

**Request for Qualifications RFQ #2020-01
And Invitation to Bid ITB #2020-02**

**Construction Manager (CM) At Risk Services
for Tax Collector's New Northwest Public Branch Service Center**



RFQ Issue Date: Thursday, January 30, 2020
RFQ and ITB Response Submittal Deadline: 2:00 pm, Friday, March 13, 2020
RFQ and ITB Informational Session: 2:00 pm, Wednesday, February 12, 2020 Alachua County Administration Building 12 Southeast 1 st Street Gainesville, FL 32601
Questions/Requests for Clarification Due: 5:00 pm, Thursday, March 5, 2020
Questions/Requests for Clarification Responses Due: 5:00 pm, Friday, March 6, 2020

Response received after the above submittal deadline will not be considered.

Alachua County Tax Collector
County Administration Building
c/o Jim Ousley
12 SE 1st Street
Gainesville, Florida 32601
(352) 337-6234 (Phone)

ACTCProject@AlachuaCollector.com

This RFQ and ITB are parts of a 2-step selection process. RFQ #2020-01 is part 1 of the process, ITB #2020-02 is part 2 of the process. Responses for both the RFQ and ITB must be submitted at the same time in order to be considered. Proposals for the RFQ and ITB are to be submitted in separate sealed envelopes.

**Request for Qualifications RFQ #2020-01
And Invitation to Bid ITB #2020-02**

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PART 1 – REQUEST FOR QUALIFICATIONS - RFQ #2020-01

1. GENERAL INFORMATION

1.1 INTRODUCTION:

- 1.1.1 The selection of the Construction Management Firm will be guided by §287.055, §287.057 and §255.20, *Florida Statutes*, pursuant to the process as outlined below.
- 1.1.2 The Alachua County Tax Collector (ACTC) is issuing this Request for Qualifications (RFQ #2020-01) as well as the accompanying Invitation to Bid (ITB #2020-02) to interested firms for the purpose of selecting a Construction Management firm to construct a new Northwest Tax Collector Service Center in Alachua County. Both the response to the RFQ and the response to the ITB shall be submitted at the same time in SEPARATE SEALED ENVELOPES. The resulting contract will be with an individual company (the CONTRACTOR) for the provision of Construction Manager at Risk Services for the ACTC. This two-step process is further described in Section 4 of this document.
- 1.1.3 The ACTC seeks firm(s) that have experience providing the same or similar services to tax collectors, school districts, municipalities and governmental entities and desires to enter into a contract with the ACTC for such services.
- 1.1.4 It is the intent of ACTC to select one firm to provide these services.
- 1.1.5 The selected RESPONDENT will be required to execute a contract in a form provided by and acceptable to the ACTC.
- 1.1.6 Notice of Direct Purchase - Sales Tax Exempt

The Owner is exempt from sales tax on the purchase of construction material. The Owner has elected to exercise this right and therefore directly purchase various construction material, supplies and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to Owner. The Owner shall, via Purchase Order (PO), purchase material, and the Contractor shall assist the Owner in the preparation of the Purchase Order. The Owner will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor. All documents are to be submitted with all applicable taxes included.

1.2 DEFINITIONS:

- 1.2.1 ACTC: When used in this document, the word "ACTC" be intended to denote the Alachua County Tax Collector's Office and staff. When "Tax Collector" is used in this document it is intended to denote the elected constitutional officer.
- 1.2.2 CONTRACTOR: Represents all references to the awardee.
- 1.2.3 RESPONDENT: Any individual, sole proprietorship, firm, corporation or other entity who submits an offer for materials and/or services (as the basis for award of contract) in response to an RFQ/ITB. At times in context, RESPONDENT may mean the intended CONTRACTOR.

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- 1.2.4 **SUBCONTRACTOR:** An entity with a contractual relationship to a CONTRACTOR who the CONTRACTOR proposes to use to perform a portion of its obligations.
- 1.2.5 **PROJECT:** The Project will entail the demolition of an existing on-site facility, evaluation of ingress and egress, site plan and build-out of a new 12,000-15,000 Sqft. facility. The plan for this facility is to provide space for Tax Collector public branch operations, management, back office, dealer processing, quality control, remittance processing, call center operations, training and general public occupants. The design will include, but not limited to, all necessary roadway improvements, staff and public parking, storm water infrastructure, public service workstations, approximately 50-person public lobby/waiting area and paved Road-Testing course with restricted access. In addition, the plan will include driver license testing workstations, secure rooms (for Concealed Weapons Permit processing, interpreter driver license testing and security safe). Also, space for driver license photo booths, fingerprint workstation, reception area for customer check-in (Qflow), pick up window for call ahead registrations, supply and inventory storage rooms, employee quiet, testing and break rooms, public and employee bathrooms and janitorial closet.

1.3 CONTRACT DOCUMENTS; PRIORITY OF DOCUMENTS; CONSTRUCTION OF DOCUMENTS:

- 1.3.1 The Tax Collector reserves the right to accept or reject any proposal in the best interest of ACTC.
- 1.3.2 ACTC reserves the right to award the contract to the next most-qualified firm if the successful firm does not execute the ACTC-approved contract form, begin the contracted services within 15 days, or if an acceptable fee cannot be negotiated.
- 1.3.3 A contract shall be released, after award, for any work to be performed as a result of this two-step process. The RFQ, ITB, bid, qualification proposal, addenda, attachments, exhibits, contract form, approved change orders, and any subsequent performance bonds, and corresponding purchase order(s) shall constitute the contract documents between the parties.
- 1.3.4 In the event of a conflict or ambiguity among the contract documents, then precedence shall be given in the following order: Activations, approved change order, the Contract, Addenda, RFQ, Performance Bond/Standby Letter of Credit, ITB, and lastly the Bid Proposal.

1.4 CONTRACT TERM:

The Contract will expire upon completion of the PROJECT, unless earlier terminated.

1.5 EQUAL OPPORTUNITY COMPLIANCE:

RESPONDENTS affirm by submitting their responses they are equal opportunity and affirmative action employers and shall comply with all applicable Federal, State and local laws and regulations.

1.6 GRATUITIES AND KICKBACKS:

Any employee or any official of the ACTC, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the ACTC, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law. Every

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person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the ACTC, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the ACTC, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

1.7 PUBLIC RECORDS LAW:

Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFQ or the subsequent ITB shall not become public record until ten (10) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all RESPONDENTS in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

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

- a. Keep and maintain public records required by the ACTC to perform the service.
- b. Upon request from the ACTC's custodian of public records, provide the ACTC 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 Chapter 119, F.S., 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 CONTRACTOR does not transfer the records to the ACTC.
- d. Upon completion of the contract, transfer, at no cost to the ACTC, all public records in possession of the CONTRACTOR or keep and maintain public records required by the ACTC to perform the service. If the CONTRACTOR transfers all public records to the ACTC upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the ACTC's custodian of public records, in a format that is compatible with the information technology systems of the ACTC.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**Jon Costabile, Chief Deputy Tax Collector
Alachua County Tax Collector
Alachua County Administration Building, First Floor
12 Southeast First Street
Gainesville, FL 32601
(352) 337-6204
JonCostabile@AlachuaCollector.com**

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1.8 PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, SUBCONTRACTOR, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

The RESPONDENT certifies by submission of a response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the CONTRACTOR will execute and deliver to the ACTC the appropriate federal debarment certification form within three (3) business days.

