

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

**REQUEST FOR QUALIFICATIONS #2023-01
CONSTRUCTION MANAGEMENT AT RISK SERVICES
(CONTINUING CONTRACT)**

Hardee County Industrial Development Authority (the “IDA”) seeks one or more qualified construction management firms to provide construction management services at risk. Contract(s) shall be awarded in accordance with the requirements of Section 287.055, Florida Statute.

Sealed Statements of Qualifications must be marked “Construction Management Qualifications” and received by the IDA, by mail or hand-delivery, at 107 E. Main Street, Wauchula, Florida 33873 no later than **2:00 PM local time on Monday, April 3, 2023**, at which time the Statements of Qualifications will be opened. A pre-opening meeting will not be held for this Request for Qualifications (“RFQ”). Other important instructions and specifications regarding responses to this RFQ are available upon request and online at www.hardeebusiness.com. Failure to follow instructions could result in disqualification. If, at the IDA discretion, it becomes necessary to revise any part of this RFQ before the response date, addenda will be made available online at www.hardeebusiness.com.

Questions regarding this RFQ must be in writing and must be sent to Hardee County Industrial Development Authority / The Development Group, attn: Kristi Schierling, 107 E. Main Street, Wauchula, Florida 33873, or kristi.schierling@thedevelopmentgroup.net. All questions must be received by Friday, March 24, 2023, by 3:00 PM. Questions will be answered by addenda available online at www.hardeebusiness.com.

The Statements of Qualifications will be considered during a meeting of the Evaluation Committee to be held at 9:00 AM on April 4, 2023, or as soon thereafter as possible, at 107 E. Main Street, Wauchula, Florida 33873.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the RFQ and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or director of the IDA or the Hardee County Economic Development Council, Inc., d/b/a The Development Group, concerning any aspect of this RFQ, except in writing as specifically provided herein. Violation of this provision may be grounds for rejecting a Statements of Qualifications under this RFQ and/or any future proposal of respondent. The prohibition set forth in this paragraph does not apply to on-going projects or services provided by a contractor pursuant to an existing contract provided that all such discussions shall be limited to the existing project or service.

IDA does not discriminate upon the basis of any individual’s disability status. This non-discrimination policy involves every aspect of IDA’s functions, including one’s access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act or Section 286.26 of the Florida Statutes should contact Sarah Evers, IDA ADA Coordinator at 863-773-3030, by Florida Relay Services 711, or by email at sarah.evers@thedevelopmentgroup.net. Request for CART or interpreter services should be made at least 24 hours in advance for coordination of the service.

A. INTRODUCTION

The Hardee County Industrial Development Authority (the “IDA”), a special district as defined in Chapter 189, Florida Statutes and an industrial development authority created pursuant to Chapter 159, Florida Statutes, is soliciting statements of qualifications from qualified construction management firms that are interested in providing general construction management services at risk, including pre-construction, procurement, construction, and post-construction phase activities. The contract shall be awarded pursuant to the Consultants’ Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq.

The Hardee County Industrial Development Authority is a body politic and corporate pursuant to Part III of Chapter 159, Florida Statutes. The Hardee County Economic Development Council, Inc., d/b/a The Development Group, is a private, not for profit corporation whose staff perform administrative functions for the IDA. The IDA and The Development Group operate under direction of a common Board of Directors.

B. GENERAL CONDITIONS

1. The IDA is a public instrumentality for the purposes of industrial development, and the exercise of the powers conferred upon it by law are deemed and held to be the performance of an essential public purpose and function.

2. This RFQ provides guidelines for the submission of a Statement of Qualifications in response to the solicitation by the IDA for respondents to submit their qualifications to provide the services set forth herein. For purpose of this RFQ, a “respondent” or “proposer” or “firm” is an organization, firm, or other person or entity submitting a response / statement of qualifications to this RFQ and “contractor” is the respondent that is awarded a contract under this RFQ. As used herein, a “proposal” or “response” or “submittal” shall mean a respondent’s submitted Statement of Qualifications.

