



**CITY OF LEESBURG
FLORIDA**

REQUEST FOR QUALIFICATIONS (RFQ)

SOLICITATION TITLE: **CONSTRUCTION MANAGER AT RISK
COMMUNITY BUILDING**

Solicitation Number: 180203 Contracting Buyer: Mike Thornton

Pre-Proposal Meeting

Response Due Date: March 13, 2018 & Site Visit: None

Due Time: 2:00 P.M. Issue Date: February 12, 2018

Purpose / Description

**REQUEST FOR QUALIFICATIONS
City of Leesburg, Florida**

The City is soliciting responses to this Request for Qualifications for Construction Manager at Risk (CMAR) services on the City's Community Building at Venetian Garden's project. The project generally includes extensive site work, demolition of existing facilities and construction of a new Community Building. The selected CMAR will provide both pre-construction services and serve as Construction Manager as General Contractor.

Responses are to be submitted in the format detailed within this document. Responses shall be submitted to the Purchasing Manager at 204 N. 5th Street, Leesburg, Florida 34748. Responses are due no later than the Response Date and Time specified above. Responses received no later than the specific date and time will be considered. Responses received after this date and time shall be deemed non-responsive and will not be considered.

Solicitation Distribution

The City of Leesburg utilizes Vendor Registry (www.vendorregistry.com) as the ONLY official on-line bid management system to distribute solicitations, addenda and answers to questions. Solicitation information obtained from other sources may not be current or accurate and should not be relied on for submitting a response to a solicitation.

There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.leesburgflorida.gov/purchasing/bids.aspx for further information.

Vendors are strongly encouraged to register (at no cost) with Vendor Registry to download solicitation documents. Should time not permit you to complete the registration process please contact the Purchasing Division at (352)728-9880 or by email at purch@leesburgflorida.gov to obtain a solicitation document(s).

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ST-1. PURPOSE

The purpose for this solicitation is to contract with an experienced and qualified firm to provide Construction Manager at Risk (CMAR) services to the City for the Community Building at Venetian Gardens Project.

ST-2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question & answer feature provided by Vendor Registry. Such contact shall be for clarification purposes only. Material changes, if any, to the solicitation will be valid only if transmitted by written addendum. Submission of a Response will be considered evidence that the Respondent has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

ST-3. PRE-PROPOSAL CONFERENCE/SITE VISIT - Not Applicable

ST-4. RESPONDENT ELIGIBILITY

To be eligible to respond to this RFQ, the Respondent must demonstrate the firm, or the principals assigned to the project, have successfully provided services acting as a Construction Manager at Risk (CMAR) on similar sized projects, preferably to a government entity(s). Respondents must demonstrate in their proposal submission to the City the ability of their organization to provide, at a minimum, all services required.

Respondents are cautioned to check their response carefully. Ensure all forms are fully completed and submitted in accordance with the instructions. Failure to do so may result in your submission not being considered for award.

ST-5. METHOD OF AWARD - SINGLE AWARD

It is the intent of the City to enter into a services agreement done in accordance with State of Florida Statute 255.103 and 287.055. The City will enter into contract negotiations with the top ranked firm. Should the City not be able to reach an agreement with the top ranked firm they may move on to the second ranked firm and begin contract negotiations.

The City of Leesburg reserves the right to reject any or all Responses or any part of any Response, to waive any informality in any Response, or to re-advertise for all or any part of the work contemplated.

ST-6. METHOD OF SOLICITATION RESPONSE

The Procurement Division shall receive responses to this Request for Qualifications by the methods listed here no later than the due date and time established within the solicitation. Responses will not be accepted by any other means.

a. ELECTRONIC SUBMISSIONS

Upload completed submissions as a single electronic file using the City's online bid management system powered by Vendor Registry. **Vendors must have an established account in advance of uploading bid submissions.**

b. PHYSICALLY DELIVERED SUBMISSIONS

Deliver submissions on electronic media (flash drive or compact disc) to:

City of Leesburg
Procurement Division
204 N. 5th Street
Leesburg, Florida 34748

Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your submission is securely sealed in an opaque envelope/package.

HARDCOPY (PAPER) SUBMISSIONS WILL NOT BE ACCEPTED.

SUBMISSIONS BY EMAIL SHALL NOT BE ACCEPTED AS THEY ARE NOT SECURE.