1.9 DISPUTE:

- 1.9.1 Any actual or prospective bidder, proposer or CONTRACTOR who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Deputy immediately, but no later than 72 hours after final evaluations of both the RFQ and ITB or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 1.9.9 *infra*, which will initiate the 72-hour notice requirement. The written protest with documentation shall be delivered to the Chief Deputy no later than 2 p.m. on the 4th calendar day immediately following the final evaluations of both RFQ and ITB or receipt of notice of intent to award recommendation as is appropriate. If that day is a non-workday, the protest shall be delivered no later than 9 a.m. the next workday. Protests shall be presented with specificity, and every issue shall be fully documented.
- 1.9.2 The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.
- 1.9.3 The Chief Deputy shall call a meeting and hear all protests and receive all evidence within a reasonable time, not to exceed 30 days. This does not preclude the Chief Deputy from calling a special meeting or granting a continuance under extraordinary circumstances.
- 1.9.4 All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.
- 1.9.5 The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Chief Deputy presiding at any protest hearing.
- 1.9.6 The Chief Deputy shall issue his decision within two (2) working days of the completion of the protest hearing.
- 1.9.7 The Chief Deputy's decision shall result in a final order which may include findings and conclusions. The decision of the Chief Deputy shall be final.

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- 1.9.8 The ACTC does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.
- 1.9.9 Any protest specification objection shall be generally treated as set forth in paragraph 1.9.1 *supra*. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.

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2. INSTRUCTIONS TO RESPONDENTS

THE RFQ AND ITB DOCUMENTS WILL BE REVIEWED IN DETAIL AT AN INFORMATIONAL SESSION HELD IN THE ALACHUA COUNTY TAX COLLECTOR'S OFFICE AT 12 SE 1ST STREET, GAINESVILLE, FL 32601 AT 2PM ON FEBRUARY 12, 2020.

RESPONDENTS are highly encouraged to attend and advised to hold all comments, questions and items for clarification until the Informational Session. A sample contract acceptable to the Tax Collector will be provided at the Session and will be available on the Tax Collector's website for download prior to the February 12th Session.

All responses to the RFQ and ITB must be **received no later than 2:00 p.m. on March 13, 2020 or as modified by any ACTC issued Addenda.** If a response is transmitted by US Mail or other delivery medium, the RESPONDENT shall be responsible for its timely delivery to **Alachua County Tax Collector, Chief Deputy, 12 SE 1st Street, Gainesville, FL 32601.**

Responses not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the ACTC.

All questions and requests for clarification from potential RESPONDENTS shall be submitted in documented format to the Facilities Administrator. Such requests may be mailed to the address as shown above or e-mailed to Jim Ousley, Facilities Administrator, at ACTCProject@AlachuaCollector.com. Questions must be submitted no later than 5:00 p.m. on March 5, 2020. Any questions submitted subsequent to this deadline will not be addressed.

Additions, deletions or modifications to information contained in the RFQ or ITB as a result of questions received will be presented to all potential RESPONDENTS by means of a written addendum, if necessary.

No verbal or written information that is obtained other than by information in this document or by addendum to this RFQ or ITB will be binding on the ACTC.

2.1 EX PARTE COMMUNICATIONS:

Ex parte communication, whether verbal or written, by any potential RESPONDENT or representative of any potential RESPONDENT to this RFQ and ITB with ACTC personnel involved with or related to the RFQ and ITB, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the RESPONDENTS' proposal.

2.2 SUBMITTALS/PRE-QUALIFICATION:

2.2.1 Each RESPONDENT shall submit sufficient information to allow an assessment of its capacity, resources, experience, planning capability and financial status to successfully manage and operate a construction management services program. The determination of whether or not a RESPONDENT is qualified to participate in the next phase of solicitation will be based upon this information. Categorical qualification assessments will be performed in accordance with Section 3. of this selection manual. Failure to submit the required information in any area below shall render the RESPONDENT non-responsive and the RESPONDENT will be deemed disqualified for further consideration.

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2.2.2 RESPONDENTS who fail to obtain an acceptable determination for each and every criterion should be deemed unqualified.

2.3 LEGAL AWARENESS AND COMPLIANCE:

2.3.1 It shall be the responsibility of the CONTRACTOR to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the CONTRACTOR shall in no way be a cause for relief from responsibility.

2.3.2 RESPONDENTS affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

2.4 PERMITS AND LICENSES:

The CONTRACTOR shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the ACTC.

2.5 RECORDS AND REPORTS:

Audit: The ACTC shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the Contract(s) (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of CONTRACTOR, including, but not limited to those kept by CONTRACTOR, its employees, agents, assigns, successors and SUBCONTRACTORS. CONTRACTOR shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to ACTC, through its employees, agents, representatives, CONTRACTOR's or other designees, during normal business hours at CONTRACTOR's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location which is convenient for the ACTC. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the ACTC may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied. If the ACTC engages an independent, third party auditor, and the third-party auditor makes material findings equaling 3% or more of the aggregate annual contract value, then the CONTRACTOR shall pay all costs and expenses associated with the audit.

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2.6 TYPE “A” INSURANCE REQUIREMENTS:

Proof of the following insurance shall be continuously furnished by the awarded CONTRACTOR to the ACTC by Certificate of Insurance. **THE ALACHUA COUNTY TAX COLLECTOR SHALL BE NAMED AS AN ADDITIONAL INSURED FOR CLAIMS ARISING UNDER THE CONTRACT ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE ACTC.**

“ARTISAN CONTRACTORS / SERVICE CONTRACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS

This contract includes the construction of a permanent building and includes the installation of machinery and equipment. Therefore, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

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OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

- a. The ACTC and its employees are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be considered primary insurance as respects the ACTC AND its employees. Any insurance or self-insurance maintained by the ACTC and its employees shall be excess of Contractor's insurance and shall be non-contributory.

II All Coverages

The CONTRACTOR shall provide a Certificate of Insurance to the ACTC with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The CONTRACTOR shall be responsible for all subcontractors working on their behalf as a condition of this Contract. All subcontractors of the CONTRACTOR shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Tax Collector

DELIVER OR EMAIL CERTIFICATES TO:

Alachua County Tax Collector
Facilities Administrator: Jim Ousley
Alachua County Administration Building, First Floor
12 SE 1st Street
Gainesville, Florida 32601-6983
ACTCProject@AlachuaCollector.com
(352)337-6234 (Office)

2.7 INDEMNIFICATION:

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

2.8 SOVEREIGN IMMUNITY:

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

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2.9 GOVERNING LAW AND VENUE:

The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida, notwithstanding its conflicts of laws provisions. Venue for any litigation shall be in Alachua County, Florida.

2.10 TIME OF THE ESSENCE:

Time is of the essence in the performance of the contract. All work shall be complete within the time stated in the Notice to Proceed.