3. Respondents shall make no distribution of any part of their response beyond that made to the IDA. A respondent who shares information contained in their response with competing respondents may be subject to disqualification. Responses shall be prepared and submitted with the utmost attention to fair, ethical evaluation standards. Respondent declares that it is the only entity interested in this response and that the response is genuine and not made in the interest of or on behalf of any undisclosed entity and that the response is in all respects fair and without collusion or fraud.

4. Respondent warrants that it has not employed or retained any company or person to solicit or secure this contract where Respondent has agreed to pay a fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award of contract.

5. IDA reserves the right to accept or reject any or all proposals or any parts thereof, and the award, if an award is made, will be made in the best interests of the IDA to one or more highly qualified firms. IDA reserves the right to waive irregularities or any informality in a proposal.

6. Statements of Qualifications received after the established deadline will not be opened and will be made available for return in their unopened state or for destruction at respondent's written instruction.

7. A respondent may withdraw its response by notifying IDA in writing at any time prior to the opening. Respondents may withdraw their submissions in person, or by an authorized representative. Respondents and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide IDA with a signed receipt for return of the response. Statements of Qualifications, once opened, become the property of the IDA and will not be returned to the respondent. Statements of Qualifications, once opened, become "public records" and are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

8. IDA anticipates entering into a continuing contract with multiple qualified respondents but reserves the right to award this RFQ in any fashion, in its sole determination, which it deems to be in the best interest of the IDA. By submission of a response, each respondent understands that this RFQ does not constitute an agreement or a contract with the IDA.

9. The failure or omission of any proposer to examine any form, instrument, site, or document shall in no way relieve any respondent from any obligation in respect to his/her response. The requirements applicable for the services sought under this RFQ should be considered in full when respondent is compiling a response, including the terms and conditions of the contract attached to this RFQ which will be entered into with the contractor. If a successful respondent does not execute the contract within 30 days after the selection, then IDA reserves the right to withdraw the award to that respondent.

10. No contract or agreement is binding until is reviewed and accepted by the IDA Board and executed by all parties. Contractor purchase orders are not binding on the IDA.

11. The contractor shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the IDA.

12. IDA reserves the right to cancel any contract under this RFQ without cause by giving 30 days written notice to the contractor. The initial term of the contract shall be for a term of one year, which shall automatically renew on an annual basis unless otherwise terminated.

13. Neither the IDA, The Development Group, nor either of their respective directors, agents, employees, or representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFQ.

14. IDA recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

15. Tax exemption certificates for IDA will be furnished upon request.

16. The contractor shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. IDA does not require or charge any permit or other fees for the services contemplated. Contractor shall hold all licenses, registrations, certifications, or permits necessary to complete the services and shall require the same, as applicable, of its subcontractors, agents, and those performing work.

17. IDA is a drug free workplace, and its policy regarding substance abuse encompasses alcohol, illegal drugs, or other controlled substances. The possession, transfer, or sale of any substance at the workplace is expressly prohibited and may be cause for immediate dismissal.

18. *Public Entity Crime, Section 287.133(3)(a), Florida Statutes.* The respondent certifies, by submission of a signed proposal or execution of a contract or contract renewal, that neither it nor an affiliate have been placed on the convicted vendor list following conviction for a public entity crime. 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, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19. *Discrimination, Section 287.134, Florida Statutes.* The respondent certifies, by submission of a signed proposal or execution of a contract or contract renewal, that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

20. *Scrutinized Companies, Section 287.135, Florida Statutes.* The respondent certifies, by submission of a signed proposal and execution of a contract or contract renewal, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify IDA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. IDA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found

to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

21. Contractor shall, in addition to any other obligation to indemnify IDA to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the IDA, its directors, employees, agents and volunteers, specifically including The Development Group and its directors, employees, agents, and volunteers, from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the IDA, its directors, employees, representatives, agents, or volunteers. Any cost or expenses, including attorneys' fees (including appellate, bankruptcy or patent council fees), incurred by the IDA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the IDA, its directors, employees, representatives, agents, or volunteers, specifically including The Development Group and its directors, employees, agents, and volunteers, by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000.00 and shall not be limited in any way to the agreed upon contract price or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of the contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

22. This RFQ and any contract entered into under this RFQ shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of litigation between the parties related to or arising out of this RFQ or contract, venue shall be in Hardee County, Florida and no other place, and Florida law shall apply. IDA does not waive sovereign immunity for any purpose and its liability, if any, is limited by law, including Section 768.28, Florida Statutes.