ST-7. NOTICE OF RESPONSES RECEIVED

All RFQ responses received by the appointed due date and time will be recorded and a List of Respondents will be made available. There will not be a public opening of the responses.

ST-8. LEGAL REQUIREMENTS

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility.

ST-9. CONTRACT NEGOTIATIONS AND ACCEPTANCE

Respondent must be prepared for the City to accept the Qualification Statement as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject the response or revoke the award, and may begin negotiations with another respondent. Final contract terms must be approved or signed City of Leesburg Commission. No binding contract will exist between the Respondent and the City until the City executes a written Agreement.

ST-10. LIABILITY

The Respondent shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance which may result from this RFQ.

ST-11. INSURANCE REQUIREMENTS

Contractor shall, at its own cost and expense, acquire and maintain (and cause any independent contractors, sub-contractors, representatives or agents to acquire and maintain) during the term with the CITY, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the CITY reserves the right, but is not obligated, to review Contractor's deductible or self-insured retention, which may include requesting and reviewing Contractor's most recent annual report or audited financial statement, and to require that deductible or self-insured retention be reduced or eliminated.

Specifically, Contractor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum four (4) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance coverage**, including but not limited to, personal injury, death, property damage, premises operations, products/completed operations, products liability, contractual liability, and advertising injury, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance coverage** for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. **Statutory Workers' Compensation Insurance coverage** in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.
- d. **Property Insurance**, if Contractor is using its own property or the property of the CITY in connection with the performance of its obligations under this Agreement, then Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.

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

e. Other Insurance Provisions.

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

City of Leesburg
Attn: Purchasing Department, RFQ 160213
204 N. 5th Street, Leesburg, FL 34749

- ii. Contractor's insurance as outlined above shall be primary and non-contributory coverage for Contractor's negligence.
- iii. Contractor reserves the right to appoint legal counsel to provide for their defense, for any and all claims that may arise related to Agreement, work performed under this

Agreement, or to Contractor's design, equipment, or service. Contractor agrees that the CITY shall not be liable to reimburse Contractor for any legal fees or costs as a result of Contractor providing its defense as contemplated herein.

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

ST-12. INDEMNIFICATION

The Contractor shall indemnify the City and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. The liability of the Contractor, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the Contractor to indemnify the City shall be limited to intentional misconduct or negligent acts, omissions, or defaults of the Contractor; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the City, its officers, agents and employees, provided however that the Contractor shall not be obligated to indemnify the City against losses arising from the negligence, or willful, wanton, or intentional misconduct of the City, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the Contractor, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

ST-13. PRIOR CITY WORK

If your firm has prior experience working with the City DO NOT assume this prior work is known to the evaluation committee. All firms are evaluated on the information contained in their proposal, information obtained from references, interviews, other sources, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

Prior work done for the City may be used as a reference submitted by the Respondent if it is submitted within their response and similar to the work being requested in this RFQ.

ST-14. PROPRIETARY AND CONFIDENTIAL INFORMATION

All RFQ submittals delivered and accepted by the City becomes a public record, except as listed below. All material submitted becomes the property of the City and shall not be returned to the submitting entity. The City has the right to use any or all ideas presented in any reply to this RFQ. Selection or rejection of a RFQ package does not affect this right.

The City is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a respondent submits trade secret information, the information must be segregated and each

pertinent page must be clearly labeled “trade secret”. The City will maintain the confidentiality of such trade secrets to the extent provided by law. If a respondent label’s all or most pages “trade secret”, the Respondent may not be considered for award.

Also pursuant to Section 119.071 (c), F.S., financial statements, if provided, will be exempt from examination by anyone other than legally authorized City employees or agents. The City will maintain the confidentiality of such financial data to the extent provided by law.

By submission of a response to this RFQ the responder agrees to hold harmless the City should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request.

ST-15. PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records’ laws, and shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services identified herein.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

ST-16. FAIR LABOR STANDARDS ACT

No contractor or subcontractor holding a service contract with the City for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the City.

[END OF SECTION]

SECTION 2 - SCOPE OF SERVICES

SW-1. PROJECT DESCRIPTION

The City of Leesburg is soliciting Statements of Qualifications in response to this Request for Qualifications (RFQ) from qualified firms to provide Construction Management at Risk (CMAR) services for the City's Community Building at Venetian Gardens project. The estimated cost of construction is \$5.8 million.