2.11 TERMINATION:

- a. Termination for Convenience. ACTC shall have the right to terminate the Contract, in whole or in part, without cause, upon ten (10) calendar days' written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against ACTC shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against ACTC. Termination of the Contract or a portion thereof shall neither relieve the CONTRACTOR of its responsibilities for the completed work nor shall it relieve its surety of its obligation for and concerning any just claim arising out of the work performed.
- b. Termination for Default. ACTC shall have the right to terminate the Contract, in whole or part, if CONTRACTOR fails to observe or perform or is guilty of a substantial violation of any provision of the Contract, after serving at least ten (10) calendar days' written notice to CONTRACTOR of ACTC's intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract. If, after default under this subsection, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, or that ACTC is not entitled to the remedies against CONTRACTOR provided herein, then CONTRACTOR's remedies against ACTC shall be the same as and limited to those afforded CONTRACTOR pursuant to the subsection title Termination for Convenience which appears above.

2.12 INDEPENDENT CONTRACTOR:

CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which ACTC employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents. CONTRACTOR understands and agrees that as an independent contractor, CONTRACTOR and its officers, agents and employees are not entitled to any wages or benefits due to ACTC employees.

2.13 APPROPRIATIONS:

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

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3. INSTRUCTIONS TO PROPOSERS: RFQ 2020-01 INSTRUCTIONS REQUEST FOR QUALIFICATIONS AND EVALUATION PROCEDURES

3.1 GENERAL INSTRUCTIONS

- 3.1.1 One manually signed original and four (4) photocopies of the complete RFQ response must be sealed in a single envelope and clearly marked, "RESPONSE TO REQUEST FOR QUALIFICATIONS: RFQ #2020-01 – CONSTRUCTION MANAGEMENT FIRM " on the outside of the package.
- 3.1.2 Additionally, one manually signed original and four (4) photocopies of the response to the ITB must be sealed in a SEPARATE envelope clearly marked, "RESPONSE TO INVITATION TO BID: ITB #2020-02 – CONSTRUCTION MANAGEMENT FIRM" and submitted at the same time (See Instructions contained in ITB 2020-02.)
- 3.1.3 Once accepted, all original responses and any copies of responses become the sole property of the ACTC and may be retained by the ACTC or disposed of in any manner the ACTC deems appropriate.
- 3.1.4 The RFQ response must contain a manual signature of an authorized representative of the responding firm.
- 3.1.5 Any questions concerning the request for qualifications should be directed to Jim Ousley, Facility Administrator, at (352)337-6234 or ACTCProject@AlachuaCollector.com
- 3.1.6 Your response must arrive to the ACTC address no later than the time and date stated in the advertisement or the extended date as established by any subsequent issued amendment in order to be considered.
- 3.1.7 Responses received after the scheduled receipt time will be marked "TOO LATE" and will be returned unopened to the respondent.
- 3.1.8 ACTC is not liable for any costs incurred by the proposers prior to the issuance of an executed contract.
- 3.1.9 Contents of the proposal of the successful firm will become part of the contractual obligations.
- 3.1.10 Proposals should respond to each item noted in the order noted. Identify responses with the same paragraph notation as this RFQ.
- 3.1.11 Proposals must be typed or printed. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes or corrections may be allowed after proposals are opened.
- 3.1.12 Applications that do not comply with these instructions or those that do not include the requested data will not be considered. Selections will be guided by §287.057, *Florida Statutes*.
- 3.1.13 The selected firm will be notified and announcement of selected the firm will be posted in the lobby of the Alachua County Tax Collector's Office at 12 SE 1st Street, Gainesville, FL 32061 during regular business hours.

Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02

3.2 REQUIRED SUBMITTALS AND SCORING USED TO COMPARE AND EVALUATE FIRMS

The RESPONDENT's response will be in the format as outlined below. The Selection Committee will objectively evaluate the firm's abilities in accordance with the scoring matrix provided in **Appendix A:**

RFQ SCORING (100 POINTS TOTAL)

3.2.1 Letter of Interest (5 points):

Letter of interest detailing the firm's qualifications to meet the referenced selection criteria, including years in business.

3.2.2 Location Rating (5 points):

The location in miles of the proposed primary operating office that will have direct responsibility for this project to 5830 NW 34th Blvd, Gainesville, FL 32653. If outside of Alachua County, describe any factors to be considered for mitigating distance relationships. Rating Table **Appendix B** will be used to evaluate scoring.

3.2.3 Business Structure (Corporation, Joint Venture, Partnership): Registration to operate as a corporation in the State of Florida by the Department of State, Division of Corporations. Current State General Contractor License, Certification or Registration, as required under *Florida Statutes*. Statement whether proposer is a joint venture or prime/subcontractor arrangement of two firms, and if so, indicate how the work will be distributed between the partners. Firms must be properly registered to practice their profession in the State of Florida at the time of application.

3.2.4 Financial Capability (5 points):

Scoring will be based upon information provided by the RESPONDENT in the following documents:

3.2.4.1 Completed Experience Questionnaire and Contractor's Financial Statement (Appendix C).

The firm's financial capability is to be expressed in the financial statement and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project.

3.2.4.2 Audited or reviewed financial statements from the last three (3) years and a letter from the firm's bonding agent. The financial capability should also include the bonding capacity of the firm. The letter from the bonding agent must indicate the firm's aggregate and individual bonding capacities and the A.M. Best Rating of the Surety Company. The Surety Company shall have a minimum rating of "A-" in the latest issue of A. M. Best's Key Rating Guide. The firm will be required to bond on GMP for the project.

3.2.4.3 Describe and explain any litigation, major disputes, contract defaults, and liens in the past ten years.

3.2.5 Insurance Program and Safety Record (5 points):

Please describe your insurance program and safety program, to include accident/injury rate for the past 10 years.

Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02

3.2.6 Related Building Experience (25 points):

Past experience, including examples of renovations, refurbishment, repairs and new construction projects completed by the firm. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

3.2.6.1 List the projects that best illustrate the experience of the firm and current staff that are being assigned to this project. (List no more than 10 projects, and do not list projects completed more than 10 years ago.)

- Name and location of the project
- The nature of the firm's responsibility on this project
- Project owner's representative name, address and phone number
- Project user agency's representative's name, address, and phone number
- Date project was completed or is anticipated to be completed. Provide comparison of original scheduled completion to actual completion date.
- Size of project (gross sq ft of construction)
- Cost of project (construction cost) – provide comparison of original contract amount with final contract amount
- Work for which the staff is responsible
- Present status of this project
- Project Manager and other key professionals involved with projects, and who of that staff that would be assigned to this contract.

3.2.6.2 References: Provide recommendations of previous owners and architects received within the last 3 years.

3.2.7 Scheduling and Cost Control and Information System (5 points):

The firm's scheduling system and cost-control system should be described. Methods for assuring Subcontractors' adherence to schedule should be highlighted. A comparison of the firm's project profile should indicate their ability to hold to original schedules and budgets. The firms should describe any representative current projects and the projected, versus the actual, schedule of each. Describe the functions and capability of your computer-based project management and information system.