23. The conditions and terms set forth herein are not exhaustive; additional terms and conditions will be required and shall be specified in the contract negotiated with contractor.

C. SCOPE OF SERVICES

1. Purpose. The Construction Manager At Risk (CM) is responsible for the successful, timely, and economical completion of construction projects on a continuing basis where construction costs or study activity costs do not exceed the amount permitted by law, specifically Section 287.055, Florida Statutes (currently \$4 million and \$500,000, respectively) or for work of a specified nature as outlined herein or in the contract. Contractor will provide construction management services to the IDA on an as-needed basis, based upon notices to proceed to be issued by the IDA. **Firms shall note that a continuing services contract does not guarantee award of a specific project nor exclusivity to perform services for any specific project.**

2. Term. It is the intent of the IDA that the continuing services contract shall be for an initial term of one year which shall automatically renew on an annual basis, unless otherwise terminated. Hourly rates and all other negotiated expenses will remain in effect through the duration of the contract period. In reference to travel, mileage and man-hours spent in travel time

is considered incidental to the work and is not an extra compensable expense.

3. Services. The scope of construction management services will be identified on a project-by-project basis and will vary depending on project needs. A project scope may include, but is not limited to, alterations and additions to existing facilities, renovations, site improvements, new construction, facility demolition, utility upgrades and improvements, electrical system upgrades, mechanical system upgrades, and plumbing system upgrades. All services shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. IDA reserves the right to add or delete, at any time, any or all tasks or services. **No self-performance of trade construction work by Contractor is permitted.** A wide range of services may be required including, but not limited to:

General Construction Management Services:

- a) Perform assigned duties and responsibilities upon issuance of work order or notice to proceed in accordance with the scope provided in such work order or notice or upon direction of the IDA's designee. In situation of an emergency, contractor shall commence performance of services no later than 12-hours following notice by the IDA.
- b) Complete work as detailed in the construction documents, specifications, and/or as directed by the applicable project manager.
- c) Work with and cooperate with professional consultants, trade contractors, construction teams, subcontractors, and other workers (collectively, "Workers").
- d) Comply with current codes in effect at the time of work and with all OSHA requirements. Appropriate safety and security of the construction site and related area, including staging area(s) and roadway(s) is required.
- e) Coordinate construction team, subcontractors, and other workers as necessary.
- f) Provide site supervision at all time during the requested services.
- g) Prepare studies, planning, and cost estimates as requested.
- h) Coordinate services required for recovery from natural or manmade disasters.
- i) Attend meetings as requested by IDA.
- j) Provide recommendations and applicable updates regarding construction feasibility, labor availability, material usage, time requirements, and completion dates based on project plans, specifications, verbal instruction(s) or combination thereof.
- k) Prepare cost estimates for alternative designs and material recommendations to improve project budget and management.
- l) Update cost estimates as needed for approval.
- m) Prepare and coordinate construction schedule for construction teams.
- n) Update schedules, activity sequences, and duration milestones dates as needed.
- o) Provide project schedule in a Gantt Chart format to IDA.
- p) Prepare long lead-time item list, provide samples and submittals, recommending approval to project manager.
- q) Prepare written and itemized Guaranteed Maximum Price (GMP) in negotiation with IDA to include any construction, material, labor, and management cost, detailing each area of the proposal and provide the same to IDA. Each GMP shall also set forth a specified substantial completion date and the estimated final completion date.
- r) Make recommendations to assure compliance with GMP.
- s) Prepare all submittals and provide sufficient hardcopies as requested.

- t) Provide a list of key personnel that may be involved in the project activities, including contact numbers and e-mail addresses.
- u) Keep and maintain all records required in accordance with Chapter 119, Florida Statutes.