The CMAR will serve as the owners' representative and work with the City's Architect that is already under contract. The City will require the CMAR to provide pre-construction services such as production of budget estimates, value engineering, analysis of the design documents for constructability, coordination, detailing, materials, and systems, development of a guaranteed Maximum Price (GMP) proposal based on 100% Construction Documents.

The cost of the work will include all costs related to completing the work, including a proposed percentage fee for overhead and profit, which will be negotiated within the not-to-exceed percentage for the project. The CMAR will be required to seek competitive bids for all subcontracted work and materials, which will be included as part of the GMP. The City Procurement Division will work closely with the CMAR to establish a procedure to be used for soliciting and selecting subcontractors and material suppliers.

Proposers shall be capable of obtaining and providing performance and payment bonds for up to \$7 million. A letter documenting bonding capacity from their Surety will be required to be submitted in the response to this RFQ. Not submitting a letter confirming the bonding capacity may result in your proposal being deemed non-responsive and disqualified.

SW-2. SCOPE OF SERVICES

a. Preconstruction Work Scope

- i. Meetings. The CMAR will attend Project Team meetings with the City and the Project Architect at regularly scheduled intervals throughout the Preconstruction Phase. Frequent Project Team meetings are anticipated prior to the City's acceptance of the Guaranteed Maximum Price.
- ii. Timeline. The CMAR will prepare a design, estimating and permitting timeline outlining the tasks required during the Preconstruction phase.
- iii. Estimates/Estimating - Design Development: The CMAR will prepare an updated Estimate based on drawings and specifications within (20) calendar days of receipt of drawings and specifications.
 1. Estimate No. 3 – 50% Construction Documents: The CMAR will prepare an updated Estimate based on drawings and specifications within (20) calendar days of receipt of drawings and specifications. Any significant deviations from the previous estimate relative to quantities, costs and schedule will be identified along with a suggested action plan to realign the project with the budget. The

Estimate will be a detailed and comprehensive exercise further narrowing the scope of assumptions and qualifications.

- iv. **Guaranteed Maximum Price (GMP) Estimate – 100% Construction Documents:** At 100% completion of the Construction Documents, the CMAR shall submit the Guaranteed Maximum Price Estimate within (30) calendar days of receipt of drawings and specifications. The Estimate will be a summary of general conditions, general requirements, insurances, bonds, fees, costs of the work and actual subcontractor proposals tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications.
 - v. **Value Analysis and Constructability.** Concurrent with each Estimate, the CMAR will submit a detailed list of value engineering options, complete with estimated costs and schedule impacts. The CMAR shall also provide the City with continual input addressing constructability, availability of materials and qualified trades for specialized systems, comparative cost/benefit analyses for various building systems, construction means and methods and budget/schedule impact as specific phases of the overall design are developed in order to ensure the development and completion of Contract Documents within the budget and schedule limitations.
 - vi. **Subcontractor Bid Package & Procurement.** The CMAR will develop comprehensive bid packages for each construction trade during the GMP subcontractor bidding. The City Purchasing Division shall approve the process used by the CMAR for noticing, accepting and awarding sub-contracts for each of the trades. CMAR shall select at least 3 qualified subcontractor bidders; shall diligently work to include local area businesses; identify long-lead delivery materials and equipment; work with the City to identify qualified vendors and complete subcontractor and vendor negotiations after GMP approval and the construction services agreement is finalized.
- b. **Construction Work Scope**
- i. Following negotiation of a GMP and execution of a Construction Services Agreement with a Guaranteed Maximum Price (GMP) the Construction Manager shall become the General Contractor.
 - 1. Note: The City may desire to construct this project in two phases with site work to begin shortly following design of site. This may allow for compression of the project schedule and overall construction time. If this method is done the CMAR will provide a site work price for contracting. That contract shall be amended once the GMP is established following 100% design.
 - ii. The CMAR will become the CM/GC and manage all facets of construction as agreed to in the Construction Services Agreement.

