

CITY OF PALMETTO
REQUEST FOR PROPOSALS

**CONSTRUCTION MANAGER AT RISK SERVICES
FOR NEW POLICE DEPARTMENT
COP PROJECT #19-4101**



Date: August 12, 2019

**Proposals to be Submitted before:
September 12, 2019 @ 2:00pm EST**



**REQUEST FOR PROPOSALS
NO. 19-4101
Construction Manager at Risk Services-New Police Department**

The City of Palmetto, a political subdivision of the State of Florida (herein after referred to as City) is requesting proposals from Construction Management firms (CM/GC) to provide pre-construction and construction phase services for the development of the new City of Palmetto Police Department building (Project).

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of proposals in response to this RFP is **September 12, 2019 at 2:00 P.M. ET**. Proposals must be delivered to the following location: City of Palmetto City Hall, 516 8th Ave West, Palmetto, FL 34221 and time stamped by a Purchasing representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the City of Palmetto Commission Chambers. Interested parties are invited to attend the opening.

SOLICITATION INFORMATION CONFERENCE:

An Information Conference will be held August 22, 2019 at 2:00 PM at the City of Palmetto Commission Chambers, 516 8th Ave West, Palmetto, FL 34221. Attendance at the information conference is not mandatory, but is strongly encouraged.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposals to the City of Palmetto is August 23, 2019 at 5:00 PM. The City will respond to written inquiries received via addenda. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided in the solicitation document.

Questions and inquiries should be submitted *via* email to the Designated Procurement Contact shown below. The City will not respond to oral inquiries.

DESIGNATED PROCUREMENT CONTACT:

Nixa Haisley, Purchasing Agent
City of Palmetto
Purchasing Department
Email: nhaisley@palmettofl.org

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

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Section A
General Conditions &
Instructions to Proposers

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 INFORMATION CONFERENCE

The purpose of the Information Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work and any local conditions that may affect the work and its performance. See section A.38 for schedule.

A.02 PROPOSAL DUE DATE

The Due Date and Time for submission of proposals in response to this Request for Proposals (RFP) is **September 12, 2019 at 2:00 P.M. ET**. Proposals must be delivered to the following location: City Hall, 516 8th Ave West, Palmetto, FL 34221 and be time stamped by a Procurement representative prior to the Due Date and Time.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its proposal to the City of Palmetto Purchasing Department for receipt on or before the Due Date and Time. If a proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Purchasing Department. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

Proposal Is Not Binding: The Proposer understands that responding to this solicitation does not constitute an agreement or contract with the Proposer. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

A.03 PUBLIC OPENING OF PROPOSALS

Sealed proposals will be publicly opened at City Hall Commission Chambers, 516 8th Ave West, Palmetto, FL 34221 in the presence of City officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the proposal opening.

The City of Palmetto will make public at the opening the names of the business entities which submitted a proposal and city and state in which they reside. No review or analysis of the proposals will be conducted at the proposal opening.

A.04 SUBMISSION OF PROPOSALS

The contents of the sealed proposal package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Five (5) bound clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- Two (2) electronic format copies clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original.

Submit the proposal package in a sealed container, with the label provided at the end of this document, prior to the Due Date and Time as set forth in this document.

By delivering a submittal in response to this solicitation document, the Proposer certifies that they have fully read and understand the contents of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed.

A.05 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Section C identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at www.palmettofl.org > *Purchasing Department*. RFP documents are also available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at www.demandstar.com.

Additionally, the RFP and all related documents are available for public inspection at the Palmetto City Hall, 516 8th Ave West, Palmetto, FL 34221. Call (941) 723-4570 x7112 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of City holidays.

As a courtesy, the City of Palmetto may notify the Manatee County Chamber of Commerce, and other construction journals, of all active solicitations, who then distributes the information to its members.

A.07 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be posted on the Purchasing Departments web page of the City website at <http://www.palmettofl.org> > *Purchasing Department*. All addenda are a part of the RFP and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its proposal will not relieve the Proposer from any obligation contained therein.

A.08 PROPOSAL EXPENSES

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.09 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFP shall be made in writing via email to Nixa Haisley, Purchasing Agent at nhaisley@palmettofl.org. All questions received and responses given will be provided to potential proposers via an addendum to this RFP.

The City of Palmetto will not be responsible for oral interpretations given by other sources including City staff, representative, or others. The issuance of a written addendum by the Purchasing Department is the only official method whereby interpretation, clarification or additional information will be given.

A.10 FALSE OR MISLEADING STATEMENTS

Proposals that contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP. Such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the City.

A.11 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw proposals under the following circumstances:

- a. Prior to the Due Date and Time, if Proposer discovers a mistake(s), Proposer may withdraw its proposal by submitting a written notice to the Purchasing Department. The notice must be received in the Purchasing Department prior to the Due Date and Time for receiving proposals. A copy of the request shall be retained and the unopened proposal returned to the Proposer; or
- b. After the proposals are opened but before a contract is signed, Proposer may withdraw its proposal if Proposer alleges a material mistake of fact if:
 - 1. The mistake is clearly evident in the solicitation document; or
 - 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the proposal. Request to withdraw a proposal must be in writing and approved by the Purchasing Agent.

A.12 JOINT VENTURES

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.13 LOBBYING

After the issuance of any solicitation or during renegotiations, prospective Proposers, or their agents, representatives or persons acting on behalf of such Proposer, shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of the City of Palmetto other than the Purchasing Agent or designee. This prohibition includes copying such persons on written communication, including email

correspondence. This requirement begins at the time of advertisement of the RFP and ends upon final execution of the contract or at the time the solicitation is cancelled or the negotiation efforts are terminated. The prohibition does not apply to presentations made to the evaluation committee or at a City Commission meeting where the Commission is considering approval of a proposed contract. Violators of this prohibition may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF PROPOSALS

The examination and evaluation of the proposals submitted in response to this solicitation will be conducted in accordance to the solicitation schedule section outlined in Section D.

A.15 ERRORS OR OMISSIONS

The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.

Once a proposal is opened, the City will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.11.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The City will conduct a due diligence review of all proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.17 RESERVED RIGHTS

The City reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the City reserves the right to negotiate with the Proposer. The City reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the City.