Construction Management Services for Pre-Construction Phase:

- a) Work and coordinate with Professional Consultants and develop review reports to support the design effort.
- b) Assist the IDA and the Professional Consultants during the scope development, preliminary design, and design development phases in evaluation of options for the project.
- c) Develop with the IDA and Professional Consultants applicable cost and time reducing design alternatives.
- d) Establish the master project schedule identifying all different phases and all milestone items.
- e) Develop a project budget and itemized Guarantee Maximum Price (GMP) upon negotiations with the IDA. The GMP shall include the substantial completion date of the project.
- f) Review and familiarize itself with all reports, surveys, drawings, tests and results concerning the condition of existing facilities, systems, structures, and sites.
- g) Work with and coordinate activities with any other contractors that the IDA contracts work with for the project.
- h) Familiarize itself thoroughly with the design documents and provide value engineering recommendations in all disciplines.
- i) Conduct and participate in field surveys to evaluate non-concealed conditions and concealed conditions to fullest extent possible while minimizing destructive activities.
- j) Review all applicable documents to ensure constructability and to minimize change orders.
- k) Review all applicable documents to help minimize scope-gaps, omissions, and conflicts.
- l) Prepare in CSI format, detailed estimates of probable cost of construction and update as needed prior to establishing the GMP.
- m) Review the project design to identify long-lead procurement items and equipment/materials which are eligible to be purchased by IDA as a direct material purchases.
- n) Coordinate with the Professional Consultants to finalize construction documents and develop bid packages.
- o) Coordinate with the Professional Consultants and prepare permitting applications and agency submittal documents as required for the project.
- p) Prepare progress reports during the Pre-Construction Phase documenting value engineering, budget, and scope issues.

Construction Management Services for Procurement (Bid and Awards):

- a) Schedule and conduct pre-bid conferences with the interested subcontractors, material suppliers, and equipment suppliers.
- b) Assess conditions in the construction market in an effort to identify factors that will or

- may affect costs and time for completing the project.
- c) Be responsible for generating bidder interest in the local marketplace and identify and reasonably encourage bidding competition.
 - d) Identify and solicit multiple bid packages that together will represent the entirety of the scope of work for the project.
 - e) Compile bid specifications and packages, utilizing IDA bid procedures, obtaining bids for any and all construction, sub-contractor, material suppliers, including direct material purchase of IDA-furnished materials unless directed otherwise.
 - f) Solicit, advertise, accept, review, and, based on approvals by the IDA, award bids to qualified subcontractors based on the bid packages identified.
 - g) Contract with all subcontractors, material suppliers and equipment suppliers necessary for the proposed construction works. (NOTE: No self-performance is permitted.)
 - h) Provide to the IDA, along with the Guaranteed Maximum Price, a buy-out report -- a summary indicating all subcontractor bids received, scope sheets for each bid package, including general conditions, cost itemization, exclusions, allowances, construction manager's fee, and a construction schedule.

Construction Management Services for Construction Phase:

- a) Lead the construction teams.
- b) Coordinate with the Professional Consultants and IDA to schedule and conduct Pre-Construction meetings with subcontractors
- c) Schedule and plan construction meetings, take and issue meeting minutes, and attendance sheets as required.
- d) Plan and recommend timing for the release of drawings and specifications to enable phasing of construction project.
- e) Maintain and update the master project schedule, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules.
- f) Prepare all submittals and provide sufficient hardcopies as requested.
- g) Make recommendation(s) and take appropriate action(s) to maintain project budget.
- h) Contract with and coordinate appropriate sub-contractor(s) to complete project consistent with approved upon schedule acceptable to the Project Manager.
- i) Coordinate all work with surveyors, special consultants and testing lab services contracted by the IDA as required
- j) Assure all work is installed in a workmanlike manner.
- k) Provide materials to job site in a timely manner and assure their safe keeping, meeting the terms of the contract, adhering to project scheduling, and direct material purchase program.
- l) Coordinate and schedule all required inspections prescribed by local agencies, building permit, and Florida Building Code.
- m) Provide to the IDA a written weekly project report providing an accurate assessment of the current status of the project and cost accounting indicating the status of the subcontract buyouts, contingency expenses, project expenses, accounts payable, forecasted and confirmed IDA expense changes, and forecasted savings within the GMP.
- n) Provide to applicable Professional Consultants and the IDA sufficient copies of a written weekly project report as to the progress of each project, detailing daily logs,

