

**Request for Proposals for:  
Redington Beaches Emergency  
Medical Services Station**

**RFQ#24-09**

**City of Madeira Beach**

**300 Municipal Drive**

**Madeira Beach, Florida 33708**

**Point of Contact:**

**Clint Belk, Fire Chief**

**PROPOSALS DUE: August 23, 2024, no later than 1:00 p.m.**

**Request For Qualifications (RFQ)**  
**Construction Management (At Risk) Services**  
**Redington Beaches Emergency Medical Services Station**

**Project Description:** The City of Madeira Beach (“City”), Town of North Redington Beach (“Town”) and Pinellas County (“County”) is seeking a proposal from construction management firms (“Firm” or “Proposer”) for the construction of a two story municipal fire station project (“Project”). The City of Madeira Beach will provide oversight for the Town and County. Madeira Beach Fire Department currently operates one (1) fire station in the City of Madeira Beach and provides fire suppression for Redington Beach, North Redington Beach and Redington Shores through interlocal agreements. The vacant lot located at **190 173<sup>rd</sup> Avenue E, North Redington Beach, FL 33708** is the focus of this project.

The City intends to design and construct a new Emergency Medical Services (EMS) station that will serve the aforementioned three Redington communities to assist in response time delays for EMS services.

The new EMS station will be constructed on the existing vacant lot located at **190 173<sup>rd</sup> Avenue E, North Redington Beach, FL 33708** therefore, the design is limited to the existing space available.

The basic design of the new fire station shall include, but is not limited to: a “zoned” design approach to reduce the spread of contaminants throughout the station; **First Floor:** one (1) drive-thru apparatus bay; bunker gear storage; an OSHA-certified decontamination room; two (2) storage bays for the Town equipment (diesel and gasoline); an emergency generator; medical supply room; a biohazard area; **Second Floor:** will include three (3) bunkrooms with appropriate restroom/shower facilities; three (3) office spaces (fire department, law enforcement, town staff/storage as needed); kitchen and dining areas; living/day room; and any other required amenities. The design concepts of the EMS station shall include a two-story proposal.

**[Remainder of Page Intentionally Left Blank]**

Proposal submittals will be reviewed and ranked by the Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Proposals. The Committee will recommend its ranking of the top Firm to the City Commission for approval, along with their recommendation to proceed with negotiation of a contract to perform the proposed work. Selection will be made in accordance with the Florida Consultants Competitive Negotiations Act, Fla. Stat. § 287.055. The City reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

The responsibility for obtaining, completing, and submitting Proposal Statements to the City shall be solely and strictly the responsibility of the Proposer. The entire response package shall be enclosed in a sealed envelope or container and shall have the following information clearly printed or written on the exterior of the envelope or container:

**Redington Beaches EMS Station; RFP#24-09, and the name of the Respondent (person or entity responding to this Notice).** Sealed responses must be received by either mail or hand delivery, no later than ***August 23, 2024, no later than 1:00 p.m.*** Delivery must be during normal working hours, and any response received after the above-stated deadline will be returned, unopened, and will not be considered.

City employees shall in no way be responsible for delays caused by the United States mail or other delivery services, or caused by any other occurrence.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

# **REQUEST FOR PROPOSALS CONSTRUCTION MANAGEMENT (AT RISK) SERVICES**

**Redington Beaches Emergency Medical Services Station**

**RFP#24-09**

All Firms and their agents are hereby placed on notice that they are not to contact members of the City, Town or County Commission or staff, with the exception of the designated liaison identified herein. Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Proposals (“RFP”) and written correspondence in regards to this RFP is to be submitted to **City of Madeira Beach, 300 Municipal Drive, Madeira Beach, FL 33708**.

