

**Issue Date: January 19, 2017**

***Mandatory Pre-Proposal Meeting:***  
**February 2, 2017 @ 8:30 a.m.**  
**at City Hall located at**  
**200 East University Avenue**  
**Basement Room 16**  
**Gainesville, Florida 32601**

**Bid Due Date: February 15, 2017 @ 3:00 p.m. local time**

## **REQUEST FOR QUALIFICATIONS**

**RFQ NO: CRAX-170022-DH**

### **Construction Management at Risk with a Guaranteed Maximum Price Services for South Main Street Improvements**

**Purchasing Representative:**

Diane Holder, Senior Buyer

Purchasing Division

Phone: (352) 334-5021

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Email: [holderds@cityofgainesville.org](mailto:holderds@cityofgainesville.org)

**City of Gainesville**  
**200 East University Avenue, Room 339 – Gainesville, Florida 32601**

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**GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
Construction Management at Risk with a Guaranteed Maximum Price Services for  
South Main Street Improvements**

**RFQ # CRA-X-170022-DH**

**February 15, 2017 (Due Date)**

**SECTION I – OVERVIEW AND PROCEDURES**

**A. INTRODUCTION/BACKGROUND**

The Gainesville Community Redevelopment Agency (CRA), acting as agent for the City of Gainesville (COG), (hereinafter referred to as City) is requesting Statement of Qualifications (RFQ) from professional construction management at risk firms for the South Main Street Improvement Project for the Community Redevelopment Agency. It is the desire of the City to secure a firm to provide professional construction management at risk services for the South Main Improvement Project. These services will be divided into two phases. The first phase will be for preconstruction services and the second phase will be for construction management. Payment for the preconstruction services will be based on an hourly rate or lump sum. Payment for the construction management services will be based on a lump sum or percentage of the construction phase guaranteed maximum price. The CRA Board approved two Basis of Design cross-section concepts at their October 2016 meeting. The two cross-sections represent the preferred concepts for the northern segment between Depot Avenue and the Rail-Trail crossing and the southern segment between the Rail-Trail crossing and South 16<sup>th</sup> Avenue. The presentation slides and meeting video are available to view at <https://gainesville.legistar.com/DepartmentDetail.aspx?ID=19623&GUID=B72E9530-2671-45F1-B4D8-553814276C90> Construction Documents and cost estimates are currently underway and 30% drawings are expected in March 2017.

The requested preconstruction services will consist of design reviews and analysis, cost estimates, schedules, etc. The prime consultant's firm will collaborate and provide full cooperation and information to the design team on details, installation, construction, budget, and all aspects of the project. The preconstruction services will also consist of creating the scopes of work by trade, careful reviews of the finances, experience, quality, and capacity of interested sub-contractors, and then solicit bids from those with adequate prequalification status.

The requested construction management services will consist of overall management of the construction phase including coordinating all sub-contractors, material suppliers, & utility owners. Regularly scheduled meetings will be held with the CRA Project Manager and design team to review updates to the budget, project schedule, change orders, etc.

The South Main Street Improvement Project is located between Depot Avenue and South 16<sup>th</sup> Avenue. The proposed improvements include reconstruction of right-of-way features such as pavement, lighting, drainage, sidewalks, utilities, furnishings, hardscape, and landscape. Schedule, adjacent property owner coordination, maintenance of traffic, budgeting, and quality control will all be important aspects of this project.

Construction Manager should make every effort to connect its subcontractors with the project site and the community surrounding it to find opportunities to employ local, applicable talent for Owner Projects.

**B. REQUEST FOR TIME TABLE**

The anticipated schedule for the RFQ and contract approval is as follows:

RFQ available for distribution	January 19, 2017
Mandatory Pre-Proposal Conference	February 2, 2017 (8:30 a.m. local time)
Deadline for receipt of questions	February 8, 2017
Deadline for receipt of proposals	February 15, 2017 (3:00 p.m. local time)

Evaluation/Short-list Selection process	Week of February 20, 2017
Oral presentations, if conducted	Week of March 6, 2017
Projected award date	March 20, 2017
Projected contract start date	TBD