- weather, sub-contractor' progress, work problems, job progress, look ahead, and photographs.
- o) Develop, implement cost controls, and provide financial accounting services for documentation of project.
 - p) Prepare the necessary forms and documents with all agencies (as required) to enable the orderly flow of work.
 - q) Update and maintain project check-list.
 - r) Compile and maintain project manual and check-lists consisting of, but not limited to: sub-contractors, tabulations, alternative measures, certificates and waivers of lien.
 - s) Coordinate site construction management services including, but not limited to: (a) progress job site meetings, (b) maintain daily on site project log and schedule report, (c) oversee quality assurance testing and inspection programs, (d) monitor construction management staff and subcontractor work performance for deficiencies, (e) maintain record copy of all contract documents, (f) coordinate requests for information (RFI) submittals, and (g) review adequacy of and oversee and ensure compliance with construction management staff and subcontractor safety programs and policies.
 - t) Provide written or verbal reports to the IDA as requested.

Construction Management Services for Close-Out Phase:

- a) Assemble and deliver sufficient hardcopies and electronic copies on USB of closeout documents, parts and operational manuals, and repair and parts manuals, as directed by Project Manager.
- b) Coordinate with the Professional Consultant the final inspection prior to the approval and issuance of the Certificate of Substantial Completion
- c) Coordinate completion of As-Built documents with Project Manager.
- d) Complete or coordinate completion of punch-list items generated by the Professional Consultant and IDA's representatives during their inspections.
- e) Coordinate project close-out, start-up and transition to operation.
- f) Obtain and review all warranties, operations and maintenance manuals, and other such Close-Out Documents.
- g) Warrantee all workmanship and material for one (1) year following final completion without disclaimers, unless specifically approved by the IDA.
- h) Coordinate with the IDA for all requested and required equipment documentation.
- i) Coordinate with the Professional Consultant to provide complete Project records including Project Manual and CAD drawings corrected to show all construction changes, additions, and deletions compared to the Construction Document
- j) Provide a USB drive containing all project photos.
- k) Coordinate with the IDA to prepare the Certificate of Final Inspection.
- l) Coordinate and conduct Building Warranty Inspections.

Award of a continuing services contract does not guarantee award of a specific project nor exclusivity to perform services for any specific project. The contractor shall not bid on or perform any of the trade construction work; this restriction shall include entities in which contractor or any of its principals holds an ownership interest.

4. Project Time. The number of calendar days from the date on which the notice to

proceed with Preconstruction Phase Services is issued by the IDA, through the required substantial completion date of the Project as subsequently established in the Guaranteed Maximum Price (“GMP”) for a project, shall constitute the “Project Time.” The contractor warrants that each project shall be substantially complete within the specified Project Time, provided that there are no unreasonable and unanticipated delays in completion of the design documents, unusual and unreasonable delays in obtaining any approval from a State or local governing agency or authority, or other occurrences which would form the basis for an extension of the Project Time; provided, however, that contractor shall promptly notify IDA in writing of all anticipated or actual delays. Further, contractor shall notify IDA in writing of any deadline by which design documents, approvals, or other information from IDA is needed and shall do so sufficiently in advance of such deadline so that any delay can be avoided.

5. Liquidated Damages. In the event of any delay in achieving substantial completion of a project resulting from any act or omission of the CM, the contractor shall pay the IDA the sum of five hundred dollars (\$500.00) per day for each and every calendar day of such delay in achieving substantial completion beyond the Project Time. Any sums due and payable hereunder by the CM shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the IDA. When the IDA reasonably believes substantial completion will be inexcusably delayed, the IDA shall be entitled, but not required, to withhold from any amounts otherwise due the CM an amount then believed by the IDA to be adequate to recover liquidated damages applicable to such delays.