The City reserves the right to conduct an investigation, as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the City,

Proposer shall provide all such information to the City. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

City reserves the right to reject the submittal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the submittal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency. Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Proposer.

A.18 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Proposer and the City for any terms and conditions not specifically stated within the context of this contract.

A.19 TAXES

The City of Palmetto is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-6000403; Florida Sales Tax Exempt Cert. No. 85-8012621667C-2). Therefore, the Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.20 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The City agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of this Project.

A.21 COLLUSION

Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future City solicitations for a specified period.

The City reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.22 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the City of Palmetto Code of Ordinances and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to the City of Palmetto.

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or 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.

To ensure compliance with the foregoing, all persons or entities desiring to contract with the City of Palmetto must execute and file with the Purchasing Agent an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the City of Palmetto. Proposer is to complete Form "3" and submit with your proposal.

A.24 PROPOSERS REGISTRATION

Proposers who obtain solicitation documents, on their own, from sources other than the City or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Purchasing Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Proposer may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Palmetto is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

A.25 DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated within this solicitation if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by written addenda.

A.26 AMERICANS WITH DISABILITIES

The City of Palmetto does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of City functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.27 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, the City of Palmetto hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposals and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

Proposers shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

A.28 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd or by calling (850) 487-0915.

A.29 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposals become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

If the City rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time the City provides notice of an intended decision concerning the reissued solicitation or until City withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of City, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and City of Palmetto public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by City, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and City policies including but not limited to Section 119.0701, Florida Statutes.
- b. 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 Florida Statutes, Chapter 119, or as otherwise provided 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 for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to City upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 723-4570, AMBER LAROWE, ALAROWE@PALMETTOFL.ORG ATTN: RECORDS MANAGER, 516 8th AVE WEST, PALMETTO, FL 34221.

A.30 TRADE SECRETS

The City of Palmetto is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a proposal in response to a Request for Proposals are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a proposal in response to the Request for Proposals shall belong exclusively to City.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, City reserves the right to clarify the Proposer's request for trade secret at any time; and
2. City and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from City that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the City shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials. Notwithstanding any other provision in this solicitation, designation of the entire proposal as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the proposal is non-responsive.

A.31 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to City or any privately owned or leased property held by City.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by City.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to City.

- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the City or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the City's designated Records Manager who shall coordinate City's response to the request.

A.32 E-VERIFY

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with the City of Palmetto. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a proposal in response to this RFP, the Successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The Successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.33 LICENSES AND PERMITS

Licensed and Certified: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

The Successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and City of Palmetto ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.34 MINIMUM WAGE REQUIREMENTS

The Successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

A.35 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

A.36 EXAMINATION OF SOLICITATION AND SITE

Before delivering a submittal, each Proposer must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Proposer's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Proposers are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.

The Proposer, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

A.37 PROTESTS

Any actual or prospective bidder, offeror, or contractor who believes they have been aggrieved in connection with the solicitation or award of a contract may protest to the city clerk. A protest shall be submitted in writing prior to the opening of a sealed solicitation or the closing date of proposals, unless the aggrieved person (protestor) did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within five (5) business days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

All protests shall be in writing and state that the bidder or proposer is submitting a formal notice of protest. Failure to follow the required form of protest shall be just cause for rejection of the protest. Delivery by certified or registered mail, email, fax (original copy sent immediately following), or hand-delivered to the city clerk is acceptable. Protests shall be date and time stamped upon receipt and if hand-delivered a receipt shall be issued to the protesting party stating the date and time the protest was filed. A party protesting may be represented by legal counsel at its own expense. A protesting party shall bear all costs of the protest other than salary and personnel costs of city employees. No documentation may be submitted after filing of the protest. The notice of protest shall include the following information:

- a. The name, postal and email address, telephone and facsimile numbers of the party protesting;
- b. The city bid or proposal number and title;
- c. A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes and constitutional provisions, the factual and legal basis upon which the protest is based, with inclusion of all supporting documentation. Grounds not specifically stated in writing shall be waived;
- d. A statement of the specific ruling or relief requested; and
- e. Signature by an authorized agent of the party protesting.

Interested parties, other than the protesting party and the city, which will be directly affected by the resolution of the protest, and have legal standing, shall have the right to intervene in such protest proceeding by providing written documentation related to the protested solicitation. Said interested parties shall bear the responsibility of determining whether a protest has been filed with the city. Any documentation submitted by these interested parties must be filed with the city clerk within five (5) business days of receipt of the protest by the city. Said documentation must be received by the city clerk or designee by 4:30 p.m. on the date as specified above. Documentation received after this timeframe will not be considered. Delivery by certified or registered mail, email, fax (original copy sent immediately following), or hand-delivered to the city clerk or designee is acceptable. Any said interested party may be represented by legal counsel at its own expense. Any said interested party shall bear all costs of its submissions to the city. The notice of protest shall be made available to said interested parties upon a written request for same. Documentation shall include the following information:

- a. The name, postal and email address, telephone and facsimile numbers of the party intervening;
- b. The city bid or proposal number and title;
- c. A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes and constitutional provisions, upon which the protest is based, with inclusion of all supporting documentation;
- d. A statement of the specific ruling or relief requested; and
- e. Signature by an authorized agent of the party intervening.

The city clerk may, at the city clerk's discretion, meet with the parties to review the matter. The city clerk shall notify the protestor and any other party of the clerk's decision, within ten (10) business days of the city clerk's decision in writing. The notice shall state the reasons for the decision reached, and shall inform the protestor of further appeal rights.

The city clerk's decision may be appealed to the mayor within five (5) business days from the date of receipt of the clerk's notice. The mayor may, at the mayor's discretion, meet with the parties to review the matter. The mayor shall notify the protestor, any other party and city clerk of the mayor's decision within ten (10) business days.

Upon failure of the city clerk or mayor to resolve a protest as set forth above, the protestor may appeal the mayor's decisions to the city clerk, within five (5) business days of the mayor's decision. The city attorney shall retain a hearing officer to hear the matter. The hearing officer shall be an attorney of at least five (5) years experience in local government or purchasing law. The hearing officer shall hold a hearing within ten (10) business days and shall issue a determination within ten (10) business days of completion of the hearing. Such determination shall be in writing and shall be provided to the protestor, any other party, the city clerk and mayor.