3.2.7.1 Do you use or provide computer-generated schedules for the management of construction?

3.2.7.2 To what level of detail should a construction schedule be defined? How do you schedule the processing of shop drawings?

3.2.7.3 How do you coordinate development of schedule information from subcontractors?

3.2.7.4 What is your experience in handling crew loading and coordinated construction scheduling?

3.2.7.5 What is your experience in cost loading of schedules?

3.2.7.6 Attach a sample schedule which best illustrates your overall scheduling capabilities.

Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02

3.2.8 Staffing (40 points)

3.2.8.1 Total Staff and Firm's Experience Profile: Identify the relative size of the firm, including management, technical, and support staff.

3.2.8.2 Office Staff and On-Site Staff: Show the organization chart as it relates to the project indicating key personnel and their relationship. It is the intent of the ACTC to insist that those indicated as the project team in this RFQ response actually execute the project.

3.2.8.3 Office Staff including Technical Staff (15 of 40 total Staffing points):

This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization that it can draw upon, as needed. This includes management, technical, and support staff. Specifically identify technical staff proposed to be associated with the implementation of this contract- project managers, engineers, supervisors, estimators, etc.

- Describe the capabilities of your technical staff to provide the technical services required for:
 - Options Analysis
 - Design Review
 - Budget Estimating
 - Value Engineering
 - Life Cycle Cost Analysis
 - Construction Scheduling
 - Quality Control (Design & Construction)
 - Constructability Analysis
 - Cost Control
 - Change Order Negotiation
 - Claims Management
 - Project Closeout
 - Transition Planning
 - Security Systems

- Give a brief resume of other key office staff persons to be assigned to the project, including but not limited to:
 - Name and title
 - Job assignment for other projects
 - Percentage of time to be assigned full time to this project
 - State number of years with this firm
 - State number of years with other firms
 - Experience
 - ✓ Types of projects
 - ✓ Size of projects (dollar value & SF of project)
 - ✓ What were the specific project involvements?
 - Education
 - Active registration

Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02

- Other experience and qualifications relevant to this project
- Note which projects were fast-tracked

3.2.8.4 On-Site Staff (25 of 40 total Staffing points):

Similarly, the ability and experience of the field staff will be evaluated with specific attention to project related experience. Give brief resume of the on-site staff to be assigned to the project, including but not limited to:

- Name and title
- Job assignment for other projects
- Percentage of time to be assigned full time to this project
- Number of years with this firm
- Number of years with other firms
- Experience
- Types of projects
- Size of projects (dollar value and SF of project)
- Specific project involvement
- Education
- Active registration (P.E., G.C., etc.)
- Other experience and qualifications relevant to this project
- Note which projects were fast-tracked.

3.2.9 Knowledge of the Site and Local Conditions (5 points): The firms should demonstrate their knowledge of the site, local codes and ordinances, local subcontractors and suppliers as an indication of their ability to deliver quality workmanship in an effective and timely manner.

3.2.10 Certified Small Business Enterprise (SBE) Participation (5 points): ACTC encourages each RESPONDENT to make every reasonable effort to include certified SBE participation on any contract award under this RFQ.

RESPONDENT shall comply with the County's Small Business Ordinance set forth in the Code of Ordinances of the County of Alachua, which is incorporated herein by this reference. RESPONDENT shall comply with the small business commitment contained in RESPONDENT's Proposal, or as approved by the Small Business Division. RESPONDENT shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance, shall provide proof of certification and shall allow the ACTC to inspect and audit such records.

**Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02**

4. SELECTION PROCESS

4.1 The Selection Committee:

Will consist of four to five personnel within various ACTC and Alachua County departments.

4.2 2-Step Selection Process – RFQ #2020-01 and ITB #2020-02

- 4.2.1 The final selection will be made based upon cumulative points assigned under the separate RFQ and ITB processes as outlined below. A maximum total of 200 points possible may be assigned for each proposal received and evaluated – 100 points maximum for the RFQ selection process and 100 maximum points for the ITB selection process.
- 4.2.2 The RFQ selection process shall be conducted prior to the ITB selection process. ITB proposals received will not be opened until the RFQ selection process has been concluded and rankings and points assigned.
- 4.2.3 Once the RFQ process is complete, ITB information will be evaluated and points assigned.
- 4.2.4 Both the points for the respective RFQ and ITB selection processes will be added and all proposers will then be ranked based on the cumulative total points assigned (maximum 200 point total).
- 4.2.5 The ACTC will then determine the firm to be selected based on the maximum points assigned to each proposer.
- 4.2.6 Contracts for the management, overhead and profit fee will be executed with the firm ranked highest by the ACTC and as approved by the Tax Collector. The percentage figures provided by the RESPONDENT in the ITB selection process will be the established percentage figures for all work assigned under this contract for the duration of the entire contract period.

4.3 RFQ #2020-01 SELECTION PROCESS

- 4.3.1 The Selection Committee will review all proposals received on time, and score in accordance with the RFQ guidelines and criteria.
- 4.3.2 The Selection Committee will consider and approve the ranking order of the firms. The Committee may establish a “cut-off” point limit in which to only further evaluate proposals that meet or exceed the “cut-off” point limit. Only those firms above the RFQ “cut-off” point limit will be considered under the Step-2 ITB Process.

4.4 ITB #2020-02 SELECTION PROCESS

- 4.4.1 After completing the RFQ selection process, the Selection Committee will open and review all ITB proposals previously received on time. The public will be advised of the opening date.
- 4.4.2 In establishing the ITB points assigned, the Selection Committee will review and verify the percentage figures and total calculated contract amount outlined in the ITB proposal form.

Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02

- 4.4.3 All proposals evaluated will then be ranked from lowest to highest cost to the ACTC for all work assigned based upon the total figure provided in the ITB proposal form. 100 points will be assigned to the firm whose proposal provides the least cost to the ACTC for all construction management fees calculated for work assigned as outlined in the Bid Pricing Sheet-Pricing Table of the ITB. Subsequent proposals will then be assigned points based on a graduated declining scale system (based upon the percentage of cost above the firm with the lowest cost proposal).
- 4.4.4 Points assigned to each proposal under the ITB selection process will then be added to the previous points assigned in the RFQ selection process. The cumulative point total will then be used to rank all firms for final selection.

**Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02**

**APPENDIX A
CONSTRUCTION MANAGER SERVICES CONTRACT SELECTION MATRIX
PROJECT NO. RFQ #2020-01 AND ITB #2020-02**

**Project Name: CONSTRUCTION MANAGEMENT SERVICES CONTRACT
DATE: March 18, 2020 RFQ- ITB Due**

Construction budget: \$ 4,000,000		Date of RFQ Evaluation: March 2020											Date of ITB Evaluation: March 2020										
SELECTION COMMITTEE	PROFILE						RFQ 2020-01 EVALUATION									ITB 2020-02 EVALUATION							
	CORPORATION / JOINT VENTURE	FINANCIAL STATEMENT	YEARS IN BUSINESS	TOTAL STAFF	TOTAL TECHNICAL STAFF	LOCATION-MILES FROM PROJECT SITE	LETTER OF INTEREST	LOCATION RATING	FINANCIAL CAPABILITY	INSURANCE PROGRAM & SAFETY RECORD	RELATED BUILDING EXPERIENCE	SCHEDULING / COST CONTROL	OFFICE STAFF	ON-SITE STAFF	KNOWLEDGE OF SITE AND LOCAL CONDITIONS	SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION	TOTAL - RFQ POINTS	RFQ RANKING	TOTAL VALUE OF CONSTRUCTION CM FEES	TOTAL ITB POINTS	GRAND TOTAL	FINAL RANKING	
PROPOSERS:	DATA						5	5	5	5	25	5	15	25	5	5	100		DATA	100	200		
CMFIRM1																							
CMFIRM2																							
CMFIRM3																							
CMFIRM4																							
CMFIRM5																							
CMFIRM6																							
CMFIRM7																							
CMFIRM8																							
CMFIRM9																							
CMFIRM10																							

**Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02**

**APPENDIX B
LOCATION RATING TABLE**

**5830 NW 34TH BLVD
GAINESVILLE, FL 32653**

MAXIMUM OF 5 POINTS ALLOWED FOR THIS EVALUATION CRITERIA

Location of primary office where majority of work is to be performed

(Primary Office Location) (5 pts Max)

ALACHUA COUNTY	5
SURROUNDING COUNTY	3
ELSEWHERE IN FLORIDA	2
OUTSIDE FLORIDA	1

**Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02**

**APPENDIX C
EXPERIENCE QUESTIONNAIRE AND RESPONDENT'S FINANCIAL STATEMENT**

OWNER'S INSTRUCTIONS

The information listed in the Experience Questionnaire and RESPONDENT's Financial Statement Forms is required to be filed with soliciting agencies prior to award of any contract. In order to expedite the processing of contracts, please complete the enclosed forms in accordance with these instructions.

The RESPONDENT is required to complete all the attached forms. If the bid is a Joint Venture, then each Corporation, Partnership or Individual that is a party to the Joint Venture must complete, individually, each form. All references to "Fiscal Year" in this questionnaire will mean the fiscal year of the RESPONDENT filing this form. *If additional space is required, please attach supplementary pages.*

Heading: Project Title - Indicate title of project as shown in the specifications.
Location - Project location as shown in the specifications.

Sections 1&2: Trade or Trades Being Bid - Insert in box(es) on Page 15 the code number(s) listed below which represent the trade(s) for which you are qualified to bid:

<u>Trade</u>	<u>Code Number</u>
Building Construction	1
Electrical	2
Elevator	3
Food Service	4
Heating, Ventilating & Air Conditioning	5
Laboratory Equipment	6
Landscaping	7
Plumbing	8
Power Plants (Boilers, Equipment & Piping)	9
Refrigeration	10
Roofing	11
Sanitary (Sewage Treatment Plants, Pumping Stations, etc.)	12
Other _____	13

Sections 3-52: Complete in accordance with form.

Section 53: Under "C," list previous business name or names and the number of years you have done business under these names within the past 10 years.

Section 54: From your present payroll, indicate the number of individuals in each category in the "Current" column. Estimate the maximum and minimum number of employees over the previous 3 fiscal years in each category.

Sections 55-61: Complete in accordance with form.

Section 62:

- 1) In Column "C," insert "S" if a subcontractor or "P" if a prime contractor. The balance of section to be completed in accordance with form.
- 2) Billings for 3 fiscal years - Insert year and amount.
- 3) Work-in-progress at the end of the past 3 fiscal years - same as above.

**Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02**

EXPERIENCE QUESTIONNAIRE AND RESPONDENT'S FINANCIAL STATEMENT

Project Title _____

Location _____

Insert code number of trade or trades for which you are qualified to bid on the basis of previous experience in accordance with attached detailed instructions, each in its respective box below:

1.

2.

3. Is your organization currently prequalified with any governmental agency?_____ If so, please list.

4. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification?

If so, please list and describe _____

Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02

5. Submitted by _____
- Address _____
- _____
- _____
- Date _____
6. (Check below)
- A Corporation ()
 - A Co-Partnership ()
 - An Individual ()
 - A Joint Venture ()

The RESPONDENT acknowledges that this Experience Questionnaire and Financial Statement is made for the express purpose of inducing the ACTC to whom it is submitted to award a contract to the RESPONDENT. Further, the RESPONDENT acknowledges that the ACTC may, at its discretion, by means that the ACTC may choose, determine the truth and accuracy of all statements made by the RESPONDENT herein.

**Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02**

FINANCIAL STATEMENT

As of _____ Date

**If audited or reviewed Financial Statement have been provided, do not complete Lines 7-50
and indicate attachment.**

ASSETS

7. CASH* \$ _____

ACCOUNTS RECEIVABLE

- 8. From Government Contracts Completed _____
- 9. From Non-Government Contracts Completed _____
- 10. Claims included in 8 and 9 not yet approved or in litigation \$ _____
- 11. From Government Contracts in Process _____
- 12. From Non-Government Contracts in Process _____
- 13. Claims included in 11 and 12 not yet approved or in litigation _____
- 14. Retainage included in 11 and 12 _____
- 15. Other** (list) _____
_____ _____
_____ _____

NOTES RECEIVABLE

- 16. Due within 90 days** _____
- 17. Due after 90 days** _____

INVESTMENTS

- 18. Listed Securities - Present Market Value _____
- 19. Unlisted Securities - Present Value _____

BID DEPOSITS

- 20. Recoverable within 90 days _____
- 21. Recoverable after 90 days _____

ACCRUED INTEREST

- 22. Receivable on Notes _____
- 23. Receivable on Investments _____
- 24. Other (list) _____
_____ _____

25. REAL ESTATE (Book value or market, whichever is less) _____

Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02

26. INVENTORIES (Not included in receivable billing and at present value) _____

27. EQUIPMENT-NET BOOK VALUE _____

(Supply list by cost, depreciation, net book value)

OTHER ASSETS

28. Contract Costs in excess of Billings \$ _____

29. Cash Surrender Value of Life Insurance _____

30. Receivables from Officers and Employees _____

31. Other (list) _____

Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02

FINANCIAL STATEMENT
(continued)

32. TOTAL ASSETS \$ _____

*Do not include deposits for bids or other Guarantees
**Do not include receivables from officers and employees

ACCOUNTS PAYABLE

33. Due within 1 year _____
34. Due after 1 year _____

NOTES PAYABLE

35. Due within 1 year _____
36. Due after 1 year _____
37. Officers and Employees _____

38. TAXES PAYABLE _____

39. ACCRUED AND ACTUAL PAYROLL PAYABLE _____

40. MORTGAGES PAYABLE _____

OTHER LIABILITIES

41. Federal Income Tax Provision _____
42. Deferred Income _____
43. Other (list) _____
_____ _____
_____ _____

NET WORTH

44. (If individual proprietorship or partnership) _____

CAPITAL STOCK

45. Common Issued and Outstanding _____
46. Preferred Issued and Outstanding _____
47. Treasury Stock \$ _____

CAPITAL SURPLUS

48. Earned Surplus Prior Years _____
49. Earned Surplus Current Year _____

Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02

50. TOTAL LIABILITIES AND NET WORTH \$_____

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

51. Dated this _____ day of _____, 20____

Name of Organization

By: _____

Title: _____

**Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02**

EXPERIENCE QUESTIONNAIRE

52. If a Corporation, answer this:

If a Partnership or Individual Proprietorship, answer this:

Date of incorporation_

Date of organization

In what State_

If a partnership, state whether partnership is general,
limited association _____

Name of Officers _____

Name and address of Partners _____

President _____

Vice President _____

Vice President _____

Secretary _____

Treasurer: _____

53. a. How many years has your organization been in the construction business? _____

b. How many years under your present business name? _____

c. How many years under previous business name? (List other names) _____

SUBSIDIARY OR AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY

OR AFFILIATED COMPANIES

EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

**Request for Qualifications
RFQ #2020-01 And Invitation to Bid ITB #2020-02**

EXPERIENCE QUESTIONNAIRE

(Continued)

NUMBER OF FULL-TIME PERSONNEL WITHIN YOUR ORGANIZATION

	Current	Maximum	Minimum
54. a. Clerical Personnel	_____	_____	_____
b. Engineers & Architects	_____	_____	_____
c. Supervisors, Foremen, or Superintendents	_____	_____	_____
d. Skilled Employees including Technicians	_____	_____	_____
e. Unskilled Employees	_____	_____	_____
f. Estimators	_____	_____	_____
g. Total number of Full-Time Personnel	_____	_____	_____

55. WHAT IS THE CONSTRUCTION EXPERIENCE OF THE PRINCIPALS AND SUPERVISORY PERSONNEL OF YOUR ORGANIZATION? (Asterisk any personnel likely to be assigned to this project)

PRINCIPAL'S NAME	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM

56.

SUPERVISORY PERSONNEL	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM

57. Within the previous 3 fiscal years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof. _____

58. Within the previous 3 fiscal years has your organization been involved in litigation?__. If so, please list and explain nature and current status.

EXPERIENCE QUESTIONNAIRE
(Continued)

59. a. List all non-Alachua County contracts completed by your organization in the previous 3 fiscal years. (If more than 10, list the 10 most recently completed.)

Name of Owner	Name, Location & Description of Project	Type of Work	Name of Design Architect and/or Design Engineer	Original Contract Price	Completion Dates:		
				Final Contract Price	Original	Revised	Actual

EXPERIENCE QUESTIONNAIRE

(Continued)

b. List all Alachua County contracts (only) completed by your organization in the previous 3 fiscal years.

Name of Owner	Name, Location & Description of Project	Type of Work	Name of Design Architect and/or Design Engineer	Original Contract Price	Completion Dates:		
				Final Contract Price	Original	Revised	Actual

With reference to all contracts completed by your organization in the previous fiscal years, as listed previously, answer the following questions:

60. Explain differences in original contract price and in completion dates, if any.

61. Were there any liquidated damages, penalties, liens, defaults or cancellations imposed or filed against your organization? If so, list the name and location of the project, as shown in Column A, explain.

**EXPERIENCE QUESTIONNAIRE
STATUS OF UNCOMPLETED CONTRACTS**

As of _____
(DATE)

62. Give full information about all of your present contracts. In Column C insert "S" if a subcontractor or "P" if a prime contractor, whether in progress or awarded but not yet begun; and regardless of with whom contracted.

A Project Description Location & Owner	B Design Architect And/Or Design Engineer	C Total Amount of Your Contract or Subcontract	D Amount In Column C Sublet To Others	E Uncompleted Amount of Contract
Total				

EXPERIENCE QUESTIONNAIRE
(Continued)

COMPLETE THE FOLLOWING:

Net Total Billings for Previous 3 Fiscal years:

20____ \$ _____

20____ \$ _____

20____ \$ _____

Average Backlog for Previous 3 Fiscal Years: (Estimated total value of uncompleted work on outstanding contract):

20____ \$ _____

20____ \$ _____

20____ \$ _____

End of Appendix C

PART 2 - INVITATION TO BID – ITB #2020-02

Bid Number: ITB #2020-02 (also see RFQ #2020-01)

Facilities Administrator: Jim Ousley, (352)337-6234

Bid Title: CONSTRUCTION MANAGER FIRM

Services Term: Until completion of Project

Bids Received: No later than 2:00 PM, March 13, 2020. Bids received prior to this date will be evaluated per Section 4., Selection Process of the RFQ. All bids received after the specified date and time will be returned unopened.

Submit Proposals/Bids To:

Alachua County Tax Collector, Chief Deputy
12 SE 1st Street
Gainesville, FL 32601

Special Requirements:

This ITB is part 2 of a 2-step selection process. RFQ #2020-01 is part 1 of the process and responses for both the ITB and RFQ must be submitted at the same time in order to be considered. Separate Proposals for the RFP and Bid are to be submitted in separate sealed envelopes.

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all; in addition, I certify that I am authorized to obligate on behalf of the bidder. Bid documents shall be submitted in a sealed envelope clearly marked with this bid number and title, opening date and time.

Legal Name of Bidder: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ Toll Free: _____ Fax: _____

Email Address: _____ Internet URL: _____

Federal ID # or SS #: _____ Duns #: _____

Addenda _____ through _____ received. (if applicable)

Original Manual Signature of Authorized Representative: _____

Printed/Typed Name of Authorized Representative: _____

Title: _____ Date: _____

PART 2 - INVITATION TO BID – ITB #2020-02

The following documents are to be returned with this response to the Invitation To Bid:

1. Bidder Acknowledgement (page 1 - front page of this ITB #2020-02 document)
2. Conflict of Interest Certificate (page 5)
3. EXHIBIT A – Bid Pricing Sheet and following page with Bid Pricing Sheet - Pricing Table (pages 8 and 9)

SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Alachua County Tax Collector, 12 SE 1st Street, Gainesville, FL 32601. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk. **Late bids are not considered** and will be returned unopened.

***** NOTE *****

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened. The response to the ITB must be sealed in a **SEPARATE** envelope clearly marked, **"RESPONSE TO INVITATION TO BID-ITB #2020-02" - CONSTRUCTION MANAGEMENT FIRM"**

Faxed or e-mailed bids will not be accepted.

BID EVALUATION PROCEDURES

Bids will be received publicly at the date and time specified in the ITB. Bids will not be opened at this time. ITB proposals will be subsequently evaluated in accordance with the conditions as outlined in RFQ #2020-01, Section 4. The public will be advised of the ITB bid opening date and time. After final review and selections are complete, arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

The results of this selection will be posted in the lobby of the Alachua County Tax Collector, 12 SE 1st Street, Gainesville, FL 32601, during regular business hours. Award will be made subsequent to approval by the Tax Collector. Bid results or award recommendations will not be given by telephone.