6. Inspection and Correction. Contractor shall notify the IDA’s project manager of completion of each phase of work within twenty-four hours after such completion unless otherwise agreed. The project manager will inspect the work and, if he/she finds that it has not been satisfactorily done, said Contractor shall cause the work to be promptly corrected at no cost to IDA. For avoidance of any doubt, the contractor shall be responsible for the failure of any Workers to carry out work in accordance with the applicable contract documents pertaining to such work. Further, contractor shall immediately cause defective work to be corrected at no expense to IDA. If within one year after final completion of a Worker’s work on a project the work is found to be defective or not in accordance with the applicable contract documents, the contractor shall cause such work to be corrected promptly upon receipt of written notice from IDA. The obligations set forth in this paragraph shall survive final payment to contractor and the termination of the contract.

7. Guaranteed Maximum Price. Contractor shall prepare written Guaranteed Maximum Price (GMP) for each project in negotiation with IDA. Each GMP shall be itemized and shall include all construction, material, labor, and management cost, in detail, and shall also include the complete and total cost of the project in accordance with all requirements of the applicable contract documents. GMP shall set forth the substantial completion date of the project, which shall be a definite date, and the estimated final completion date. The term “substantial completion” shall mean when a project is sufficiently complete so that the IDA can enjoy beneficial use or occupancy of the project and can utilize it for its intended purpose. Any change in the GMP, including the substantial completion date, shall require the prior approval of IDA.

8. Sites. Contractor shall be responsible for the protection of all existing paving, buildings, utilities, and adjacent real property and shall promptly repair, at its sole cost, any damage to IDA or third-party owned property caused, in whole or in part, by contractor or its agents or

subcontractors. Contractor agrees that IDA may withhold payment hereunder until the damage is repaired or the property is replaced. Contractor shall ensure the sites upon which services are performed are maintained in a clean and orderly condition, free from all refuse, rubbish, scrap materials, and debris.

D. SUBMITTAL

Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFQ. Respondents shall furnish all information requested on the RFQ response forms. If there is not enough space on the applicable form, additional sheets may be attached. Statements of Qualifications must be typed or printed in ink and contain an original signature of an individual authorized to bind the respondent. Submit one (1) original and three (3) copies of all required forms and data, and one (1) exact digitized copy in exact order of the response on a USB drive. All Statements of Qualification must include at least the following information:

1. Transmittal Letter: Indicating the respondent understands the scope of services and includes respondent's contact information, including business name, authorized representative, telephone number, email address, and physical/ mailing address.

2. Firm Experience: Narrative of experience of the firm. Include description of the capabilities of firm to provide the technical services required for design reviews, budget estimating, value engineering, constructability analysis, construction scheduling, scheduling controls, quality control (design and construction), establishing a Guaranteed Maximum Price, cost control, claims management, reporting systems, and project close-out.

3. Personnel: Provide an organizational chart and resumes of the key staff which may be assigned to projects. Include name and title, years of experience, types of prior projects (include general description and dollar value), education and registrations/licensure, and other relevant experience and qualifications.

4. References: Identify at least three prior clients where the same or similar services were provided. Include details on budget compliance and specifically identify whether project(s) were done under, on, or over budget. Identify clients that are local government clients in the State of Florida. Include list of references (including telephone number) that may be contacted.

5. Accessibility and Responsiveness: State the location of the office(s) from which you operate and the accessibility of personnel to the IDA's needs, including office hours. Describe response time the IDA can expect upon issuance and receipt of a work order or notice to proceed. Identify lead-time.

6. Claims and Litigation History: List all claims, arbitrations, administrative hearings, lawsuits or criminal proceedings brought by or against firm during the last five (5) years. The list shall include the name of the project over which the dispute arose, a description of the amount in dispute, and the subject matter of the dispute. Do not list workers comp claims. Detail occurrences within the past 10 years where liquidated damages have been imposed against contractor.

7. Cost Control Methods: Describe cost control methods (software, systems, personnel, etc.) that will be used to ensure the Guaranteed Maximum Price will stay within budget while receiving the highest quality of work. Describe how the firm will use value engineering. Provide examples and describe projects that have utilized the cost control methods described.