[END OF SECTION]

SECTION 3 – EVALUATION & SUBMITTAL FORMAT

ES-1. EVALUATION CRITERIA AND WEIGHTING

EVALUATION CRITERIA	WEIGHTING
Letter of Transmittal	0 weight
Section A – Profile of Proposer	30 weight
Section B – Key Personnel	25 weight
Section C – Project Experience	20 weight
Section D – Project Planning	15 weight
Section E –Financial and Licensing	10 weight
Overall Impression of Firm and Locale	10 weight
Total Weight Score Possible	100 weight
BASE POINTS AVAILABLE (Ranking 0-10 multiplied by weight)	1,000 Base Points

ES-2. PRESENTATIONS/INTERVIEWS

After reviewing submissions, the City may request presentations or interviews with the short listed or top ranked Respondent(s) to further clarify the City’s requirements and the Respondent’s response. Therefore, the Respondent shall have officials of the appropriate management level present and representing the firm, if a presentation is scheduled by the City. All costs associated with the presentation shall be borne by the Respondent.

Presentations may include, but not be limited to, a presentation from the Respondent and questions from the City. City will make an effort to provide questions to be addressed in these sessions to the respective Respondent(s) prior to the session. Respondents shall address all questions provided in their presentation and made available in handouts and on digital format. Costs incurred by Respondent(s) will not be reimbursed by City. City will make an effort to provide at least five (5) days advance notice to Respondent prior to presentation date.

The TEP will evaluate and score all presentations/interviews based on criteria determined by the TEP prior to the presentation date.

If presentations/interviews are requested such meetings shall be conducted in strict accordance with State of Florida Statute 286 – Public Business: Miscellaneous Provisions.

ES-3. SHORT-LISTING

The City at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those short-listed proposers would be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

PROPOSAL DOCUMENT FORMAT

Letter of Transmittal. This letter must **not exceed one (1) page** and will summarize in a *brief and concise* manner the following:

- Proposer's understanding of the scope of work and make a positive commitment to timely perform the work.
- The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.
- Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- The Letter of Transmittal must be signed by an authorized agent of the firm and indicate the agent's title or authority.

Each section as detailed here shall be clearly marked or labeled in the Respondents proposal. Separator sheets are preferred but tabs may also be used.

SECTION A PROFILE OF RESPONDENT

This section not to exceed 4 pages. Give a corporate profile of the firm including:

- a. Brief history of firm including year first organized and year first began CMAR services,
- b. Organizational structure, (e.g. LLC, Corp., Partnership, etc.)
- c. State of incorporation,
- d. Number of years in business under present name,
- e. Corporate officers,
- f. Major shareholders/partners,
- g. Number of years providing CMAR Services

Note: To be considered, a Proposer must have a minimum of five (5) years of experience as a Construction Manager or General Contractor in providing pre-construction and construction phase services.

- h. Quantity and total construction cost of CMAR Services projects provided in the last three (3) years.
- i. Briefly describe your firms experience providing CMAR services to **government entities, preferably municipal or county government.** Explain the challenges as well as the opportunities for government to realize benefits from using the CMAR project delivery method.

SECTION B EXPERIENCE OF KEY PERSONNEL

- a. List of key personnel who will be assigned to the project indicating their project roles. Such personnel should include but are not limited to, the Project Manager, Field Superintendent(s), key inspectors, and other key personnel who may be required. A Project Executive (by whatever name called) must also be named in Key Personnel but need not be

exclusively assigned to this project. State anticipated percentage of their time proposed to be committed to the project during the pre-construction and the construction phases.

- b. Include a statement committing to the assignment of these proposed persons to the project if firm is selected.
- c. Attached project organization chart indicating the placement of each of the persons listed in response to item “a” above.
- d. For each person listed above, state what aspects of pre-construction (design review, constructability issues, cost model estimates, schedule, value analysis, and procurement) or construction (coordination of subcontractors, trades people, vendors, suppliers, safety, quality control/inspections, shop drawing review, change order review, claims resolution, schedule control, commissioning, purchasing, and payment approval) the individual will manage.
- e. Provide a detailed but concise resume to include educational background and all relevant design/construction experience on each of the key personnel shown in “a” above. Where possible, include experience in the firm’s projects, as well as in others, showing position and responsibilities.
- f. Note where these key personnel are to be located during the project (e.g., local office in what geographic location, main headquarters in what geographic location, etc.).
- g. Provide the name and qualifications of the firm/personnel providing interdisciplinary coordination/constructability review of the drawings and specifications, if not previously provided. Provide detailed description of the process to be used.

SECTION C
PROJECT EXPERIENCE

- a. List a minimum of three (3) representative CMAR projects of **SIMILAR SIZE AND COMPLEXITY** completed by the proposer within the past seven (7) years or are substantially complete (available for use for its intended purpose). Briefly describe each project to include, as a minimum, the scope, location, owner, and role of firm.
- b. For each of the projects referenced, describe extent to which pre-construction and construction phase services were provided.

