	Dustriess Guitas (Gui	20			
5	Small Business Enterprise		Firm #1	Firm #2	Firm #3
	SBE status as designated by Pinellas County (pre-populated by Purchasing Department)				
5.1	Prime is certified SBE = 100 evaluated points	100			
	Prime utilizes 2 or more certified SBE subconsultant = 75 evaluated points	75			
	Prime utilizes 1 certified SBE subconsultant = 50 evaluated points	50			
	Prime utilizes 0 certified SBE entities = 0 evaluated points	0			
	SBE Total	100	0	0	0
6	Location		Firm #1	Firm #2	Firm #3
	Firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties (pre- populated by Purchasing Department)				
C 4	Van a 05 and maked a sinks	0.5			
	Yes = 25 evaluated points	25			-
6.2	No = 0 evaluated points	0			
	Location Points	25	0	0	0
7	Written Proposal Totals	Potential Points	Firm #1	Firm #2	Firm #3
7.1	Totals	1000	0	0	0
/ . 1	Totals		•	1	

## EXHIBIT "B"

## **Evaluation Criteria, Oral Presentation**

	Pinellas County New Campus  Evaluation Criteria for Oral Presentations, RFP #25-0355-CM	IAR			
	Scored by:				
1	Project	Potential Points	Firm #1	Firm #2	Firm #3
	Understanding of Project and Firm Qualifications				
1.1	Firm - demonstrates relevant project experience, expertise in construction management and the services & staffing requirements to complete all phases of pre-construction, construction management services, and post construction services	100			
1.2	<b>Firm</b> - demonstrates a clear understanding of the project goals and key deliverables as detailed in the RFP	50			
1.3	Firm - demonstrates a clear understanding of the project scope, complexity, constraints and unknowns	50			
1.4	Firm - demonstrates a clear understanding and impacts of the completed reports including Campus Programming, Traffic, Survey, and Environmental	50			
1.5	Firm - acknowledges that the scope of work services include the participation in presentations, meetings and working sessions with Pinellas staff, Commissioners, other municipalities, FDOT, PSTA, Forward Pinellas, Creative Pinellas, along with other stakeholders and authorities having jurisdiction	50			
1.6	Management - firm proposed a team of qualified and experienced in house construction management professionals to be assigned to the project full time from award to final completion	75			
1.7	Management - firm identified an overall project representative (Project Executive or similar) to serve as the single point of contact for Pinellas County, the project team and the owner's representative as it relates to all construction management services, project updates, correspondence, meetings, presentations, and contract management oversight	75			
1.8	<b>Management -</b> firm proposed a team of qualified subcontractors, materialmen, and vendors that are locally based, qualified for the scope of work as defined in the RFP, and have teamed with the firm on similar size projects	50			
	Project Total	500	0	0	0
2	Schedule & Budget		Firm #1	Firm #2	Firm #3
	Ability to Provide Required Services Within the Schedule and Budget				
2.1	Schedule - firm demonstrates a clear understanding of the projected schedule as outlined in the RFP	100			
2.2	<b>Schedule</b> - firm demonstrated experience and provided examples of a project scheduling, scheduling tools and software, and the management staff assigned to track and schedule construction progress	50			
2.3	Firm - demonstrates a clear understanding of the not to exceed budget as communicated	100			
2.4	Firm - provided real examples of cost & quality control practices, scope verifications, and value engineering tools utilized to control cost overruns during pre-construction and construction phases	50			
	Schedule & Budget Totals	300	0	0	0
3	Approach		Firm #1	Firm #2	Firm #3
3.1	Managerial Methods used to Plan, Design and Administer the Project  Approach - evaluation of the overall project approach by the firm, the appropriateness of staffing				
0.1	levels and expertise, the means and methods proposed, and the ability to guide the project through pre-construction, construction and post construction	100			
3.2	Fit - appropriateness of the construction management's firm and project team proposed as it relates to Pinellas County and the New Government Campus build	100			
	Approach Total	200	0	0	0
4	Oral Presentation Totals	Potential Points	Firm #1	Firm #2	Firm #3
4.1	Oral Totals	1,000	0	0	0

### EXHIBIT "C"

## **Pinellas County New Campus Programming**

## EXHIBIT "D"

**Icot Site Survey** 

#### **EXHIBIT "E"**

## Phase 1 and 2 Environmental Study

### **EXHIBIT "F"**

## **Traffic Study**