## C. SCOPE AND REQUESTED SERVICES

The City is generally seeking professional services in the area of Construction Management (CM) for the South Main Street Improvement project. The segment of South Main Street that is being improved is located between Depot Ave and South 16<sup>th</sup> Ave. The proposed improvements include preserving the existing curb, gutter, and storm drain system to the extent possible, reconstruction of the roadway, new landscape islands with curb & gutter, drainage facilities, sidewalks, lighting, landscaping, utility coordination, and other streetscape amenities. The design team is currently evaluating the feasibility and costs associated with the conversion of existing overhead utilities to an underground system. It is expected that CRA Staff will provide the CRA Board a presentation and recommendation related to this feasibility study at their March 20, 2017 meeting. Adjacent business owner outreach, community engagement, permitting, scheduling, phasing, Maintenance of Traffic and Erosion & Sedimentation Control will be important aspects of this project.

The work will begin at approximately 30% Construction Document stage and may include production of budget studies and estimates, value engineering, analysis of the design documents for constructability, coordination, detailing, materials, and systems, development and maintenance of the construction schedule, production of detailed jobsite management plans, development of strategies for the procurement of trade contracts, and development of a Guaranteed Maximum Price (GMP) proposal based on preliminary and final Construction Documents.

The firm(s) selected should be able to provide expertise in the following areas as initially defined on the Federal Standard Form 330, profile code numbers.

- 02 Administration
- 08 CADD/Field Technician
- 15 Construction Inspector
- 16 Construction Manager
- 18 Cost Engineer/Estimator
- 27 Foundation/Geotechnical Engineer
- 38 Land Surveyor
- 48 Project Manager
- 50 Risk Assessor
- 53 Scheduler
- 55 Soils Engineer
- 56 Specifications Writer
- 58 Technician/Analyst
- 61 Value Engineer

The firm shall demonstrate that it has experience in construction management at risk services for roadway improvement projects. Expertise will need to be demonstrated for design review and analysis, cost estimation, project management, schedule administration, budget management, contractor administration, scope administration, change order services, roadway construction processes, stormwater management facility construction, earthwork, maintenance of traffic, concrete work, erosion and sediment control best management practices, demolition activities, landscaping activities, utility installation, stormwater pipe installation, and similar services related to site and roadway design, local development permitting and processes.

Sub consultants/sub contractors may be used by the firm to provide services for function codes outside of typical construction management services. The sub consultants/sub contractors and their associated function code shall be identified in the Statement of Qualification.

Firms should outline their experience and strategies for including opportunities for small/local/diverse/independent contractors and workforce staff to participate in the project.

## **D. CONSTRUCTION MANAGER QUALIFICATIONS**

At the time of application, the applicant must be licensed to practice as a general contractor in the State of Florida and, if the applicant is a corporation, must be chartered by the Florida Department of State to operate in Florida at the time of application. A copy of current licensing shall be included in the proposal.

The firm should meet the following qualification requirements:

- A minimum of five (5) years of experience as a Construction Manager in providing pre-construction and construction phase services.
- Experience with at least three (3) projects in acting as a CM at Risk with a Guaranteed Maximum Price: soliciting bids, contracting with and managing multiple trade contractors consistent with the type, size and complexity of this project.
- Experience in cost estimating during pre-construction and cost control during construction.
- Experience in Project Tracking and Reporting.

As required by Section 287.133, Florida Statutes, an applicant may not submit a proposal for this project if it is on the convicted vendor list for a public entity crime committed within the past 36 months. The selected construction manager must warrant that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in excess of \$15,000.00 in connection with this project for a period of 36 months from the date of their being placed on the convicted vendor list.

## **E. SUBMISSION INSTRUCTIONS**

Instructions for submission requirements for applicants are included in Attachment A, "Construction Manager Qualifications Supplement (CMQS)". All applicants should follow the General and Supplemental Instructions included in the CMQS.

## **F. MANDATORY PRE PROPOSAL**

A mandatory pre-proposal conference has been scheduled for **8:30 a.m. on February 2, 2017** at City Hall, located at 200 East University Avenue, Basement Room 16, Gainesville, FL 32601. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project. [Failure to attend this mandatory pre-proposal conference will disqualify proposers.]