- c. If the proposer manages projects from multiple offices, indicate from which office each of the three similar projects were managed. Indicate which office will manage this and other City projects.
- d. For each of the projects listed where CMAR services were provided, list
 - i. The Guaranteed Maximum Price (GMP) if given, or if not given, the estimated cost provided by firm, and
 - ii. The total cost of the project at completion - Generally describe change orders or increases in costs and explain their necessity (owner-initiated, design errors or omissions, unforeseen conditions, construction issues, etc.).
- e. For the projects listed above where CMAR services were provided, list per project:
 - i. Number of days allocated to complete work in original schedule;
 - ii. Number of days added by change order;
 - iii. Number of days late (not added by change order); and
 - iv. Total number of days taken for actual completion
 - v. Attach explanation for any project completion duration greater than 30 days beyond the contracted schedule (including approved time for change orders).
 - vi. Amount of work that was self-performed by your company. List trades related work only. Do not include administrative or project management work.
- f. For each of the projects listed provide contact information for the owner; including their name, address, telephone, and an e-mail address. The City reserves the right to contract owners or representatives on the projects provided as well as any other projects worked on by the firm the City may become aware.

SECTION D
PROJECT PLANNING

- a. **General:** Provide a brief, overall description of how the CM at Risk will be organized and managed, and how the services will be performed in both the pre-construction and construction phases. Include organizational charts of pre-construction and construction services. Project planning that offers the same project manager for pre-construction and construction shall be given preferred.
- b. **Specific:** Provide a descriptive summary, developed in response to this RFQ, as to your firm's approach to the following items including, but not limited to, all information noted here:

- i. **Value Analysis:** Describe the process by which your firm performs value analysis so as to achieve an appropriate balance between costs, aesthetics, sustainable design, and function. Provide a sample value analysis report from one (1) of the projects listed under Section F. In addition, provide a summary as to this value analysis effort inclusive of total number of items studied, total dollar value, total number of accepted items and total corresponding value of the accepted items.
- ii. **Constructability Issues:** Identify four (4) constructability issues from one (1) of the projects listed under Section F and provide a brief description of your firm's approach to reviewing each.
- iii. **Cost Model/Estimates:** Provide the cost model/estimate format used on one of the completed projects provided under Section F and describe how this cost model was developed and the timing of its updates during design, and summarize how the final construction cost related to this cost model. Provide the cost model to be used on this project (Community Building).
- iv. **Project Tracking/Reporting:** Describe your firm's approach and procedures for project tracking and reporting, including scheduling, accounting, etc. Describe the software used. Provide examples of a progress report including schedule tracking, cost control and reporting, and show how the cost model estimates track to the accounting and invoicing.
- v. **Request for Information (RI), and Shop Drawings:** Describe your firm's approach to handling these documents to insure accuracy and timeliness. Provide examples of applicable logs (preferably on a project noted in Section F).
- vi. **Quality Control:** Describe how your firm implements quality control throughout construction. Provide samples/examples of your quality control program inclusive of applicable documentation.
- vii. **Staffing Plan:** Provide a staffing plan for the value analysis and constructability sections of the pre-construction services.
- viii. **Subcontractors – Material Suppliers:** Describe your firm's approach for the acquisition of sub-contractors and material suppliers. Describe how you would work to provide opportunities to local businesses and MWBE business into this project and future City projects.

SECTION E
FINANCIAL AND LICENSING

Bonding/Financial Capacity

- a. Provide a letter from a surety company licensed to issue bonds in the State of Florida or that has an agent licensed to do business in the state of Florida indicating the Proposers bonding capacity and bonding rate.
- b. Attach current Dun & Bradstreet financial report inclusive of Dun & Bradstreet rating or other evidence of financial stability.
- c. Annual dollar workload listed for each of the last three (3) years inclusive of projects per year:

2017	# projects _____	\$ _____	total _____	\$ CM at Risk (by \$)
2016	# projects _____	\$ _____	total _____	\$ CM at Risk (by \$)
2015	# projects _____	\$ _____	total _____	\$ CM at Risk (by \$)

- d. List projects for which firm is currently committed (under contract) including:
 - i. Name & location of each project
 - ii. Time frame to complete each project,
 - iii. Construction cost of each project.
- e. If Proposer is a joint venture or an association, provide the requested information for each additional joint venture or associate member separately within this section C

Licensing

Respondents must be properly licensed in the State of Florida as a general contractor or building contractor. The Respondents license must be in good standing and have no prior complaints, regardless of disposition, as reflected on the department of business and professional Regulation.