At the filing of the appeal to the hearing officer, the appealing party shall post with the city clerk a security in the form of a bond (in a form approved by the city attorney, and with such terms as approved by the city clerk) payable to the City of Palmetto in an amount equal to ten (10) percent of the total solicitation or proposal amount, or the value of the solicitation as estimated by the city prior to a solicitation's opening date, or twenty thousand dollars (\$20,000.00), whichever is less. The surety issuing the bond must be authorized to do business in the State of Florida and be in compliance with the Florida Insurance Code.

Any bond submitted shall have a duly executed power of attorney attached. In lieu of a bond, the city may accept an irrevocable letter of credit, cashiers or certified check, or money order in the above amount (in a form, and with such terms as approved by the city clerk). Noncompliance with this requirement, in whole or in part, shall be deemed to be a waiver by the protesting party of the right to appeal. Said security shall be designated and held for the payment of any costs that may be levied against the appealing party, which shall include any cost to the city as a result of any delay in implementation of the subject of the protest, and the cost of retaining the hearing officer holding the hearing. If the appeal is successful, the posted security shall be refunded in full.

A.38 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the City’s website www.palmettofl.org > Purchasing Department for meeting locations and updated information pertaining to any revisions to this schedule.

DATE	ACTION
August 12, 2019	Request for Proposals Advertised
August 22, 2019, 2:00 P.M.	Information Conference (Attendance Strongly Encouraged)
August 23, 2019	Deadline for Questions concerning RFP
September 12, 2019, 2:00 P.M.	Submission Deadline
Week of September 16, 2019	Review Proposals, Establish Short List
Week of September 23, 2019	Schedule Interviews (if applicable)
October 7, 2019	Recommendation to City Commission
October 2019	Enter Into Contract Agreement
Summer 2020	Begin Construction

The City reserves the right to adjust the schedule for review and recommendation of proposals.

END OF SECTION A

Section B Scope of Work

B.01 INTRODUCTION & BACKGROUND

The City of Palmetto ("City") is located in Manatee County on the west coast of Florida between Tampa to the North and Sarasota to the South, a 20-minute drive in either direction. The City of Palmetto is dedicated to enhancing the quality of life of its citizens by providing those services which ensure a safe and healthy community.

The City's current police station at 1115 10th Street West was built in 1967, some 52 years ago. In a recent examination of the current facility by an architectural consulting firm and city engineering, it was determined that the current police department building:

- Is not weather hardened to contemporary standards in which the roof, walls, doors and windows can withstand Category 5 storm-force rain and winds of up to 157 mph.
- Does not meet current security standards.
- Cannot accommodate the technology that police use continuously, now and for the future.
- Has limited property for the formation of a command center and any future expansion.
- Cannot easily or cost-efficiently accommodate expansion to meet all the strategic needs of the police department, or other local, state or federal agencies brought in to assist in times of crisis.

In addition, policing has changed since the current police station was built, due in part to an increase in terrorist and active shooter activities. Recent events have shown us these type of threats can happen anywhere at any time. The current plans support the construction of a modern, updated facility that will allow first responders to be in a constant state of preparedness and react efficiently and effectively to threats, whether natural or manmade, of any kind, as well as provide peace of mind for residents.

B.02 PURPOSE

The City of Palmetto will construct a new Police Department building on a site that has been selected. The City is considering the services of a Construction Management Firm (CM/GC) for the Project. In addition to managing the construction, the CM/GC will provide technical review, cost evaluation and schedule evaluation assistance to the architectural/engineering team during the design phase. CM/GC will assume responsibility for project construction cost by issuing a Guaranteed Maximum Price not later than 80% through the design phase. The GMP will be a contractual obligation. CM/GC will also develop an overall project schedule, which will be a contractual obligation. In addition, CM/GC will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule.

The CM/GC will be expected to work closely with Architects Design Group, Inc. (ADG), the design firm for the Project, and the Owner's Representative, in order to successfully complete the Project.

B.03 PROJECT OBJECTIVE

The CM/GC will function as a Construction Manager-At-Risk. During Pre-Construction, the CM/GC will be responsible for pricing, value engineering, and maintainability and constructability issues. When design documents for the Project have been developed in sufficient detail (approximately 80% complete), the CM/GC, with the support and assistance of the CM/GC and the Owner's Representative, will commit to a Guaranteed Maximum Price (GMP) for all construction and site development. The City reserves the right to request an alternative additive item for FF&E, which the City may ask to be included in the GMP (the City will accept/reject this item prior to finalizing the GMP). The CM/GC shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost and other factors.

In selecting a Construction Management firm, the City will place emphasis on the experience of the firm and its assigned personnel in providing services on projects of similar magnitude and complexity, especially police headquarters buildings and other security intense facilities. Emphasis will be placed on firms oriented to the construction field, having depth, knowledge, and resources in principles of general contracting, scheduling, contract coordination and compliance, budget control, familiarity with State, County and City laws, ordinances and codes.

The CM/GC, as a part of the Pre-construction Services, will work closely with the the Architect and Owner's Representative in developing a strategy for the best approach for the successful completion of the Project.

B.04 BUILDING SITE LOCATION

The project will be designed and constructed to a level of quality and timeliness that reflects the long-term use of a City owned facility. The proposed building will be single story and approximately 23,172 square feet and will be a hardened facility meeting enhanced design requirements. A multi-purpose storage building of approx. 1,400 square feet is also proposed. Refer to Attachment D- Site Plan.

The proposed site consist of six (6) parcels and is approximately 9 acres with secured grounds.

- 818 10th Ave W. Parcel ID# 2698200009
- 814 10th Ave W. Parcel ID# 2698210008
- 835 9th Ave W. Parcel ID# 2699300055
- 821 9th Ave W. Parcel ID# 2699200008
- 1540 10th St. W. Parcel ID# 2700200054
- 801 9th Ave. W. Parcel ID#2705200109

It is the desire of the City that the Police Department Building be located on the northeast corner of the parcels in order to allow for redevelopment for commercial or mixed used development along 10th Avenue, if possible (Refer to Attachment D). Along with housing the Police Department, it will feature:

- Multipurpose rooms to support training or emergency operations, including a media briefing area.
- A community room open to the public for meetings of civic groups or other organizations.
- Support for current forensic technology and room for processing and storage of evidence.
- Housing of a data center to support IT services.