## **I. GENERAL TERMS AND CONDITIONS**

- 1.** All responses shall become the property of the City and may be returned only at the City's option. Information contained in the proposal submittals will not be disclosed during the evaluation process.
- 2.** All Proposers must read and comply with the statement on Public Entity Crimes prior to entering into a Contract with the City.
- 3.** The City will not reimburse Proposer for any costs associated with the preparation and submittal of any responses to this RFP.
- 4.** Proposers acknowledge that all information contained within the Proposal to this RFP is public record to the extent required by State of Florida Public Records Laws. Financial statements are exempt from disclosure under Fla. Stat. § 119.07(1)(c). The details of the RFP documents will remain exempt from public records until final selection.
- 5. Examination of Records.** The Proposer shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the proposer for a minimum of one year from the date the contract is completed and accepted by the City. If any litigation, is started before the expiration of the one year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Proposers shall be authorized to retain microfilm copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by any Proposer is subject to these requirements and the Proposer is required to so notify any such subcontractor(s).

**6.** The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All Proposers must disclose with their responses the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the respondent's firm or any of the respondent's branches/subsidiaries.

**7.** Proposers, their agents, and associates shall refrain from discussing or soliciting any City official regarding this RFP during the selection process. Failure to comply with this provision will result in disqualification of the respondent. **Only the designated liaison listed in this RFP may be contacted.**

**8.** Non-discrimination: Respondent shall not discriminate as to race, sex, color, creed, handicap, or national origin in the operations conducted under this engagement.

**9.** Due care and diligence have been exercised in the preparation of this RFP. The responsibility for determining the full extent of the services required rests solely with those making responses. Neither the City nor its representatives shall be responsible for exercising the professional judgment required in determining the final scope of services which may be required.

**10.** All timely Proposals set forth in the Submittal Requirements for Proposers to this RFP will be considered. Proposers are cautioned to clearly indicate any deviations from these qualifications. The terms and conditions contained herein are those desired by the City and preference will be given to those Proposals in full or substantially full compliance with the requested qualifications.

**11.** The City, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, request clarification of information from respondents, to reject any and all responses in whole or in part, with or without cause, and to accept any response, if any, which in the City's judgment, will be in the City's best interest.

**12.** Any interpretation, clarification, correction, or change to the RFP will be made by written addendum issued by the Public Safety Department. Any oral or other type of communication concerning the RFP shall not be binding. All questions must be submitted in writing and directed to:

**Fire Chief Clint Belk**

250 Municipal Drive

Madeira Beach, FL 33708

[cbelk@madeirabeachfl.gov](mailto:cbelk@madeirabeachfl.gov)

**13.** Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer's organization to the performance of the services contemplated by this RFP.

**14.** Any Proposals submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Proposals. Withdrawal of any Proposal will not prejudice the right of the respondent to submit a new or amended Proposal as long as the City receives the Proposal by the deadline as provided herein. The successful respondent shall hold harmless, indemnify and defend the City, its Council members, employees, representatives, and agents against

any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind of nature arising out of or incidental to respondent's services under this Agreement.

**15.** For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the response deadline to this RFP. Should an extension occur, all firms who received a RFP will receive an addendum setting forth a new date and time for the response deadline.

## **II. SPECIAL TERMS AND CONDITIONS**

**1.** The successful Proposer shall be required to submit proof of licenses or certifications as required by the City and the State of Florida.

**2.** The successful Proposer shall be required to enter into a contract that will be provided by the City that substantially reflects the requirements of the projects and its RFP. The City reserves the right to waive/adjust any minor inconsistencies between the RFP and the finalized contract between it and the successful Proposer. The City anticipates using a contract similar to the contractual format established by the State of Florida Department of Management Services for the Construction Agreement between Owner and Negotiated General Contractor/Construction Manager.

**3.** The successful Proposer shall hold harmless, indemnify, and defend the City, its Council members, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind of nature arising out of or incidental to this work.

**4. The successful Proposer shall not be allowed to substitute project team members named in this response without prior written permission from the City.**

**5.** The successful Proposer, prior to the signing of a contract and before starting any work on this project, will be required to submit certificates of insurance, and payment and performance bonds.