Respondents found to not be properly licensed or have complaints against their license will be disqualified and not be considered for award.

[END OF DOCUMENT FORMAT]

ES-4. EVALUATION PROCESS

The City of Leesburg reserves the right to implement a two-step evaluation process. Use of a two-step process will depend on the number of proposals received.

The City's Evaluation Committee shall score proposals independently. The scores shall be multiplied by the weight assigned to each criteria to provide total points for each evaluation and proposer.

From this scoring the Committee shall meet in a consensus meeting to discuss the scoring and determine a final ranking of firms based on their proposals.

The Evaluation Committee may or may not elect to hold Interviews with the top ranked firms to arrive at a final ranking. An interview process is not guaranteed so firms shall submit their best proposal assuming it may be the only basis for evaluation and final ranking of Respondents.

[END OF SECTION]

SECTION 4 - GENERAL TERMS AND CONDITIONS

GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation prior to the time for receipt of bids or proposals.
- 1.2. **Commodity:** A marketable item produced to fulfill a need or want, and references both goods and services.
- 1.3. **Contract:** An agreement, enforceable by law, between two or more competent parties, to provide goods and/or perform services as set forth in this solicitation.
 - 1.3.1. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.4. **Consideration:** The cause, motive, price or compelling influence that leads a party to enter a contract. A binding contract requires an offer, acceptance of the offer, and consideration.
- 1.5. **Contractor:** The party/legal entity to whom an award has been made.
- 1.6. **City:** Shall refer to City of Leesburg, Florida.
- 1.7. **Firm:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.
- 1.8. **In Writing –** Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, *Public Purchase*, currently used by the City.
- 1.9. **Bid, Offer, Submittal, Proposal or Response:** Shall refer to any bid offer, proposal, or response submitted in regard to this Invitation to Bid that if accepted would bind the Offeror to perform the resultant contract.
- 1.10. **Request for Proposals (RFP)/Request for Qualifications (RFQ):** A solicitation document used in other-than-sealed-bid procurements. RFP's and RFQ's are used in negotiated procurements to communicate City requirements to prospective contractors and to solicit proposals/qualification statements from them. Used where Qualifications are considered equal to; or greater than price.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award (see Item 28 below).
- 1.12. **Respondent:** Shall refer to anyone submitting a response to this Solicitation, regardless of type.
- 1.13. **Responsive:** Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB or RFP. Their bid, offer, proposal or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document, sent to prospective contractors, detailing the solicitation requirements and requesting bids, proposals or submittals from interested parties.
- 1.15. **Vendor:** A general reference to a person or entity that provides commodities (goods or services) requested in the solicitation. May also include contractor, firm, respondent, etc.
The City has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this solicitation's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.

GT-2. INSTRUCTIONS TO RESPONDENTS

- 2.1. **Respondent Qualification –** Eligibility requirements for award.
 - 2.1.1. It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may register with the City's official on-line e-Bid/RFx system powered by Vendor Registry. Registering will allow vendors to be notified of bid opportunities and changes to active solicitations.
- 2.2. **Contents of Solicitation and Respondents' Responsibilities –** It is the responsibility of the respondent to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of or confusion about these matters by the Respondent will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
- 2.3. **Request for Additional Information -** Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than seven (7) days prior to the bid opening date. *Oral answers will not be authoritative.*
- 2.4. **Requests/Questions –** Interested firms are encouraged to submit their questions electronically through *Vendor Registry*. If this is not possible questions may be submitted via e-mail at purch@leesburgflorida.gov. You must reference the solicitation number in the subject line. All requests for information or questions