B.05 CONSTRUCTION PHASES

The Construction Manager's work will commence with a pre-construction services agreement as part of the comprehensive Construction Management Services contract, which will apply to the design phase of the Project. Prior to commencing construction of the Project, the Construction Manager will assume the risk of delivering the Project through a guaranteed maximum price ("GMP") contract. The Construction Manager will be responsible for construction means and methods, and will be required to solicit bids from qualified subcontractors to perform the work. During the construction phase, the Construction Manager shall be solely responsible for performance of the Project, and shall function in the role of an independent general contractor. That role may include, but not be limited to, the following during each Phase as indicated below:

Preconstruction Phase (from award – design completion, and concluding with the acceptance of the GMP as evidenced by execution of the agreement for the construction Phase). No Bid Bond or Payment and Performance Bonds will be required for Pre-Construction services.

Pre-construction services required by the Construction Manager include, but are not limited to the following:

- Coordinate with the City and its agencies, the City's Owner Representative, Architect and other parties as necessary;
- Coordinate with the City's overall project schedule and provide input on construction related activities;
- Obtain City approval on all formats and reporting structures;
- Provide detailed cost estimating and knowledge of marketplace conditions at designated phases;
- Provide project planning and scheduling for construction phase;
- Provide a site utilization plan for all construction activities;
- Provide schedule analysis and input as needed throughout the Project; provide a schedule of values prior to finalization of the GMP; provide alternate systems evaluation and constructability studies;
- Advise the Project Team of ways to gain efficiencies in project delivery and reduce overall delivery time;
- Provide long-lead procurement recommendations and, subject to the City's authorization, initiate procurement of long-lead items; identify items that have the potential to be procured by the City; Provide, upon request, copies of bids and quotations solicited from prospective subcontractors, suppliers and sub-trades Note: Unless otherwise determined it is expected that the Construction Manager will procure at minimum three (3) bidders for each trade the Construction Manager intends to subcontract.
- Participate in regularly-scheduled project coordination meetings;
- Participate in constructability reviews at various levels of design;
- Assist in the permitting processes
- Provide value engineering throughout Project;
- Continually evaluate quality, safety, and environmental factors and make recommendations;
- Advise City regarding green building materials and methods, as well as recommendations for building life span and efficient operations;

- Review final plans and specifications to confirm completeness
- Schedule of Values identifying prospective subcontractors' suppliers and sub-trades;
- Provide estimating throughout the Project
- Submit GMP for review and negotiation
- Review CM/GC architectural drawings to ensure coordination between disciplines;
- Establish, implement and maintain quality control standards.

Construction Phase (commencing after the preconstruction phase) The construction phase shall commence upon the City's acceptance of the GMP. The Contractor shall become the single point of responsibility for the performance of the construction contract for the project. The Contractor shall be required to provide Payment and Performance Bonds, satisfying the requirements of Section 255.05, Florida Statutes, each in a value equal to 100% of the GMP. The services required by Contractor for the construction phase shall include, but not be limited to, the following:

- Prepare the overall project schedule for construction and provide periodic detailed updates;
- Serve as the general contractor during construction;
- Coordinate with the City and its agencies, the City's Owner Representative, other authorities having jurisdiction, utility companies, and other parties as necessary;
- Arrange for Procurement of materials and equipment; including direct purchases by the City
- Schedule and manage site operations;
- Prepare, bid, and award bid packages for labor and materials, and manage the resultant subcontracts/purchase orders; Note: Unless otherwise determined, the City expects the Construction Manager to procure at minimum three (3) bidders for each trade the Construction Manger intends to subcontract. For Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Contractor to secure and deliver additive riders to the Payment and Performance Bond.
- Bond (Payment and Performance) and ensure the construction complies with all federal, state and local permitting requirements; deliver the required bond to the Owner at least three days before the commencement of any Construction Phase services.
- Provide On-site presence at all times to ensure complete adherence to the project requirements in all phases of construction;
- Address and resolve Project Team issues;
- Maintain a safe work site;
- Develop, maintain and record all construction documentation
- Complete the Project within the approved Project Schedule and GMP
- Establish, implement and maintain quality control standards
- Be responsible to obtain all required permits for construction;
- Coordinate with the work of the City's vendors providing system or component installations during construction.

Warranty Phase

- Coordinate and monitor the resolution of remaining “punch-list” items.
- Coordinate, monitor and resolve all warranty complaints to the satisfaction of the Owner during the one-year general warranty period.

B.06 QUALIFICATIONS

Minimum Qualifications

Failure to demonstrate these minimum qualifications will result in the proposal being declared non-responsible.

The Proposer must be a Certified General Contractor (CGC) licensed in the State of Florida, [General Contractor, Class ‘A’.

Successfully completed, as CM at Risk, a minimum of three (3) projects in the past ten (10) years of similar size and complexity.

- Similar size is defined as projects costing not less than \$5 million dollars.
- Similar complexity is defined as facility designed for primary use as a commercial, public safety, public municipal or educational building.

Preferred Qualifications

It is preferred, but not required, that proposers possess the following current credentials within their project team.

- Experience working with public project owners
- Experience with the successful construction of police stations, fire stations, public safety facilities, and comparable functioning facilities

END OF SECTION B

SECTION C **PROPOSAL RESPONSE**

This section identifies specific information which must be contained within the proposal and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience and capacity to perform the scope of services as stated in this RFP and which proposal best meets the overall needs of the City. For more information on the evaluation process, refer to Section D, Evaluation of Proposals.

C.01 INFORMATION TO BE SUBMITTED

Construction Management firms interested in being considered for this selection must submit one (1) original, five (5) copies and two (2) electronic copies of the response package. No electronic submittals of drawings or design concepts will be accepted. The Proposals submittal shall include the information listed below under Proposal Format. Submittals lacking the required elements listed below may be considered non-responsive, may lose points, or be disqualified at the discretion of the City.