**6.** In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

## **III. GENERAL SCOPE OF SERVICES**

The Construction Manager, if selected to enter into a contract with the City, will provide a Guaranteed Maximum Price (GMP) for the total construction cost, provide Performance and payment Bonds for the full value of the GMP, and will hold all trade contracts. The City anticipates the following general scope of services, but reserves the right to modify, add, or delete any services listed on the next page.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]**

**a. Design Phase (in conjunction with the services of the Architect) should include, but is not limited to:**

- Design review and input
- Total Project Schedule
- Construction cost estimate (including total project cost, draft GMP, and updated GMP)
- Value engineering and construction alternatives
- Coordination and interface of the contract documents general conditions, special conditions, trade contractor bid packages, etc.
- Construction Planning
- Development of trade contractor bid packages and recommendation on the clarification of responsibilities for trade contractors
- Market stimulation for trade contractor bidding
- Construction trade contractor pre-qualifications
- Site utilization planning before and during construction
- Identification of significant direct purchase items and/or long lead items; and
- Plans and Specification reviews including design development, construction documentation, and constructability review.

**b. Construction Phase should include, but is not limited to:**

- Project meetings
- Scheduling, updates, and planning
- Estimating, including final GMP
- Bidding (selection of the trade contractors and/or material suppliers for the project and bidding must comply with the City's procurement provisions within its Code of Ordinances to the best of the Construction Manager's ability)
- GMP (not to exceed total for the costs of the physical construction and the general conditions necessary for the total construction of the project)
- Trade contract procurement and administration
- Owner-furnished materials
- Cost control
- Project record keeping
- Direct purchasing of materials to recover sales tax in coordination with the City and State requirements
- Site management such as project control, supervision, scheduling, planning, quality assurance, quality control, safety, etc.
- Physical construction
- Information Management
- Change Orders/claims management
- Permitting
- Special inspection coordination (geotechnical, materials testing, threshold inspection, etc.)
- Reporting
- Shop drawings submittals/document control field as-built
- Substantial completion, final completion, warranty compliance inspection, building commissioning, etc.
- Move-in and occupancy coordination, as needed, including training of City personnel; and
- Warranty management.

#### **IV. SUBMITTAL REQUIREMENTS – PROPOSAL STATEMENTS**

Proposal Statements and Cost Proposals will be evaluated on the basis of the written document. As such, the documents must be complete, concise, and clear as to the intent of the Proposer. In order to maintain competitiveness and for ease of evaluation, responses to this RFP must be responsive to the following and presented in this format and order:

**1. COVER LETTER.** Describe your Firm or team's interest and commitment in providing construction management services to the City. The letter shall be signed by a person authorized to negotiate a contract with the City. (Not considered in the 20-page count of the proposal.)

**2. STAFFING, SUB-CONTRACTORS, TEAM EXPERIENCE, AND UNDERSTANDING OF PROJECT & OBJECTIVES.** Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar projects. Include an organization chart and provide a matrix including which projects team members have worked on together in the past. A discussion demonstrating the Proposer's understanding of the project, the goals, the services to be provided, and their significance to the City's overall goals.

**3. WORK PLAN APPROACH AND SCHEDULE.** Discuss your Firm's understanding of the scope of work to be performed and level of effort expected to be performed by each resource. Include an itemized table of estimated person hours by professional classification (or team member) to quantify the level of effort. Describe the method that will be used for scheduling, coordination, management of overall project costs, quality assurance/quality control, and list key or potential issues/risk you may deem critical to this project.

**4. RESUMES.** Include single-page resumes of the engineers, technicians, key personnel, and sub-contractors (if any) to be assigned to the project. It is expected that designated key staff will remain for the duration of the project. Key staff substitution will be allowed only after an interview and concurrence with the City. (Not considered in the 20-page count of the proposal.)

**5. RATE SCHEDULE.** The Proposer shall provide the most current rate schedule that includes the rates of all applicable staff that may be assigned to this project. (Not considered in the 20-page count of the proposal.)