- should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
- 2.5. **Addenda** – The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Respondent should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Respondent’s responsibility to ensure receipt of all addenda and any accompanying documentation. The Respondent is required to submit with its bid/offer a signed “Acknowledgement of Addenda” when any addenda have been issued. Failure to acknowledge each addendum may prevent the response from being considered for award.
- 2.6. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (contract execution), vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- 2.7. **Questions Regarding Specifications Or Bid/Proposal Submittal Process** - To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.
- 2.7.1. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed **in writing** as indicated below, in ample time before the period set for the receipt and opening of the responses. No inquiries, if received after the deadline for questions will be given any consideration. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective Respondents no later than two (2) days before the date set for receipt of the Responses.
- 2.7.2. It will be the responsibility of the Respondents to contact the Purchasing Division prior to submitting to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.
- GT-3. **Alteration of Forms** – The City provides forms within the solicitation to be completed by the Respondent(s). The forms provided are to be filled-in and submitted with the sealed proposal. Alteration or changing of these forms in any manner other than providing the requested information may be grounds for disqualification.
- GT-4. **Award** – Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all bids/offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.
- GT-5. **Assignment** – The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
- GT-6. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-7. **City is Tax Exempt** - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City’s Tax Exemptions in securing such materials.
- GT-8. **Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a response for the same solicitation, such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected.

Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

- GT-9. **Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All Respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondents' firm or any of its branches.
- GT-10. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work, the Pricing Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Pricing Section, the Statement of Work, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-11. **Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
- GT-12. **Contract Extension** – The City has the unilateral option to extend any contract resulting from this solicitation for up to ninety (90) calendar days beyond the current contract period. In such event, the City will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor(s). Exercise of the above options requires the prior approval of the Purchasing Manager.
- GT-13. **Cost of Preparing Proposals/Qualification Statements** - All costs incurred by the Respondent for proposal/qualification statement preparation and participation in this competitive procurement will be the sole responsibility of the Respondent. The City will not reimburse any Respondent for any such costs.
- GT-14. **Copeland "Anti-Kickback" Act** - The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GT-15. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City Purchasing Division shall be final and binding on both parties.
- GT-16. **Execution of Contract** - The firm to whom a Contract is awarded will be required to execute two (2) original contract documents within ten (10) days from the date of notice of acceptance of the Offer, and deliver these executed instruments to the City Purchasing Division.
- GT-17. **Governing Law/Jurisdiction** - The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-18. **Liability** - The vendor shall hold and save the City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Agreement which may result from this Solicitation.
- GT-19. **Minor Informalities** – The City reserves the right to waive minor irregularities in responses to a solicitation when such action is in the best interest of the City. Minor informalities are defined as those that have no adverse effect on the City's best interests, and, will not affect the outcome of the selection process by giving a respondent an advantage or a benefit not enjoyed by other respondents.
- GT-20. **Prompt Payment Policy** - It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Respondent may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Respondents are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.
- GT-21. **Protests** – Protests must be submitted in writing to the Purchasing Manager at 204 N. 5th Street, Leesburg, FL 32748. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadlines listed will not be considered. The Purchasing Manager will respond to protests no later than 7 business days from the day it is received. In case of a protest the determination and decision of the City Purchasing Division shall be final.
- GT-22. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses 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 (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

- GT-23. **Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses submitted.
- GT-24. **Qualifications of Respondents** - The City reserves the right before awarding the contract, to require the respondent to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.
- 24.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- 24.2. Any respondent may be required to show to the complete satisfaction of the City that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- 24.3. Respondents must possess any and all required licenses to perform and complete the work necessary in this project. The respondent must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.
- GT-25. **Responsibility of Respondent To Inform Himself As To All Conditions Relating To Project** - The respondent, by and through the submission of his response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.
- GT-26. **Responsiveness (Bids/Proposals)** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected.
- 26.1. An effective bid/proposal will be formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The bid/proposal must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.
- GT-27. **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City (also see the solicitation Definitions).
- 27.1. The City does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Respondent having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded for that Respondent. If such lowest Cost exceeds such amount, the City may reject all Responses or may award the contract on the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Cost Proposal Forms, as produces a net amount which is within the available funds.
- GT-28. **Rules, Regulations and Licenses** – The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the commodities specified in this solicitation. Lack of knowledge by the Bidder will in no way be relief from responsibility.
- GT-29. **Signature Of Vendor** - The vendor shall sign the proposal response form (Proposers Certification) in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the office signing the Response in behalf of the corporation shall be stated and evidence of his authority to sign the Response shall be submitted. The vendor shall state in the Response the name and address of each person interested herein.
- GT-30. **State Registration Requirements** – Any corporation submitting a bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- GT-31. **Subcontracting** – Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without prior written consent of the City. The ability to subcontract may be further limited by the ability to

subcontract may be further limited by the Special Terms and Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

GT-32. **Time Allowed** – Professional will provide services in an expeditious manner which meets the mutually agreed upon schedule.