8. Proof of Insurance: Proof of current Commercial General Liability Insurance with minimum coverage limits of \$2,000,000 per occurrence, \$4,000,000 aggregate. Proof of Workers Compensation in at least the limits required by law. The contract terms contain additional insurance requirements with which the contractor must comply.

9. An authorized representative of the respondent must sign the RFQ Response Form (attached hereto). Proof of authorization for the representative to bind the respondent may be required.

E. SELECTION AND EVALUATION

IDA shall be the sole judge of its own best interest, the submission and the resulting contract or contracts. In all instances, the IDA's decision shall be final.

The selection process shall be open to the public. The IDA is not obligated to award a contract and may decide to reject all responses. Statements of Qualifications will be reviewed by an Evaluation Committee, and qualified respondents will be scored based upon the RFQ Evaluation Criteria. Each evaluation committee member shall perform the member's own independent scoring for each respondent. The scores will be tallied and ranked. The committee will provide a list of highly qualified respondents to the IDA Board in order of ranking. It is anticipated that the IDA Board will seek negotiation of a contract with the three highest-ranking respondents. A contract shall be negotiated at compensation which the IDA determines is fair, competitive, and reasonable. In the event a successful respondent does not execute a contract within 30 days after beginning negotiations with the IDA, then negotiations with that respondent will terminate. For purpose of negotiation, respondents should note that mileage and man-hours spent in travel time is considered incidental to the work and is not an extra compensable expense.

An award of one or more contracts is within the sole discretion of the IDA. The IDA reserves the right to cancel the recommended award of any contract at any time before the execution of said contract by all parties without any liability against the IDA. A respondent, by submitting its Statement of Qualifications, expressly waives any claim to damages, of any kind whatsoever, in the event the IDA exercises its rights provided for in this paragraph.

The following criteria will be used by the evaluation committee in making the selection:

Criteria for Evaluation	Maximum Possible Points	SCORE
Transmittal Letter	5	
Firm Experience	25	
Personnel	20	
References	15	
Accessibility and Responsiveness	10	
Claims and Litigation History	10	
Cost Controls	15	
TOTAL	100	

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**REQUEST FOR QUALIFICATIONS #2023-01
CONSTRUCTION MANAGEMENT AT RISK SERVICES (CONTINUING CONTRACT)**

RFQ RESPONSE FORM

By signing below, I certify, on behalf of myself and for the firm that I represent, that: (A) I have read and understand the specifications, conditions, and instructions contained in this Request for Qualifications and the following addenda: ___ #1; ___ #2; ___ #3; ___ #4; and #_____ ; (B) I am in a position to authorize and carry out said conditions, specifications, and instructions and to bind my firm; and (C) the statements set forth in the RFQ as to debarment and suspension, public entity crimes, discrimination, and scrutinized companies are true and correct. I understand that only qualified respondents will be ranked, and that contracts will be negotiated only with the highest-ranking respondent(s) as more specifically set forth in the RFQ. Furthermore, if a contract is not successfully negotiated in a timely manner, then negotiations will terminate. In the event a contract for continuing services is successfully negotiated and executed, it DOES NOT GUARANTEE AWARD OF A SPECIFIC PROJECT NOR EXCLUSIVITY TO PERFORM SERVICES FOR ANY SPECIFIC PROJECT. By signing below, I warrant for myself and my firm that the IDA reserves the right to cancel the recommended award of any contract at any time before the execution of said contract by all parties without any liability against the IDA. The respondent, by submitting its Statement of Qualifications, expressly waives any claim to damages, of any kind whatsoever, in the event the IDA exercises its rights provided for in this paragraph.

Completed documents included in this response include (*check*):

- | | |
|----------------------------|--------------------------------------|
| ___ This RFQ Response Form | ___ Transmittal Letter |
| ___ Firm Experience | ___ Proof of Insurance |
| ___ Staff Description | ___ Accessibility and Responsiveness |
| ___ Reference List | ___ Claims and Litigation History |
| ___ Cost Controls | |

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE
NUMBER: _____

EMAIL ADDRESS: _____

***AUTHORIZED
SIGNATURE:*** _____

Print Name: _____

Title: _____

Date of Submittal: _____