C.02 PROPOSAL FORMAT

The contents of each proposal will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The proposal should contain sufficient detail to permit the City to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

A. TAB 1 - INTRODUCTION

1. A cover page that identifies Proposer; provide basic company information; include the RFP by title and the RFP number.
2. An introductory letter/statement that describe your proposal in summary form (limit 2 pages).
3. A table of contents.

B. TAB 2 – PROJECT TEAM’S QUALIFICATIONS

Provide general information about the firm's personnel resources, including classifications and numbers of employees and locations and staffing of offices. Provide list of qualified and available resources identifying experience and ability for key personnel. The key personnel, at a minimum, are the project superintendent, project manager, project director, estimator or preconstruction manager, and the executive in charge.

1. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited companies as found on SBAFLA website.
https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2018_12_04_Web_Update_PFA_Prohibited_List.pdf?ver=2018-12-06-112700-090
2. If Proposer is submitting as a joint venture, it must have filed the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

The Owner does not desire to enter into “joint-venture” agreements with multiple Construction Management firms. In the event two or more firms desire to “joint-venture”, it is strongly recommended that one incorporated firm become the Construction Management Firm with the

remaining firms being consultants.

If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.

3. Proposer has no reported conflict of interests in relation to this RFP.

Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.

4. If awarded the contract, Proposer may be required to provide representation at Commission Meeting workshops, as requested, to review proposed plans, design concepts and receive feedback prior to construction.

Proposer must submit a statement that they understand requirement.

C. TAB 3 – PROJECT TEAM EXPERIENCE/REFERENCES

Relevant project experience includes building types and delivery methods relevant to the type of project to be constructed, a Police Headquarters Building, utilizing the CM/GC (or performing as a general contractor on similar types and sizes of projects). Describe no more than ten (10) and no less than five (5) projects in order of most relevant to least relevant (similar type of construction and a contract dollar amount of \$5,000,000 or more), which demonstrate the firm's capabilities to perform the project at hand.

Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager to the City.

For each project, the following information should be provided:

Project name

Project location

Dates during which services were performed (include total time for construction)

Original budget and final construction cost

Physical description (e.g., square footage, number of stories, site area) Brief description of project Services performed by CM/GC or GC firm

Owner reference

D. TAB 4 - RESPONSIBILITY AND AVAILABILITY OF SUPPORT TEAMS

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida. Provide copy of current license.

2. Proposer and/or its subcontractor(s) must possess current, valid licenses and certifications required under Florida Statute to perform services as described in Section B of this document.

3. Describe your experience with litigation with Owners, subcontractors, and CM/GCs. List any active or

pending litigation and explain.

4. Has the firm been involved in any litigation in the past five- (5) years? If so briefly explain details and results.
5. Has the firm ever failed to complete any work awarded to it, or been removed from any project awarded to the firm?
6. List the contact persons, addresses, and phone numbers for the firm's bonding company and agent.
7. Describe the process to be used to obtain a Guaranteed Maximum Price and for providing bonding for the project.
8. Describe your use of sub-consultants versus in-house services.

Submit any information and documentation from the issuing agency as applicable.

E. TAB 5 - MANAGEMENT AND SAFETY PLAN

1. Describe your cost management plan for controlling costs on this project within the cost limitation during design and construction.
2. Describe your change order management plan for managing cost and schedule exposures within the stated limitations.
3. Describe your procurement plan
4. Describe your schedule management plan for this project, during design and construction.
5. Describe your subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution.
6. Describe your closeout management plan for this project
7. Describe your quality assurance plan for this project
8. Describe your safety and site logistics plan for this project.

F. TAB 6 - ADDITIONAL CONSIDERATIONS

This section provides each firm the opportunity to provide specific information that differentiates them from others in the competition.

G. TAB 7 – REQUIRED FORMS

Provide the completed and executed forms included in this RFP.

1. Form 1- Acknowledgement of Addenda
2. Form 2- Proposal Signature Form
3. Form 3- Public Contracting and Environmental Crimes Certification

4. Form 4- Conflict of Interest Disclosure Form
5. Form 5- Non-Collusion Affidavit
6. Form 6- Truth in Negotiation Certificate
7. Form 7- Scrutinized Company Certification
8. Form 8- Insurance Statement
9. Form 9- Indemnity and Hold Harmless
10. Form 10- Drug Free Workplace Certification
11. Form 11 – Debarment and Suspension Certification
12. Form 12 – Project Team

END OF SECTION C

SECTION D
EVALUATION PROCESS

D.01 EVALUATION

A due diligence review will be conducted to determine if the proposal is responsive to the submission requirements outlined in this Solicitation and to determine if the Proposer is a responsible Proposer.

A responsive proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. A responsible Proposer is a Proposer which the City affirmatively determines has the ability, capability and skill to perform under the terms of the agreement; can provide the materials and/or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the minimum qualification requirements in this RFP.

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate, score and rank the proposals for each of the evaluation criteria as shown in D.02. The committee may final rank proposals without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

If the proposals are shortlisted, the committee will rank based on the Formal Interview Evaluation Criteria as listed within Section D.03. Three to five firms may be shortlisted. Those firms will be invited to make formal presentations to the selection Committee, and to provide a Fee Proposal.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration (if applicable), feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

D.02 SHORTLIST EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Weight
Project Team's Qualifications	30%
Project Team's Experience/References	30%
Responsibility and Availability	15%
Management and Safety Plan	15%
Completeness of RFP Submittal (compliance)	10%

Project Team’s Qualifications

30%

This section requires that the project team organizational chart, resumes and key personnel experience make the lines of communication and responsibility very clear as well as who the Client Manager is. Maximum points will be given to key personnel experience that is relevant to projects with governments of similar size to the City of Palmetto. In addition, higher value will be given to a team that includes key personnel experience demonstrating the capability to perform all or most aspects of the project, and recent experience in Public Safety Facility projects comparable to the proposed task. The quality of projects previously undertaken, and capability to complete projects on budget will also be considered.

Project Team’s Experience/References

30%

This section of the RFP deals with relevant and related experience and qualifications. Maximum points will be given to projects where the related experience and qualifications of the firm correlates directly with the project team members per the organizational chart and their resumes. In addition, higher value will be given to work performed for governments of a similar size to the City of Palmetto. Recent work experience will be weighted more heavily than historical experience. The team’s reputation for professional integrity and competence will also be considered.