Vendor Qualification - Eligibility requirements for contract award.

- Have NO delinquent indebtedness to the City or other federal, state, or municipal agencies;
- Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- Be able to comply with the required or proposed delivery or performance schedule;
- Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- Have a satisfactory record of integrity and business ethics; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

GT-33. **Wage Rates/Equal Employment Opportunity** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

GT-34. **Withdrawal of Bids/Proposal** - Any response to this solicitation may be withdrawn **prior** to the due date and time specified in the solicitation document and any addenda.

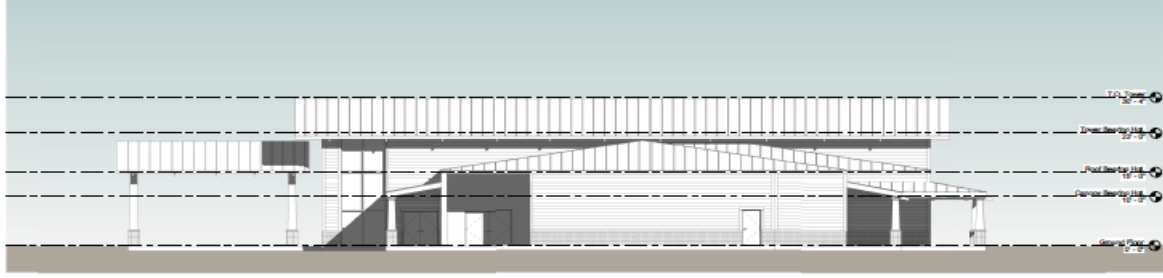
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APPENDIX A COVER SHEET

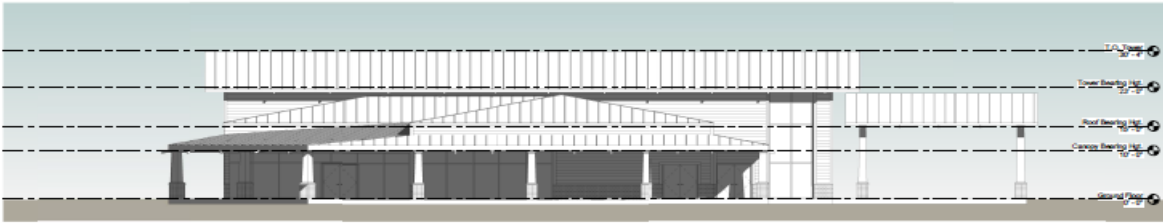
1. Building Elevations – Renderings

2. Construction Documents – 30%

Available as a separate file due to file size.






1st Floor



1st Floor

LEEBURG COMMUNITY BUILDING

	PROJECT NO.: 18-011 NAME: Design Development SCALE: 1/8" = 1'-0" DRAWN BY: JH/MS CHECKED BY: JH/MS DATE: 12/1/2018	PROJECT ADDRESS 101 E. Elm Ave., Leesburg, FL 34748 101 W. Main St., Leesburg, FL 34748	SHEET TITLE ELEVATIONS	DRAWING AND DATE 12/1/2018	 BORRELLI + PARTNERS ARCHITECTURE PLANNING INTERIORS INTERIORS 730 Village Street, Orlando, FL 32804 407.401.1000 www.borrelli-partners.com
	PROJECT NO.: 18-011 NAME: Design Development SCALE: 1/8" = 1'-0" DRAWN BY: JH/MS CHECKED BY: JH/MS DATE: 12/1/2018	PROJECT ADDRESS 101 E. Elm Ave., Leesburg, FL 34748 101 W. Main St., Leesburg, FL 34748	SHEET TITLE ELEVATIONS	DRAWING AND DATE 12/1/2018	 BORRELLI + PARTNERS ARCHITECTURE PLANNING INTERIORS INTERIORS 730 Village Street, Orlando, FL 32804 407.401.1000 www.borrelli-partners.com

12/28/2018 10:58 AM P:\18-011 Leeburg Community Bldg (18-011) A Design\A - Arch Design\A - Elevation\A202.dwg P:\18-011 Leeburg Community Bldg (18-011) A Design\A - Arch Design\A - Elevation\A202.dwg