## **G. CONTACT BETWEEN SUBMITTER AND CITY**

The contact person for this RFQ is Diane Holder, Buyer II, Purchasing Division, City of Gainesville, 200 East University Avenue, Gainesville, FL 32601, Email: [holderds@cityofgainesville.org](mailto:holderds@cityofgainesville.org), Telephone No.: (352) 334-5021, Fax No.: (352) 334-3163. Explanations desired by the submitter(s) regarding the meaning or interpretation of this RFQ must be obtained from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

## **H. ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing no later than seven (7) calendar days prior to the Qualification Due Date for the Statements of Qualifications. The request must contain the submitter's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet, which includes, at a minimum, the submitter's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Qualification Due Date. Submitters should not rely on any representations, statements or explanations other than those made in the RFQ or in any addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a Statement of Qualifications that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of qualifications.

## **I. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Statements of Qualifications received after the qualification due date and time are late and will not be considered. Modifications received after the qualification due date are also late and will not be considered. Letters of withdrawals received after the qualification due date or after contract award, whichever if applicable, are late and will not be considered.

## **J. CITY OFFICE FOR SUBMISSION OF QUALIFICATION**

Instructions for submission requirements for applicants are included in Attachment A, "Construction Manager Qualifications Supplement (CMQS)". All applicants should follow the General and Supplemental Instructions included in the CMQS.

## **K. CITY SELECTION PROCEDURES**

The firm or firms will be selected from qualified firms submitting qualifications as Section I -D described.

Evaluation and selection of the construction management firm will be in accordance with the requirements of the Consultants' Competitive Negotiations Act (CCNA) and the CITY's RFQ Policy as stated herein. A brief description of this process follows:

The City shall evaluate the Statement of Qualifications submitted by firms regarding the proposed scope of work.

Upon review and evaluation the City will select no less than three (3) firms for oral presentations based on numerical point system. The firms shall then further detail their qualifications, approach to the project and ability to furnish the required services during the oral presentation. Firms selected for further presentations must provide one (1) electronic copy of materials presented in PDF format on a CD.

The City shall then select and rank no less than three (3) firms in order of preference who are deemed to be the most highly qualified to perform the project, based upon the oral presentations only. The CRA board will then be requested to approve the ranking and authorize contract negotiation and execution.

The City will negotiate a contract with the top ranked firm for CM services. Should the City be unable to negotiate a satisfactory contract, negotiations will be terminated and negotiations will be initiated with the second most qualified firm. Should the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City shall select additional firms from those whose Statements of Qualifications are on file in order of their competence.

## **L. INSURANCE REQUIREMENTS**

Consultant shall provide proof of insurance in a form acceptable to the City, which gives the City 30 days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:

Worker's Compensation Insurance to the extent required by Florida Statute 440.

Professional Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

**The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.**

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

Consultant's firm shall demonstrate that it complies with all applicable State and Federal professional licensing laws.

#### **M. CONDITIONS ESTABLISHED BY THE CITY OF GAINESVILLE**

A. Late submittals: Any responses submitted after the due date specified in the RFQ will not be considered and will be returned unopened.

B. Rejection of submittal: The City of Gainesville reserves the right to reject any and all submittals received in response to the RFQ and to waive any minor technicalities or irregularities as determined to be in the best interest of the City. The City of Gainesville reserves the right to award the contract in the best interest of the City.

All materials submitted in response to the RFQ become the property of the City of Gainesville and will be returned only at the option of the City.

#### **N. SUBMITTER'S COST TO DEVELOP SUBMITTAL**

Costs for developing submittals in response to this RFQ are entirely the obligation of the submitter and shall not be chargeable in any manner to the City of Gainesville.

#### **O. RULES; REGULATIONS; LICENSING REQUIREMENT**

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **P. OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by the CM pursuant to contracts arising from this Request for Statement of Qualifications, except those separately identified in the Scope of Services or in other written agreements between the parties, are jointly owned by the CM and the CITY. The CITY has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the CM for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the CM. No material produced in whole or in part pursuant to contracts arising from this Request for Statement of Qualifications may be copyrighted or patented in the United States or in any other country without the prior written approval of the CITY.