Provide a specific reference for contact by the City that can attest to the work performed by the consulting team member. One should anticipate that these references will be called and that the responses to these references will affect the awarding of points in this category.

Responsibility and Availability

15%

Accurate and reliable information provided to the questions as outlined in this section of the RFP.

In some cases, Firms that have the ability to complete all the services in-house may be given more consideration than firms that require sub-consultants unless a compelling rationale is given as to why the diversified team approach is better for this particular project. Firms that do not adequately anticipate nor cover in-house all of the services required (such as ecological, hydrogeological, structural engineering services, etc.) may receive less consideration than firms whose response properly identifies all the services required to provide the scope of services.

Management and Safety Plan

15%

Accurate and reliable information provided to the questions as outlined in this section of the RFP.

Completeness of RFP Submittal

10%

RFP packages must be complete and submitted as outlined. Include all required forms, statements and licenses.

D.03 FORMAL INTERVIEW EVALUATION CRITERIA

The following criteria demonstrate an overview of the Interview and Fee proposal process.

- Overall impression of key team members, i.e. Project Manager, Superintendent, Project Director, Cost Estimator, Project Executive, etc.

- Methodology presented to assure success
- Ability of principals to engender confidence in the ability of the firm to complete the project within the time and cost budgeted.
- Ability of team members to communicate during the interview process
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

Interview Format

The firms selected to make a presentation to the Selection Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed one hour (Additional details will follow with the invitation for interviews). All members of the Evaluation Committee will be present during the formal interview.

Issues to Address at Interview

The intent of the formal interview process is to provide the committee with in-depth information from the Construction Management firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for managing the cost, schedule and quality of the project and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the project specific management plan. All key personnel should be present at the interview including the project superintendent, project manager, project director, cost estimator, and project executive, as applicable.

Fee Proposal

Fee proposals will be solicited from the short-listed candidates invited to interview. Fee proposals shall be submitted at the conclusion of the interview session in a sealed envelope. A Fee Proposal Form may be provided to the short listed firms. Selection shall not be based solely upon the fee proposal.

Final Evaluation

Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked for recommendation to City Commission. Final negotiations will then be initiated with the best-qualified firm to determine the CM/GC fixed fee including the proposed cost for general conditions and general requirements. In the event a satisfactory fixed fee cannot be reached with the highest ranking firm, the Owner will formally terminate the negotiations in writing and enter into negotiations in turn with the second ranking firm or the third ranking firm until a mutually agreed upon fixed fee is established. Once the successful CM/GC and the agreed upon fixed fee have been determined, a CM/GC services contract will be presented to the City Commission for final contract award by the City. Refer to Attachment C (Sample Contract) which is subject to modifications by City during negotiations.

END SECTION D

SECTION E
NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

By submitting a proposal, Proposer understands and agrees:

- a. The proposal and all subsequent information requested by the City during the procurement process will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of the City of Palmetto which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposals whether, or not, the proposal is accepted.
- c. All products and papers produced during the solicitation process become the property of the City of Palmetto upon termination or completion of the engagement.
- d. To indemnify and hold City, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from City's non-disclosure of the trade secret materials.

E.02 AGREEMENT

The Successful Proposer(s) will be required to negotiate a contract in a form and with provisions acceptable to the City. Negotiated contracts may or may not include all elements of this RFP or the resulting successful proposal where alternatives provide best value, are desirable to the City, and the parties agree to such terms.

The form of engagement to be used with the Consultant will include AIA Document A201-2007 General Conditions of the Contract for Construction or other contract form as determined by City; as properly revised subsequent to final negotiations and any revisions to the specifications and scope of this project, the City (as Owner) will execute this Agreement with the Successful Proposer (as CM/GC).

The contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price (GMP).

E.03 AWARD

City may not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to City, or is in default on any contractual or regulatory obligation to City. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to City, nor is it in default on any contractual or regulatory obligation to City. In the event the proposer's statement is discovered to be false, Proposer will be subject to suspension and/or debarment and City may terminate any contract it has with Proposer.

Award of an agreement is subject to the successful negotiations and the approval of the City Commission.

END SECTION E

Section F
Forms

FORM 1 - ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Proposer's information below:

Name of Proposer	Telephone Number
Street Address	City/State/Zip
Email Address	Website Address
Print Name & Title of Authorized Officer	Signature of Authorized Official
	Date

FORM 2 - PROPOSAL SIGNATURE FORM

The undersigned represents that:

- (1) by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the Proposer is selected by City to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFP;
- (4) by submitting a proposal and signing below, the Proposer agrees to all terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (5) the Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Web Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Officer Date

FORM 3- PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Palmetto by _____
[print individual's name and title]

For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a city contract for public improvements, procurement of goods or services (including professional services) or a city lease, franchise, concession or management agreement, or shall receive a grant of city monies unless such person or entity has submitted a written certification to City that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of the City of Palmetto, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among proposers or prospective proposers in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to City's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City of Palmetto.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE CITY DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2019 by _____

Personally known _____ OR Produced identification _____

[Type of identification]

Notary Public Signature

My Commission Expires: _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

FORM 4 - DISCLOSURE FORM

Proposer must disclose within its proposal: the name of any officer, director, or agent who is also an employee of the City of Palmetto. Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the City or that will impair or influence the advice or recommendations it provides to the City.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest for this RFP.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged and attested to by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Return this fully executed form with your proposal.

FORM 5 - NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a proposal to perform work for the following:

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

Such proposal is genuine and is not a collusive or sham proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the Solicitation and contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached proposal or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2019, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer’s proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company. _____ FID or EIN No.. _____

Address. _____

City. _____ State. _____ Zip. _____

I, _____, as a representative of _____
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

FORM 8- INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the insurance requirements shown in Attachment A applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed
Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this signed statement with your bid or proposal.