PART 2 - INVITATION TO BID – ITB #2020-02

GENERAL CONDITIONS

1. RESERVATIONS: ACTC reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of ACTC.

ACTC reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon ACTC services, products or workmanship which is, in the opinion of ACTC, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of ACTC to damages for the breach of any covenants of the contract by the contractor. ACTC also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing services similar in nature to those services mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, ACTC reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, ACTC reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of ACTC thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID, THE FIRM SHOULD CONTACT THE FACILITIES ADMINISTRATOR, JIM OUSLEY, IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING THE FIRM'S BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF DEPUTY.

3. TAXES: ACTC is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 85-8012613901C-0.

4. DISCOUNTS: all discounts to be included in bid price.

5. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

6. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

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7. ORIGINAL BIDS: All original bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil **will not** be accepted. Respondents shall submit one manually signed original and four (4) photocopies (see Section 3. of the RFQ #2020-01 for the RFQ Proposal requirement).

8. The required completed Forms outlined in the Bid Pricing Sheet shall be submitted with the ITB proposal. These items **are not to be included** in the response to RFQ 2020-01 and must be submitted in a separate sealed envelope marked as outlined in RFQ 2020-01 Section 1.1.2.

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CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of ACTC requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named ACTC official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 515 North Main Street, Gainesville, Florida, prior to bid opening.

Name	Title or Position	Date of Filing
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_____	_____	_____
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_____	_____	_____
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Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

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NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

Alachua County Tax Collector
Alachua County Administration Building, First Floor
12 SE 1st Street
Gainesville, Florida 32601

We are unable to submit a bid at this time due to the following reason(s):

Name of Firm: _____

Signature _____ and _____ Title: _____

_____ Street Address _____ or _____

P.O. Box: _____ City, State, Zip Code: _____

SHOULD YOU CHOOSE TO RETURN THIS NO-BID FORM: RETURN **ONLY** THIS FORM.
DO NOT RETURN BID PACKAGE.

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SPECIAL CONDITIONS

1. **PURPOSE:** Purpose of this bid is to establish a contract for Construction Manager at Risk services. The term of the contract will be until project completion.
2. **AWARD:** Award will be in accordance with Section 4 of the RFQ #2020-01.

In the event of tie bids - In the bidding process, when identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

- a) a vendor that is located in Alachua County, Florida.
 - b) a vendor that is located in the State of Florida.
 - c) a coin toss by the Chief Deputy shall be held at the location where the bids were opened. The tie low bid vendors will be invited to be present as witnesses.
3. **QUESTIONS:** Any questions and/or request for additional information should be directed to Jim, Ousley, Facilities Administrator, via email at ACTCProject@AlachuaCollector.com placing this bid number (ITB # 2020-02) in the subject header. Interpretations or clarifications in response to such questions will be issued in the form of written addenda posted to the Tax Collectors website, www.AlachuaCollector.com, to all parties as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on ACTC.
 4. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the original Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.
 5. **METHOD OF PAYMENT:** The Owner will make payments in one of two methods – either by direct check issuance or credit card. The Construction Manager must elect which payment option they choose to be paid at the beginning of the contract period. If direct check issuance is chosen, the Construction Manager may elect the e-payable/credit card method at any time during the contract; however, once this option is elected, no further changes may be made unless approved by the Owner. At the Owner's sole option, the Owner may change the direct check issuance to an Automated Clearing House (ACH) method of payment. Payment shall be made in accordance with the Florida Prompt Payment Act of the Florida Statutes.
 6. **AVAILABILITY OF FUNDS:** The obligations of ACTC under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Department of Revenue of the State of Florida and authorized by the Tax Collector.
 7. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.

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Exhibit A
BID PRICING SHEET

1. The Bidder proposes and agrees to furnish all labor, material, and equipment necessary to accomplish projects as requested by the ACTC. The Construction Manager’s (CM) Fee shall be as established in the matrix below.
2. Bid Pricing Instructions- **Bidder is required to insert values in Columns B, C, and E** as follows:
 - a. Using the Matrix below, the ACTC has provided an ESTIMATED TOTAL PROJECT CONSTRUCTION VALUE (Column D).
 - b. **The Bidder is required to insert the proposed percentage value in each Column B and Column C for the CM fees.**
 - c. **The TOTAL VALUE OF PRE-CONSTRUCTION AND CM FEES (Column E) is determined by multiplying the sum of Columns B and C by Column D.**
 - d. The Bidder is not to alter the values assigned in Columns A or Column D. Any changes to these values will result in disqualification of the Bid.

In the event of a discrepancy between the values provided in Columns B and C and the calculated value in Column E, the numeric value in Columns B and C shall govern and the value in Column E will be adjusted to reflect such.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

Notwithstanding anything to the contrary in the ITB or RFQ documents, the ESTIMATED TOTAL PROJECT CONSTRUCTION VALUE is an estimate subject to change and shall not be deemed a guarantee of volume of work available or actual amount of work. The ACTC reserves the right to change the estimated amount of work and the Bidder agrees to provide the same percentage Fees for each category as provided in the Matrix.

PRINTED/TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE/DATE

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**EXHIBIT B
BID PRICING
SHEET PRICING TABLE**

ITB 2020-02 CONSTRUCTION MANAGEMENT FIRM

BID PRICING SHEET

COLUMN A	COLUMN B UNIT PRICE	COLUMN C UNIT	COLUMN D	COLUMN E TOTAL
Project Construction Value	Pre- Construction Services Fee (%)	CM FEES FOR SERVICES INCLUDING ALL OFFICE AND FIELD OVERHEAD & PROFIT (%)	ESTIMATED TOTAL PROJECT CONSTRUCTION VALUE	TOTAL VALUE OF PRE- CONSTRUCTION AND CM FEES ((COLUMN B +COLUMN C) X COLUMN D)
Estimated \$ 3,000,000			\$ 3,000,000	\$ -

NOTES:

- Column C –Job Specific Project Management and Field Supervision should not be included in this percentage figure. Project Management and Field Supervision will be negotiated separately for this project based on pre-approved hourly rates, duration, and complexity of project.**

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**EXHIBIT C
“SAMPLE” BID PRICING SHEET**

**EXPLANATION OF CM FEE COST PERCENTAGES FOR PRECONSTRUCTION AND
CONSTRUCTION PHASE SERVICES**

GMP CALCULATION WORKSHEET

LINE ITEM	DESCRIPTION				COSTS
		PRE-CON FEES%	EST DIRECT COSTS	ACTUAL BID AMOUNT (EST.)	
	PRE-CONSTRUCTION Fees (CM Pre-Con \$ x Est Const Value)	1%	\$ 3,000,000		\$ 30,000
	(SEE EXHIBIT A FOR PRE-CON RATES)				
CM CONSTRUCTION PHASE FEES					
A	DIRECT COSTS OF PROJECT BIDS - ESTIMATED			\$ 3,000,000	\$ 3,000,000
	(SEE EXHIBIT C FOR SPECIFIC PM/SUPT RATES)	# HOURS	LABOR RATE		
B	PROJECT MANAGER	1040	\$ 80		\$ 83,200
B	SUPERINTENDENT (Negotiated at Set Hourly Rate)	2080	\$ 55		\$ 114,400
C	SUBTOTAL-DIRECT COSTS & PM/SUPT (A+B)				\$ 3,197,600
		CONTINGENCY %			
D	CONTINGENCY (X% OF C)	3%			\$ 95,928
E	SUBTOTAL DIRECT COSTS & CONTINGENCY (C+D)				\$ 3,293,528
		CM FEE %			
F	CM FEE (CM OFFICE& FIELD OHP% x E)	8%			\$ 263,482
		INSURANCE FEE %	BOND FEE %		
G	INSURANCE COSTS (% x (E+F))	0.50%			\$ 17,785
H	BOND COSTS (% x (E+F))		1.00%		\$ 35,570
	TOTAL GMP (E+F+G+H)				\$ 3,610,365

This “sample” pricing sheet will be used when submitting an actual GMP to the ACTC. Proposers please update highlighted figures in the GMP Calculation Worksheet.