**6. COST CONTROL.** For two (2) of the Projects listed in response to Number 2 above, describe cost-control methods for the design and construction phases. How did you develop cost estimates and how often were they updated? Provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of successful value engineering to maintain project budgets without sacrificing quality. Include a sample of a cost estimate. (Note: follow instructions for Work Product Samples included in this section of the RFP when submitting this example).

**7. CONFLICT RESOLUTION.** For two (2) of the Projects listed in response to Number 2 above, describe conflicts or potential conflicts with the Owner, Architect, Engineer, or trade contractors, and describe the methods used to prevent and/or resolve those conflicts.



**8. JOINT VENTURE.** Is the Proposer a joint venture? If so, describe the division of responsibilities between the participating firms, the offices (location) that will be the primary participants, and the percent interest of each firm.

**9. REFERENCES.** Provide at least five (5) references (name, agency, title, address, and telephone number) for recent similar or related work. (Not considered in the 20-page count of the proposal.)

**10. OTHER RELEVANT INFORMATION & EXCEPTIONS.** Provide additional relevant information that may be helpful in the selection process including any exceptions taken to the City's standard agreement. (Not considered in the 20-page count of the proposal.)

**11. CONFIRMATION OF ACCEPTANCE.** By submission of a response to this RFP, the Proposer makes the following acknowledgments/certifications. Include a signed and notarized statement indicating confirmation of acceptance.

**a.** Your firm/organization/joint venture consents that proposals will not be accepted from any company, firm, person, or party, parent, or subsidiary, against which the City has an outstanding claim, or a financial dispute relating to prior contract performance with the City. At any time the City discovers such a dispute during any point of evaluation, the Proposal will not be considered further.

**b.** Through a statement of disclosure, your firm/organization/joint venture will provide sufficient detail of any relationship, especially financial, between members of your firm and any City employees or their family members. This will allow the City to evaluate possible conflicts of interest. The City will determine whether the extent of any conflict of interest will disqualify the respondent.

**c.** Regarding information furnished by the applicant herewith, and as may be provided subsequently (including information presented at interview, if shortlisted).

**d.** All information of a factual nature is certified to be true and accurate.

**e.** All statements of intent or proposed future action (including the assignment of personnel and the provision of services) are commitments that will be honored by the Proposer if awarded the contract.

**12. IT IS ACKNOWLEDGED THAT:**

**a.** If any information provided by the Proposer is found to be, in the opinion of the Selection Committee of the City Commission, substantially reliable, this Proposal may be rejected.

**b.** The Selection Committee or City Commission may reject all proposers and may stop the selection process at any time.

c. The selection of finalists for interview will be made on the basis of information provided herein. The interviewed Proposers will be ranked based on their response to the interview questions, and results of reference checks.

d. It is understood that this Proposal must be received by the City of Madeira Beach, 300 Municipal Drive, Madeira Beach, FL 33708, **no later than 1:00 PM on August 23, 2024.**

e. The Proposer has not been convicted of a public entity crime within the past thirty-six (36) months, as set forth in Section 287.133, *Florida Statutes*.

#### **V. SUBMITTAL GUIDELINES**

The responsibility for obtaining, completing, and submitting Proposal Statements to the City shall be solely and strictly the responsibility of the Proposer. The entire response package shall be enclosed in a sealed envelope or container and shall have the following information clearly printed or written on the exterior of the envelope or container:

***Redington Beaches Emergency Medical Services Station***

**The name of the Respondent (person or entity responding to this RFP).**

The Proposal shall contain 8-1/2" x 11" sheet sizes for the text and 11" x 17" sheet sizes for any drawings. Proposals shall not be more than twenty (20) pages.

The envelope shall be addressed to:

**City of Madeira Beach**

**Ref: Redington Beaches EMS Station**

**300 Municipal Drive**

**Madeira Beach, FL 33708**

Proposers shall submit Responses consisting of one (1) bound original, eight (8) unbound copies, and one (1) electronic copy in a searchable PDF format provided on a flash drive. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the RFP response must be numbered in a manner to be uniquely identified. RFP responses must be clear, concise, and well organized.