FORM 9- INDEMNITY AND HOLD HARMLESS

CITY OF PALMETTO, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Successful Proposer shall defend, indemnify and hold harmless the City and all of the City's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of successful Proposer, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract/Agreement. Compliance with any insurance requirements required elsewhere within the Contract/Agreement shall not relieve successful Proposer of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

PROJECT NUMBER AND/OR NAME		
INSURANCE AGENT		
SIGNATURE OF AUTHORIZED OFFICIAL OF PROPOSER	TITLE	DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019
by _____ [FULL LEGAL NAME], who is personally known to me / has
produced _____ as identification.

Notary Signature _____

Print Name _____

FORM 10 - DRUG FREE WORK PLACE CERTIFICATION

SWORN STATEMENT PURSUANT TO ORDINANCE NO. 505, AMENDING CHAPTER 2, SECTION 2-57, PALMETTO CODE OF ORDINANCES, ON DRUG FREE WORK PLACES.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Palmetto (the "CITY"), by:

(Print individuals name and title)

For: _____

(Print name of entity submitting sworn statement)

Whose business is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the social security number of the individual signing this sworn statement: _____)

I understand that no person or entity shall be awarded or receive a CITY contract for public improvements, procurement of goods or services (including professional services) or a CITY lease, franchise, concession or management agreement, or shall receive a grant of CITY monies unless such person or entity has submitted a written certification to the CITY that it will provide a drug free work place by:

1. Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - I. The dangers of drug abuse in the work place;
 - II. the person's or entity's policy of maintaining a drug free environment at all its work places, including, but not limited to, all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - III. any available drug counseling, rehabilitation, and employee assistance programs; and
 - IV. the penalties that may be imposed upon employees for drug abuse violations.
2. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advise as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post, in a prominent place at all of its work places, a written statement of its policy containing the foregoing elements I through IV.
3. Notifying the employee in the statement required by subsection 1 that this is a condition of employment the employee will:
 - I. Abide by the terms of the statement; and
 - II. Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

4. Notifying the CITY within ten (10) days after receiving notice under subsection 3 from an employee or otherwise receiving actual notice of such conviction.
5. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal,, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug free work place through implementation of sections 1 through 5 stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE CITY OF PALMETTO IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OF THE PALMETTO CITY CLERK DETERMINES THAT:

1. Such person or entity has made false certification;
2. such person or entity violates such certification by failing to carry out the requirements of sections 1, 2, 3, 4, 5 or 6 or Ordinance No. 505, amending Chapter 2, Section 2-57, Palmetto Code of Ordinances, or
3. such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Ordinance No. 505.

(Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of _____, on behalf of _____.

who is personally known to me, or who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Print Name

NOTARY PUBLIC-STATE OF _____

My Commission Expires: _____

Commission No. _____

FORM 10- DEBARMENT AND SUSPENSION

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

- 1) All persons or firms, including subconsultants, must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to the City of Palmetto.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

Name of Firm

Signature (original signature required)

Date

FORM 11 – PROJECT TEAM
PROJECT TEAM

TEAM NAME: _____

FEDERAL ID No.: _____

Prime Role	Name & City of Residence of Individual Assigned to the Project	No. of Years Experience	Education, Degree(s)	Florida Active Registration Nos.
Principle-in-Charge				
Project Manager				
Project CM/GC				
Project Construction Administrator				
Other Key Member				
Other Key Member				
Sub-consultant Role	Company Name and Address of Office Handling this Project		Projected % of Overall Work on the Entire Project	Name of Individual Assigned to Project

Cut along the outer border and affix this label to your sealed package to identify it as a sealed response to our solicitation.

RFP - DO NOT OPEN

RFP TITLE: Construction Manager at Risk Services
Palmetto Police Department Proj#19-4101

DUE DATE/TIME: September 12, 2019
Prior to 2:00 p.m. EST

SUBMITTED BY:

(Name of Company)

(Contact Name)

(Contact Email)

DELIVER TO: City of Palmetto
Attn: Purchasing Department
516 8th Avenue W
Palmetto, FL 34221



PLEASE NOTE: Whenever necessary, addenda may be issued to this solicitation. Any such addenda will be posted on the Purchasing Department page of our web site at www.palmettofl.org. Before submitting your bid, you should check our web site to download any addenda that may have been issued. Please remember to sign and return the Acknowledgment of Addenda form with your completed response.

APPENDIX

Attachment A

Insurance Requirements

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Palmetto is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability and Business Auto).
2. The City of Palmetto shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Palmetto
516 8th Avenue W
Palmetto, FL 34221

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The “Acord” certification of insurance form should be used.
4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
 - d) **Builders’ Risk:** When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “City of Palmetto, a political subdivision of the State of Florida” as an Additional Insured. Special form coverage shall include, but not be limited to:
 1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
 2. Theft coverage
 3. Waiver of Occupancy Clause endorsement, which will enable the City to occupy the facility under construction/renovation during such activity

4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and

5. Maximum deductible clause of \$10,000 each claim

5. Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Palmetto, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Palmetto, its Elected Officials, Officers, Agents, and Employees.
- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Palmetto's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work,

are to be furnished to the city's Purchasing Department, 516 8th Avenue West, Palmetto, FL 34221, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the city's Finance Director, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City of Palmetto.

END OF ATTACHMENT A

ATTACHMENT B
CITY OF PALMETTO
CONSTRUCTION MANAGER AT RISK SERVICES
NEW POLICE DEPARTMENT
PAYMENT BOND

CITY OF PALMETTO PROJECT: #19-4101

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Palmetto in the sum of _____ Dollars (\$ _____), for the payment of said sum we bind ourselves and our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the _____ day of _____ 20__ entered into between the Principal and the City of Palmetto, Florida, for Construction Manager at Risk Service for the New Police Department Project #19-4101. A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the Principal shall promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

- A. A *claimant* is as any person supplying the Principal with labor, material and supplies, used directly or indirectly by said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 713.01 of the Florida Statutes.
- B. The provisions of Section 255.05 of the Florida Statute shall apply.

The above-named Principal and Surety hereby jointly and severally agree with the City of Palmetto that every claimant, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any attorneys' fees, costs or expenses of any such suit.

No suit or action shall be commenced hereunder by any claimant:

- 1. Unless claimant, other than one having a direct contract with the Principal, shall within:
 - a. forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal and Surety with a notice that the claimant intends to look to this bond for protection; and
 - b. ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal and Surety written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
- 2. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this

Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

CITY OF PALMETTO
CONSTRUCTION MANAGER AT RISK SERVICES
NEW POLICE DEPARTMENT

3. Other than in a state court of competent jurisdiction in and for Manatee County, Florida, or in the United States District Court for the Southern District of Florida, and not elsewhere.