#### **Q. NOTICE OF INTENT NOT TO SUBMIT A STATEMENT OF QUALIFICATIONS**

In the event that your organization decides not to submit a Statement of Qualifications, the City of Gainesville would appreciate your advising the Purchasing Manager of your decision and reason for not submitting a Statement of Qualifications by completing the enclosed standard City survey form.

**R. DISCRIMINATION PROHIBITION**

No person shall, on the grounds of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ, the award of any contract or subcontract.

**S. STATEMENT OF QUALIFICATIONS FORMAT**

See Company Information and Certification Form attached

**T. TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION**

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in section T) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section T, will be distributed to the Evaluation Committee members, City staff and City Consultants to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.



## **SECTION II – EVALUATION CRITERIA AND PROCEDURES**

### **A. EVALUATION CRITERIA**

Applicants will be evaluated on the basis of their past performance, experience, personnel, references, bonding capacity, workload, and responses to questions posed both in the shortlist and interview phases.

The following criteria will be utilized by the City staff to evaluate and select a minimum of three (3) firms who will be interviewed/invited to make presentations prior to final ranking of firms. Staff will evaluate the interviews/presentations and submit its recommendation to the City Commission.

Scores will be based on the following non-prioritized criteria as illustrated in the (3) past project examples listed in the CMQS submittal. Additional criteria may be outlined for short-listed applicants.

- Satisfactory completion of roadway projects including milling & resurfacing, reconstruction, sidewalk, signalization, brickwork, lighting, landscaping and utility installation/relocation.
- Satisfactory completion of stormwater pond and/or other large earthwork construction, experience with NPDES compliance, successful dewatering plan, OSHA compliance.
- Construction Manager's approach to, and experience with creating and executing complex Maintenance of Traffic Plans and ensuring access is maintained for businesses, residents, first responders, and transit routes.
- Construction Manager's approach to, and experience with coordinating and executing complex utility work schedules. Also include examples of in-field resolution of utility conflicts.
- Construction Manager's approach to, and experience with controlling cost, schedule and scope when the unforeseen arises during construction and/or in a tight timeframe.
- Construction Manager's approach to, and experience with, trade subcontractor procurement and management, cost control & estimating, quality control, schedule management for "fast track" projects, phasing, safety, independent total building commissioning, and sustainable design & construction.
- Construction Manager's understanding of the delivery intent, goals, and objectives as outlined in the Project description.
- Satisfactory delivery of projects with limited or no laydown area and/or remote contractor parking.
- Construction Manager's understanding of sustainable construction and the USGBC's LEED or equal rating system and its implications in the construction process. Specifically experience with "green streets" and low-impact design standards and methods.
- Construction Manager's experience and approach to include subcontractors within the project and the community surrounding it to find opportunities to employ local talent and personnel.
- Commitment to comply with the City of Gainesville's Local Small Business Procurement Program, as described in Section 42-400 of the City of Gainesville's Purchasing Procedures, in the selection of Subconsultants and Subcontractors.

Scores from the shortlist phase are not additive with scores from the interview phase, but the Committee reserves the right to consider information provided in the CMQS submittal during the interview/oral presentation phase.

## **SECTION III – GENERAL PROVISIONS**

### **A. RIGHTS OF APPEAL**

Participants in the RFQ solicitation may protest RFQ specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

### **B. INDEMNIFICATION**

The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence or intentional wrongful conduct of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

### **C. DRUGFREE WORKPLACE**

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

### **D. PUBLIC ENTITY CRIMES**

For your information Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

### **E. SOVEREIGN IMMUNITY**

Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

### **F. APPLICABLE LAW**

The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

### **G. LOCAL SMALL BUSINESS PARTICIPATION**

Policy. It is the policy of the City of Gainesville that local small businesses as defined in the City of Gainesville's Local Small Business Procurement Program Policies and Procedures (the policy) shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City.

Notification is hereby given that local small businesses are strongly encouraged to submit a qualification for this RFQ.

Enforcement of Program. Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the City's Local Small Business Procurement Program or in the performance of its SBE obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the decision of the City.

Violators of the City's Local Small Business Procurement Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City's of Gainesville's Debarment and Suspension Policy.