Following are explanations for the various items needed to complete the pricing sheet (Exhibit B):

1. FROM EXHIBIT A – PRECONSTRUCTION PHASE FEE – ESTABLISHED SET PERCENTAGE BASED ON ITB BID %

For the performance of Preconstruction services, when requested by the Owner, including profit and overhead related to these services, the total fee will be established based on a percentage of the estimated Direct Costs of the Project construction value. The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments shall be established.

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Pre-Construction Phase Fees will only be allowed when the services are requested by the Owner and performed by the Construction Manager.

2. DIRECT COSTS OF THE PROJECT

- A. Cost of all materials, supplies and equipment incorporated in the work, including costs of transportation and storage thereof.
- B. Payments due to Subcontractors from the Construction Manager or made by the Construction Manager to Subcontractors for their work performed pursuant to written trade contracts under this Agreement, not to exceed the amount agreed upon in the GMP.
- C. Sales, use and gross receipts taxes related to allowable direct costs of each project imposed by any governmental authority, and for which the Construction Manager is liable.
- D. Subject to the prior written approval of the Owner, wages paid for direct labor (as opposed to wages paid to project manager or supervisory personnel) in the direct employ of the Construction Manager times a multiplier of 1.5 to cover fringe benefits.
- E. Special permit fees specifically for each project. Permit fees do not include costs for normal company operations and/or review/ approval and inspection processes with Alachua County Code Enforcement or other regulatory agencies.
- F. Special testing requirements for each specific project as agreed upon by the Owner.
- G. Cost incurred due to an emergency affecting the safety of persons and/or property.
- H. Rental charges on all necessary equipment and machinery for the specific project only, including installation, repairs and replacement, dismantling, removal, costs of lubrication, transportation and delivery thereof, which are used in the support of the Construction Manager's own forces in the performance of the work at rental charges consistent with those prevailing in the area. Does not include Construction Manager vehicles, phones, etc. or subcontractor's rental equipment or tools.
- I. Does not include General Conditions.

3. PROJECT MANAGEMENT AND SUPERINTENDENT

Upon award of contract, hourly rate to be established for Project Managers and Superintendents to be assigned to each project. Rates to include basic hourly rate, labor burden including the cost of all pension contributions, hospitalizations, bonuses, vacations, medical insurance, taxes for unemployment compensation, and other company overhead expenses for assigned equipment, including vehicle allowances, tools, phones, travel, gas, and per diem. The rates will be established based on audited expenses for each individual and will become a part of the contract. For each project the actual amount of time will be negotiated for Project Management and Supervision and will be included as a Direct Cost.

4. CONTINGENCY

Construction Manager Contingency may be utilized with the Owner's concurrence for other Costs not included as part of the Direct Costs of the Project. The Contingency amount will be negotiated prior to issuance of the GMP and will become a part of the GMP.

5. FROM EXHIBIT A – CONSTRUCTION MANAGER SERVICES FEE – INCLUDES HOME OFFICE & FIELD OFFICE OVERHEAD, AND PROFIT- ESTABLISHED SET PERCENTAGE BASED ON ITB BID PERCENTAGE

A. Home Office Overhead

- 1) Salaries or other compensation of the Construction Manager's employees at the principal office and branch offices, including Project Engineer, Project Executives and consultants not at the Project site, including all labor burden, bonuses, etc. associated with those individuals.
- 2) General operating expenses related to this project of the Construction Manager's principal and branch offices.

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- 3) The costs of all data processing staff.
- 4) General home office operating expenses incurred in the management and supervision of the project, including telegrams, phone services, postage, office supplies, expressage, and similar items in connection with the work.
- 5) All travel and per diem costs of the Construction Managers' employees and consultants as approved by the Owner.
- 6) The costs of estimating services which may be required.

B. Field Office Overhead

- 1) Job site office supplies including, but not limited to, paper, pencils, paper clips, file folders, staples, and janitorial supplies.
- 2) Salaries or other compensation of the Construction Manager's supervisory, technical, administrative and clerical employees at the job site, excluding the specific assigned Project Manager and Superintendent as outlined in Direct Costs. The Construction Manager's personnel to be assigned to the site during the Construction Phase under the job site management and supervision expenses, their duties and responsibilities and the duration of their assignment will be established for each specific project.
- 3) General field operating expenses incurred in the management and supervision of the project, including office trailer, project signage, communications equipment and services, temporary utilities, water, ice, small tools and consumables, temporary fencing, clean-up and waste disposal, hauling, jobsite toilets, custodial, photographs, permits, testing, telegrams, postage, office supplies, expressage, and similar items in connection with the work.
- 4) Costs of bidding including document reproduction for bid sets, facsimile transmissions, and bid advertisements.
- 5) Leasing of any facilities required for each project including any offsite storage space.
- 6) Costs incurred to provide site safety.
- 7) Costs of surveys, measurements and layout work required as part of the project.

C. Overhead And Profit - For overhead, profit and general expenses of any kind.

6. INSURANCE AND BONDS - Costs of the actual premiums for all insurance and bonds which the Construction Manager is required to procure by this Agreement specifically for each construction project. Please provide estimate based on current market conditions and estimated project size.

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**EXHIBIT D
CONSTRUCTION TEAM
ASSIGNED REPRESENTATIVES**

Owner

ACTC Facilities and Operations

Project Managers

Jim Ousley

Architect/Engineer

Assigned by Owner

Construction Manager Key Personnel and Hourly Billing Rates

PERSON'S NAME	ROLE IN FIRM	HOURLY BILLING RATE \$ (INCLUDING Labor Burden)
	Sr. Project Manager	
	Project Manager	
	Superintendent	
	Superintendent	
	Superintendent	

NOTE 1: For Project Manager and Superintendent ONLY- Hourly Rates to include basic hourly rate, labor burden including the cost of all pension contributions, hospitalizations, bonuses, vacations, medical insurance, taxes for unemployment compensation, and other company overhead expenses for assigned equipment, including vehicle allowances, tools, phones, travel, gas, and per diem. The rates will be established based on audited expenses for each individual and will become a part of the contract. For each project the actual amount of time will be negotiated for Project Management and Supervision and will be included as a Direct Cost.