Sealed responses must be received by the Office of the City Clerk, either by mail or hand delivery, no later than **1:00 PM on August 23, 2024**. Delivery must be during the City Hall's normal working hours, any response received after the above stated deadline will be returned, unopened, and will not be considered.

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting contract. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

**a. Additional Submittal Information**

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

All costs incurred during Proposal preparation or in any way associated with the Proposer's preparations, submission, presentation, or oral interview, if held, shall be the sole responsibility of the Proposer.

If awarded a contract, the Proposer shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City. Firms are liable for all errors or omissions contained in their proposals.

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Work required under this RFP; (2) Proposer comprehends all conditions that may impact the Proposal; (3) Proposer has reviewed of all addenda; and (4) Proposer is capable of providing the equipment, goods, and services necessary to perform the work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposer's own risk. A Proposer shall have no claim against the City based upon ignorance or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the resulting contract shall not be cause to alter any term of the resulting contract, nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation. All Proposals and prices set forth therein shall be deemed to include applicable taxes. The Proposer shall be appropriately licensed in accordance with the laws of the State of Florida for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

**b. Non-Obligation**

The City retains sole discretion to evaluate proposals and may make an award to the Proposer that the City deems to have the most responsive Proposal. Receipt of Proposals in response to this RFP does not obligate the City in any way to engage any Proposer, and the City reserves the right to reject any or all Proposals, wholly or in part, at any time, without penalty. The City also reserves the right to, in its sole discretion, conduct interviews of the top-ranked Firms that timely and fully respond to this RFP before awarding this Project to the successful Firm. The City shall retain the right to abandon the Proposal process at any time prior to the actual execution of a contract with a Proposer, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any contract entered into.

### **c. Designated Contact**

The awarded Proposer shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms of the final contract.

### **d. Insurance Requirements**

Include proof of insurance furnished by the Proposer's carrier to guarantee the Proposer is insured. The awarded Proposer must file with the City certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

**Liability Insurance:** The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with the City, 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 Proposer, his agents, representatives, employees, or subcontractors with the following liability coverage's limits and with no less than:

**Comprehensive General Liability:** \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** \$5,000,000 per accident for bodily injury and property damage.

**Employer's Liability:** \$100,000 each employee, each accident, and \$100,000 each employee/\$500,000 policy limit for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.

**Professional Liability/Malpractice/Errors or Omissions:** \$1,000,000 per occurrence as appropriate for the type of business engaged in by the Proposer shall be purchased and maintained.

**Workers' Compensation:** Proposer will obtain and maintain during the life of the final contract workers' compensation insurance in accordance with the laws of the State of Florida, for all of Proposer's employees employed at the site of the Project.

### **e. Assurances**

The Proposer shall provide a statement of assurance that the Proposer is not presently in violation of any statutes or regulatory rules that might have an impact on the Firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply.

**f. No Collusion**

By offering a submission to this RFP, the Proposer certifies that no attempt has been made or will be made by the Proposer to induce any other person or firm(s) to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and no person other than those therein mentioned has/have any interest in this submission or in a contract to be entered into by the City and a Proposer. Any prospective Proposer shall make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

**g. Termination**

The resulting contract of this RFP may be canceled by the City when:

- i. Sufficient funds are not available to continue its full and faithful performance of the resulting contract;
- ii. Sub-standard or non-performance of the resulting contract;
- iii. The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party;
- iv. The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

**h. Submittal Withdrawal**

After submittals are opened, corrections or modifications to submittals are not permitted, but a Proposer may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- i. That the Proposer acted in good faith in submitting the submittal;
- ii. That in preparing the submittal, there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the Proposer;
- iii. That the error was not the result of gross negligence or willful inattention on the part of the Proposer;
- iv. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal;
- v. The Proposer submits documentation and an explanation of how the error was made.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]**