## **H. RECORDS/AUDIT**

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

## **I. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES**

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

## **J. FLORIDA PUBLIC RECORDS ACT**

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS – ANDREW MEEKER, 352-393-8205, [meekerag@cityofgainesville.org](mailto:meekerag@cityofgainesville.org), P.O. Box 490 Mail Station 48, Gainesville, FL 32627.**

## **K. MULTI-YEAR CONTRACT**

The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

**L. RIGHT TO TERMINATE**

If the Contractor fails to observe or perform in accordance with the Contract Documents (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Agreement without prejudice to any other rights or remedies the City may have under this Agreement.

This Agreement may be terminated by the City, with or without cause, upon thirty (30) days written notice to the Contractor. In the event this Agreement is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

**M. INDEPENDENT CONTRACTOR**

Contractor shall be considered an independent contractor and as such not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the Contract Documents.

## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

## COMPANY INFORMATION and CERTIFICATION (CMQS 0)

PROJECT NUMBER:

PROJECT NAME:

Construction Management at Risk with a Guaranteed  
Maximum Price Services for South Main Street  
Improvements

FIRM NAME:

ADDRESS OF PROPOSED OFFICE IN CHARGE:

Telephone & Fax Numbers:

E-Mail Address & Website Address

Florida Corporate Charter Number:

Federal ID Number:

For how many years has your firm been providing  
construction management services? General contracting? \_\_\_\_\_;  
Total billings, past three calendar years (submitting office)? \_\_\_\_\_  
Total billings, past three calendar years (company-wide)? \_\_\_\_\_

Notarized signature below certifies the following:

- I. Regarding information furnished by the applicant herewith, and as may be provided subsequently (including information presented at interview, if a finalist):
  - a) All information of a factual nature is certified to be true and accurate (subject to perjury laws, Chapter 837, Florida Statutes).
  - b) All statements of intent or proposed future action (including the assignment of personnel and the provision of services) are commitments that will be honored by the applicant if awarded the contract.
  - c) The provision of false information could be cause for my firm's disqualification from applying for other City of Gainesville work for a period of up to three years.
- II. Applicant acknowledges that:
  - a) If any information provided by the applicant is found to be, in the opinion of the Selection Committee or the City, substantially unreliable, this application may be rejected.
  - b) The Selection Committee may reject all applicants and may stop the selection process at any time.
  - c) The selection of finalists for interview will be made on the basis of information provided herein. Finalists will be ranked based on additional criteria, the interview, and the results of reference checks.
  - d) It is understood that this submittal must be received at City of Gainesville, 200 East University Avenue, Room 339, City Hall, Gainesville, FL 32601 attention Diane Holder no later than 3:00 PM, February 15, 2017. Facsimile (FAX) submittals are not acceptable and will not be considered.
  - e) Failure to file a protest within the time prescribed in City of Gainesville Purchasing Procedures shall constitute a waiver of proceedings.
  - f) Failure to sign this form will result in disqualification.
- III. The undersigned certifies that he/she is a principal or officer of the firm applying for consideration and is authorized to make the above acknowledgments and certifications for and on behalf of the applicant.
- IV. The undersigned certifies that the Applicant has not been convicted of a public entity crime within the past 36 months, as set forth in Section 287.133, Florida Statutes.

SWORN TO AND SUBSCRIBED TO ME,  
A NOTARY PUBLIC, THIS \_\_\_\_\_ DAY  
OF (month), (year).

FOR AND ON BEHALF OF THE APPLICANT:

BY: (full name), (title)

(SEAL)