The Principal and the Surety jointly and severally, shall repay the City of Palmetto any sum which it may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract, including its attorneys' fees and costs.

The Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work, or to the Specifications.

The Surety represents and warrants to the City of Palmetto that it has a Best's Key Rating Guide, General Policyholder's rating of "A" and Financial Size Category of Class "X".

Principal and Surety jointly and severally covenant and agree that this Bond will continue and remain in full force and effect for a period of one year commencing on the date of Substantial Completion as established on the Certificate of Substantial Completion issued by the City of Palmetto.

IN WITNESS WHEREOF, the above parties executed this instrument under their Several Seals, this the _____ day of _____ 20__ the name and seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

I. TO BE EXECUTED BY PRINCIPAL

Signed, sealed and delivered in the presence of:

When Principal is an Individual:

Witness

Signature of Principal

Address

Printed Name of Individual

When Principal is a Sole Proprietorship or Operates under a Trade Name

Witness

Signature of Proprietor/Signer

Address

Printed Name of Proprietor/Signer

CITY OF PALMETTO
CONSTRUCTION MANAGER AT RISK SERVICES
NEW POLICE DEPARTMENT

When Principal is a Partnership:

Witness

Signature of Proprietor/Signer

Address

Printed Name of Proprietor/Signer

When Principal is a Corporation:

Attest:

Secretary

Name of Corporation

(Affix Corporate Seal)

By _____

Printed Name & Official Title

Certificate as to Corporate Principal: I _____,
certify that I am the Secretary of the corporation named as Principal in the within bond; that _____
_____, who signed the said bond on behalf of the Principal was then
_____ of said corporation: that I know his/her signature, and her/his
signature thereto is genuine; and that said Bond was duly signed, sealed and attested for an on behalf of
Said corporation by authority of its governing body.

Secretary _____ (SEAL)

ACKNOWLEDGMENT AS TO PRINCIPAL

STATE OF FLORIDA

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by (name of person) a s _____ (type of authority, e.g. officer,
trustee, attorney in fact) for _____ (name of party on behalf of whom
instrument was executed).

Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____ Type of Identification Produced: _____

CITY OF PALMETTO
CONSTRUCTION MANAGER AT RISK SERVICES
NEW POLICE DEPARTMENT

PERFORMANCE BOND

Bond No. _____

CITY OF PALMETTO PROJECT: #19-4101

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Palmetto in the sum of _____ Dollars (\$ _____), for the payment of said sum we bind ourselves and our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the _____ day of _____ 20__ entered into between the Principal and the City of Palmetto, Florida, for Construction Manager at Risk Services for the New Police Department Project #19-4101. A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully set forth herein.

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and its obligations thereunder, including all of the Contract Documents (that include, without limitation, the Advertisement for or Bids, Instructions to Bidders, Proposal, the Bid, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Supplemental Conditions, Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Palmetto against and from all attorneys' fees, expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, its agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Palmetto any difference between the sum that the City of Palmetto may be obliged to pay for the completion of said work, by Contract or otherwise, attorneys' fees, and any damages, whether direct, indirect, or consequential, which the City of Palmetto may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Palmetto against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the City of Palmetto may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

CITY OF PALMETTO
CONSTRUCTION MANAGER AT RISK SERVICES
NEW POLICE DEPARTMENT

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

AND, if the City of Palmetto is required to initiate legal proceedings to recover on this bond, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, at trial and all appellate levels of court.

AND, Principal and Surety jointly and severally covenant and agree that this Bond will continue and remain in full force and effect for a period of one year commencing on the date of Substantial Completion as established on the Certificate of Substantial Completion issued by the City of Palmetto.

I. TO BE EXECUTED BY PRINCIPAL

Signed, sealed and delivered in the presence of:

When Principal is an Individual:

Witness

Signature of Principal

Address

Printed Name of Individual

When Principal is a Sole Proprietorship or Operates under a Trade Name

Witness

Signature of Proprietor/Signer

Address

Printed Name of Proprietor/Signer

When Principal is a Partnership:

Witness

Signature of Proprietor/Signer

Address

Printed Name of Proprietor/Signer

CITY OF PALMETTO
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When Principal is a Corporation:

Attest:

Secretary _____

Name of Corporation _____

(Affix Corporate Seal)

By _____

Printed Name & Official Title _____

Certificate as to Corporate Principal: I _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation: that I know his/her signature, and her/his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for an on behalf of Said corporation by authority of its governing body.

Secretary _____

(SEAL)

ACKNOWLEDGMENT AS TO PRINCIPAL

STATE OF FLORIDA
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by (name of person) a s _____ (type of authority, e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____ Type of Identification Produced: _____

END OF ATTACHMENT B

ATTACHMENT C

City plans to use AIA Document A201-2007 General Conditions of the Contract for Construction or another contract document as determined by the City. The proposed contract will be provided during final negotiations with the contractor.

END OF ATTACHMENT C

City of Palmetto Police Department

3.0 Master Planning Site - Study



1	POLICE DEPARTMENT		
2	SALLY PORI		
3	CENTRAL UTILITY PLANT		
4	MULTI-PURPOSE STORAGE BUILDING		
5	ENTRY PLAZA		
6	PUBLIC PARKING		
7	OVERFLOW PARKING		
8	SECURED ACCESS GATE		
9	SECURED PARKING		
10	FUTURE CONSIDERATION/ OUTPARCEL		
11	FUTURE CITY HALL		
12	FUTURE SHARED PUBLIC PARKING		
13	ANTENNA		
14	DUMPSTER ENCLOSURE		
DEVELOPMENT DATA			
	SQUARE FOOTAGE	23,172 SF	
	POLICE DEPARTMENT		
	MULTI-PURPOSE STORAGE BUILDING	1,400 SF	
PARKING COUNT			
	SECURED	73	
	PUBLIC	28	
	TOTAL	93	

Master Plan

POLICE DEPARTMENT PALMETTO, FL
ARCHITECTS DESIGN GROUP