## **VI. SCHEDULE AND SUBMITTALS**

The City's target dates are as follows:

Release of RFP: July 26, 2024

Proposal Due: August 23, 2024

Design Contract Award: Recommendation to City Commission at Workshop August 28<sup>th</sup>, final approval at Regular Meeting September 11<sup>th</sup>)

Completion of Bid Documents: September 12, 2024

Construction Commencement: Fiscal Year 2024

Construction Completion: Fiscal Year 2025, early Fiscal Year 2026

## **VII. CITY RESPONSIBILITIES**

a. The City will provide access to the Madeira Beach Fire Station ("Fire") upon advance request from the Firm and approved appointment by Fire.

b. Provide any existing studies or analysis, if available, for the Proposer to review.

## **VIII. EVALUATION AND SELECTION PROCESS**

Proposals will be screened and the top candidates will be reviewed by a selection committee. The proposals for the top candidates will be verified and references will be checked. In reviewing the proposals, the City will carefully weigh:

- Firm's understanding of the City's desires and general approach to completing the work;
- Firm's experience with contracts of similar complexity and magnitude;
- Qualifications of the staff and sub-contractors being assigned to this project;
- Demonstrated ability of the Firm to perform high quality work, to control costs, and to meet time schedules;
- Ability to work effectively and collaboratively with City staff.

Firms will be evaluated in accordance with the weighted criteria listed below. All criteria will be graded on a 1–10 scale, with 1 being the lowest score possible and 10 being the highest score.

Category Rating (1-10) Weight (1-5) Total

1 Experience with Implementation of Similar Projects 4

2 Qualifications of Staff Members Assigned to This Project 3

3 Approach and Understanding of the City's Needs 5

4 Location of Firm and Staff Assigned to this Project 5

5 Overall Ability to Execute Services in a Fiscally Responsible Manner 4

6 Reference Report 3

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]**

Other qualifications/criteria as deemed appropriate by the Fire Chief or the panel reviewing the Proposals.

The City will begin contract negotiations with the Firm determined to be the most qualified. In the event that a contract cannot be negotiated with the first Firm, the City reserves the right to negotiate with the next qualified Firm(s) until a contract can be reached.

Compensation which is determined to be fair, competitive, and reasonable will be considered during the negotiations of a final contract with the selected Proposer.

Payment for the Project will be on a lump sum basis. Progressive payments will be made but will not exceed the percent as listed for each level.

#### **IX. APPLICABLE LAW AND VENUE**

This RFP and all Proposals thereto shall be governed by, construed, and interpreted in accordance with the laws of the state of Florida without regard to the conflicts of law principals in any resulting contract between the selected and successful Proposer. Each of the parties hereto: (1) irrevocably submit itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida, for any state court action arising out of the resulting contract from this RFP between the City and the successful Proposer, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of the resulting contract from this RFP between the City and the successful Proposer; and (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action, or other proceeding, (i) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party thereto is brought in an inconvenient forum or that venue of such suit, action, or proceeding is improper, or that the resulting contract from this RFP between the City and the successful Proposer or the subject matter hereof may not be enforced in or by such courts.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]**

## Certification of Information Provided

I certify that the information and responses provided on this submittal are true, accurate, and complete. The owner of the project or its representatives may contact any entity or reference listed in this submittal. Each entity or reference may make any information concerning the Firm available to the owner.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

As \_\_\_\_\_ (title)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned

authority, personally appeared \_\_\_\_\_, to me known to be the individual described in

and who executed the forgoing instrument as \_\_\_\_\_ (title) of the firm of \_\_\_\_\_ and acknowledged the execution of same, for and on

behalf of and

as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name)

Personally known \_\_\_\_\_

Or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_



**ATTACHMENT "A"**

**PUBLIC ENTITY CRIME AFFIDAVIT**

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental 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.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]**