# CONSTRUCTION MANAGER QUALIFICATIONS SUPPLEMENT (CMQS) GENERAL INSTRUCTIONS

## ATTACHMENT A

### Construction Management at Risk with a Guaranteed Maximum Price Services for South Main Street Improvements

- A) Submit **seven (6)** bound and typed proposals by the time and date stated. Include a Letter of Interest and (10) tabbed & divided sections as follows, attaching additional pages for each section of included CMOS submittal instructions in Section 1B as necessary:
- ☐ Company Information and Certification (CMQS 0) (Form attached)
  - ☐ Personnel Resumes (CMQS 1) – including resumes and organization chart if necessary
  - ☐ Experience & References (CMQS 2) (Form attached)
  - ☐ Procurement, Management, and Coordination of Trade Subcontractors (CMQS 3)
  - ☐ Cost Estimating & Control (CMQS 4)
  - ☐ Quality Control & Constructability (CMQS 5)
  - ☐ Scheduling (CMQS 6)
  - ☐ Safety, Commissioning, and LEED (CMQS 7) – including EMR for past three years and LEED credentials
  - ☐ Joint Venture Information (CMQS 8) – if applicable
  - ☐ Attachments / Supplements – including license(s), proof of corporate status, and proof of bonding capacity
- B) Number each page consecutively, including the letter of interest, CMQS forms, questions & answers, and all attachments, licenses, résumés, supplemental information, etc. The entire proposal shall be limited to **thirty (30)** single-sided 8½ x 11 pages (or 15 pages front and back). Covers, table of contents, and divider tabs will not count as pages, provided no additional information is included on those pages.
- C) The Letter of Interest should concisely outline both your understanding of the CM at Risk Services for South Main Street Improvements concept and the characteristics of your firm and proposed team that make them uniquely qualified for it. Address the letter to the attention of the Contact Person
- D) Use the CMQS 0 form to provide general company information and to formally certify the proposal.
- E) For CMQS 2, use the enclosed form and follow the Submittal Instructions. For CMQS 3 – CMQS 7, precede each answer with a re-statement of the given question. If the question on joint ventures (CMQS 8) does not apply, simply state “NOT APPLICABLE” on the bound section divider.
- F) Enclose resumes, LEED accreditation (preferred) or equivalent (explain), and other pertinent credentials for all proposed staff.
- G) Corporations must be registered to operate in the State of Florida by the Department of State (Division of Corporations) **at the time of application**. Provide proof of such status (if applicable) for the applicant.
- H) Enclose a copy of the applicant’s general contracting license from the Florida Department of Business and Professional Regulation. **Invalid or expired licenses will be grounds for disqualification.**
- I) Provide a letter of intent from a surety company indicating the applicant's bondability for this project. The Surety Company must be licensed to do business in the State of Florida, must have a Best Rating of "A," and a required financial size of "Class **VII**."
- J) Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture, and a copy of that formal agreement shall be provided with this proposal. See CMQS 11.
- K) Applicants should take care in assembling the proposals, as professionalism and attention to detail are among the intangible qualities the Selection Committee will consider.

## Construction Manager Qualifications Supplement (CMQS) SUBMITTAL INSTRUCTIONS

### 1. APPLICANT'S PERSONNEL:

Name all personnel who will be part of the construction management team who will participate in this contract for its anticipated duration. Identify each person's title, contract-specific responsibilities, and city of residence. Also identify other non-essential positions planned for this contract that are not, as yet, filled or named. Enclose résumés for all key staff and discipline heads tailored to demonstrate their experience as it relates to this contract. If any consultants are included as part of the proposed team, provide resumes for the specific personnel proposed for this contract and describe each consultant's proposed role in the contract and its related experience. Provide an organization chart or diagram if necessary to clearly explain lines of authority, duties & responsibilities, continuity through design, construction, and post-occupancy, etc.

*The team proposed in the CMQS must be available to provide the services for the contract, throughout the duration of the contract. If the Applicant discovers prior to the interview that any part of the listed team (either individual key staff or consultants) will not be available, it shall notify the selection committee immediately. The selection committee will determine whether the change in the team would have affected the Applicant's shortlist score. If the change would lower the score, the Applicant may be removed from the shortlist. Once awarded the contract, the Applicant will not be permitted to alter its team without the Owner's approval.*

### 2. EXPERIENCE / REFERENCES (use attached form):

Submit up to three most related projects for which the Applicant provided (or is providing) CM, GC, D/B, or other construction management services. In determining which projects are “most relevant” to the CM at Risk Services for South Main Street Improvements, consider the unique aspects of this contract, as conveyed in the selection criteria outlined in the RFQ. Also consider the Owner and location, relative size and cost, complexity, staffing (how many members of the proposed team worked on the listed projects?), currency (how recently were the listed projects completed?), and performance metrics (schedule, budget, quality).

Use the attached form CMQS2 (one two-page form for each of the three projects) and provide all requested information as follows:

- Note the title and location of the project; indicate the services provided; and complete the other general project information (status, size, value, delivery method, etc.).
- Provide the names of all key staff – whether construction, design, or both – and check YES or NO to indicate whether each person is also on the proposed team for this contract.
- Provide brief narratives on the facility and its relevance to the CM at Risk Services for South Main Street Improvements.
- Provide contact information for the Owner, designer or builder (whichever applies), and the (3) largest subcontractors by value of trade package.
- Verify that the contact information is still valid (names and numbers). Add, where applicable, contact information for the **current** Owner's representative, if different from the Owner's representative at the time the applicant's services were provided.

List the projects in priority order, with the most relevant project listed first and the least relevant project listed last. INCLUDE NO MORE THAN 3 TOTAL PROJECTS.

### 3. PROCUREMENT, MANAGEMENT, AND COORDINATION OF TRADE SUBCONTRACTORS:

What means will be used to identify, notify, pre-qualify, and procure sub-contractors for the disciplines involved in this project? How will the trade contracts be proactively, rather than reactively, managed? What specific steps will be taken to ensure communication and to minimize conflicts between trades in the field as well as conflicts between the CM and sub-contractors? Other than tracking and processing, what is the CM's role in technical correspondence between sub-contractors and the owners A/E (submittals and shop drawings, Requests For Information, etc.)? Elaborate on your understanding of the City Local Small Business Procurement Program.



**CONSTRUCTION MANAGER QUALIFICATIONS SUPPLEMENT  
(CMQS)**

**4. COST ESTIMATING and CONTROL:**

- (a) Describe the team's approach to, and methods for, cost estimating during the pre-GMP phase and cost control during the construction phase, specifically when the unforeseen arises.
- (b) How are cost estimates developed and how dependent are they upon estimates by potential sub-contractors?

**5. QUALITY CONTROL and CONSTRUCTABILITY:**

- (a) Does your staff review design submittals with an eye for errors, discrepancies, conflicts, and other potential change order issues? If so, who specifically does that?
- (b) What means are used to cross-check design submittals against the City design & construction parameters and standards, previous review comments, Value Engineering input, and other direction or feedback?
- (c) Describe the methods used by the team to maintain quality control during the construction phase.
- (d) Briefly describe the firms' existing quality assurance policies & procedures and explain how they're tailored to each project.

**6. SCHEDULING:**

- (a) Describe how the team will develop and maintain the construction schedule throughout the construction process. Who develops the schedule that accompanies the GMP proposal? Who is responsible for updating and adhering to the schedule during construction?
- (b) What role, if any, do potential sub-contractors play in developing the schedule? What role, if any, do actual sub-contractors play in refining and maintaining the schedule?
- (c) Given your understanding of the Owner's goals, requirements, and constraints, elaborate on ideas you have for "fast-tracking" the project without sacrificing quality or introducing unreasonable risk.

**7. SAFETY, COMMISSIONING, and LEED:**

- (a) Outline your firm's approach to jobsite safety management, training & education, enforcement and OSHA compliance. Provide proof of your firm's Experience Modification Rate for the past three years.
- (b) Describe the experience of the proposed staff with building commissioning.
- (c) LEED or equivalent accreditation is preferred; enclose copies of proposed staff's LEED similar accreditation(s) and describe the experience of the proposed project management staff with sustainable construction and LEED certification efforts.

**8. JOINT-VENTURE APPLICANTS ONLY**

Duplicate the Certification form signature block and have a principal or officer sign on behalf of each party to the joint venture. Enclose a copy of the joint venture agreement, which specifically states the percentage of fee to be earned by each party and each party's role in the project. Provide answers to the following questions:

- (a) Describe the division of responsibilities between the participating firms, the offices (location) that will be the primary participants, and the percent interest of each firm.
- (b) Why does the Applicant feel that a joint venture will best serve the needs of this project?
- (c) How many projects has the joint venture performed together?
- (d) Which of the key personnel have worked together before?

**Construction Manager Qualifications Supplement (CMQS)**  
**QUESTION 2 – EXPERIENCE & REFERENCES**

**NOTE: Complete one 2-page form for each of the (up to 3) “most related” projects – see instructions.**

**Project Information**

Project # and Title: \_\_\_\_\_ Project Location: \_\_\_\_\_

Services provided (*check applicable boxes*)

☐ CM At-Risk   ☐ GC (Low Bid)   ☐ Design-Builder   ☐ CM Agency   ☐ Subcontractor   ☐ Other

Pre-Construction services provided?      ☐ YES    ☐ NO

Current Status: \_\_\_\_\_ Size of project (gross square feet): \_\_\_\_\_

Program / Pre-Design Budget: \_\_\_\_\_ Design Development Budget: \_\_\_\_\_

GMP Proposal (Original): \_\_\_\_\_ Final Contract Value: \_\_\_\_\_

Construction Start (NTP) Date: \_\_\_\_\_ Original Substantial Completion Date (at NTP): \_\_\_\_\_

Actual Substantial Completion Date: \_\_\_\_\_ LEED Certified? \_\_\_\_\_

**Staffing Information (*for this project*)**

Principal: \_\_\_\_\_ On proposed **(project title)** team?    ☐ YES   ☐ NO

Project Manager: \_\_\_\_\_ On proposed **(project title)** team?    ☐ YES   ☐ NO

Project Engineer: \_\_\_\_\_ On proposed **(project title)** team?    ☐ YES   ☐ NO

Superintendent: \_\_\_\_\_ On proposed **(project title)** team?    ☐ YES   ☐ NO

Other: \_\_\_\_\_ On proposed **(project title)** team?    ☐ YES   ☐ NO

Other: \_\_\_\_\_ On proposed **(project title)** team?    ☐ YES   ☐ NO

Narrative description of facility, including space type(s), major building components, and construction type(s):

Explanation of relevance/similarity to the **Construction Management at Risk with a Guaranteed Maximum Price Services for South Main Street Improvements** (see instructions):

### CMQS Question 3 (Experience & References) continued

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#### Owner Contact Information

Owner/Client: \_\_\_\_\_ Contact Person or PM: \_\_\_\_\_

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

Phone and Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

#### Designer Contact Information

Architect/Eng.: \_\_\_\_\_ Contact Person or PM: \_\_\_\_\_

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

Phone and Fax: \_\_\_\_\_ E-mail address: \_\_\_\_\_

#### Subcontractor #1 Information *(highest dollar value trade contract on this project)*

Sub-Contractor: \_\_\_\_\_ Contact Person or PM: \_\_\_\_\_

CSI Division/Trade: \_\_\_\_\_ Value of Sub-Contract: \_\_\_\_\_

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

Phone and Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

#### Subcontractor #2 Information *(second highest dollar value trade contract on this project)*

Sub-Contractor: \_\_\_\_\_ Contact Person or PM: \_\_\_\_\_

CSI Division/Trade: \_\_\_\_\_ Value of Sub-Contract: \_\_\_\_\_

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

Phone and Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

#### Subcontractor #3 Information *(third highest dollar value trade contract on this project)*

Sub-Contractor: \_\_\_\_\_ Contact Person or PM: \_\_\_\_\_

CSI Division/Trade: \_\_\_\_\_ Value of Sub-Contract: \_\_\_\_\_

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

Phone and Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**CITY OF GAINESVILLE  
GENERAL GOVERNMENT  
PURCHASING DIVISION SURVEY  
BID INFORMATION**

BID #: CRAX-170022-DH

DUE DATE: February 15, 2017  
@ 3:00 p.m., local time

SEALED BID ON: Construction Manager at Risk with Guaranteed Maximum Price  
for South Main Street Improvements

IF YOU DO NOT BID

Please check the appropriate or explain:

- \_\_\_\_\_ 1. Not enough bid response time.
- \_\_\_\_\_ 2. Specifications not clear.
- \_\_\_\_\_ 3. Do not submit bids to Municipalities.
- \_\_\_\_\_ 4. Current work load does not permit time to bid.
- \_\_\_\_\_ 5. Delay in payment from Governmental agencies.
- \_\_\_\_\_ 6. Do not handle this item.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company: \_\_\_\_\_

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

Are you a minority business?      yes \_\_\_\_\_      no \_\_\_\_\_