RFP #24-002
Delivery of Three (3) Fire Stations for Pinellas Suncoast Fire & Rescue District via a Public-Private Partnership

Date of Issue: November 12, 2023

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SECTION I

Project Scope

The Project consists of the design and construction of three (3) new fire stations, related site improvements, and financing for each of them. Proposals must address design and construction of the stations and improvements as well as a separate element for the financing that may include multiple financing options.

Proposals must include all information and materials required by Section 255.065, Florida Statutes and must provide a range for the guaranteed maximum price for the Project. Proposals may also include any additional information about the proposer and the proposed Project that the respondent believes will assist the District in evaluating its proposal such as construction methods and materials, structure footprints and elevations, and site layouts. Proposals may include a description of what differentiates the proposal from other typical proposals for similar projects.

General Terms & Conditions

In this RFP, the words ”bid”, “proposal”, and “response” have the same meaning and the terms, “bidder” “proposer”, “respondent”, and “contractor” have the same meaning.

The District may request additional information from Proposers that may be necessary to fully evaluate a Proposal. The District may conduct such investigations as the District deems necessary and appropriate to assist in the evaluation of any proposal. The District reserves the right to reject any or all Proposals. The District also reserves the right to waive irregularities and technicalities, to re-advertise for additional Proposals, and to select the Proposer, who in the District’s sole opinion, is in the best interests of the District. Proposals are subject to Florida Public Records laws including Chapter 119, Florida Statutes.

Obtain Documents

Respondents may obtain a copy this RFP from:

Pinellas Suncoast Fire & Rescue District
304 1st Street
Indian Rocks Beach, FL 33785
Phone: 727-595-1117

Documents are available for download under 'Open RFQs/RFPs' at https://psfrd.org/ and through VendorLink at https://www.myvendorlink.com/.

RFP Solicitation Schedule

Tentative Schedule	
Task	**Date**
RFP Released to General Public	November 12, 2023
Deadline for Questions by Interested Parties	November 28, 2023
Proposal Due Date and Opening	December 11, 2023
Evaluation / Ranking	December 2023
Presentations, if required	TBD
Board of Commissioners Approval of Recommendation	TBD

Inquiries

All questions related to this RFP document must be submitted to Chief Jeffrey Davidson, or his designee, via email at JDavidson@psfrd.org using "Question re: RFP #24-002 for 3 fire stations" as the subject line. **Questions must submitted on or before 5:00 p.m. on November 28, 2023.** Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the District. It is the sole responsibility of the proposer to ascertain if any addenda have been issued prior to submitting a proposal.

Responses Due

Sealed proposals must be submitted to the Pinellas Suncoast Fire & Rescue District at 304 1st Street, Indian Rocks Beach, Florida 33785 ("District headquarters"). **The deadline to submit a proposal is 2:00 p.m. on December 11, 2023**. The respondent is responsible for ensuring that the response is delivered before the deadline to the District Administration Office. Responses which for any reason are not so delivered will not be considered. All responses received after the date and time specified will not be accepted.

At 2:30 p.m., on December 11, 2023, all responses will be publicly opened and acknowledged at District headquarters at 304 1st Street, Indian Rocks Beach, FL 33785. Pursuant to Florida Statutes Section 119.071 (1)(b)1.a., sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier.

Preparation of Responses

Responses must be provided in the format set forth in Section III of this document. Respondents shall submit one (1) original clearly marked as "**ORIGINAL**", (6) copies, and (1) electronic copy. The response shall be enclosed and secured in an envelope/package that clearly displays the respondent's name and address, the RFP number, and the Project Identification on the outside of the envelope/package.

Responses shall be signed in ink with the name of the respondent typed below the signature. Where the respondent is a corporation, limited partnership, limited liability company, or other entity other than an individual, responses must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A respondent may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

Response Submittal

Responses must be submitted directly to the Pinellas Suncoast Fire & Rescue District, 304 1st Street, Indian Rocks Beach, FL 33785, in an opaque, sealed envelope. Identify the envelope with the following information:

Responses must be provided in accordance with the instructions listed herein regarding time, place, and date required. Responses received after the time requirement will NOT be opened and will NOT be considered for award. The respondent is solely responsible to ensure his/her response is delivered directly to the District administrative office by the required time and date, and that the response is properly sealed and labeled as required. The District will not be responsible for any response delivered incorrectly or to the wrong address or location.

Basis of Bids/Proposals

Respondents must include all items requested; failure to comply may be cause for rejection. No segregated bids or proposals, or assignments will be considered. It is the intent of the District to promote competitive bidding. It shall be the responsibility of the respondent to advise the District of any language, requirements, etc. or any combination thereof, which the respondent feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least 6 working days prior to the opening date and time of the bid/proposal.

Bonds: Performance, Labor & Material (PLM) Bond

The successful firm shall furnish and pay for bonds covering faithful performance of the contract and payment of all obligations arising thereunder by delivering to the District a PERFORMANCE, LABOR & MATERIAL (PLM) bond. The PLM bond shall be furnished at the time the parties execute a GMP Amendment in the amount equal to One Hundred Percent (100%) of the total negotiated GMP in such a form as the District may prescribe and with a surety company acceptable to the District.

All bonds (Bid Security and/or PLM) are to be issued from a company licensed to sell bonds in the State of Florida and with a rating no less than A in the Best Key Rating Guide. The District has the right but not the obligation to verify that these requirements are met. The Performance, Labor & Material (PLM) Bond must be delivered to the District on the specified date. Failure or neglect to deliver said bonds as specified shall be considered as having abandoned the contract. Letters of Credit are not acceptable in lieu of the required bonds. The PLM Bond must be effective from the beginning of the project until the District has acknowledged satisfactory performance. Please be advised that the surety or sureties must agree to adjust the bonds to the contract price as it may be modified by approved change orders and will be deemed to legally and conclusively waive notice of such change.

Delivery

All prices shall be F.O.B. Destination, Indian Rocks Beach, Florida. Delivery date and warranties must be written out and submitted with bids. We insist delivery dates, as specified, be met. There will be no additional charge for multiple delivery locations.

Invoicing & Payment

Unless otherwise agreed to by the District, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the District only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the District and appropriate for payment. All invoices shall bear the purchase order number or RFP number. Payment for partial shipments may not be made unless that is specified in the bid.

Taxes

The District is exempt from all federal, state, and local taxes. The selected respondent will be responsible for all taxes of any kind associated with the Project.

Mistakes

Respondents are expected to examine the specifications, delivery schedule, bid prices, extensions and all other instructions provided herein. **Failure to do so will be at the Respondent's risk**. The District is not obligated to give the selected respondent extra payments for conditions which can be determined by examining the site and documents.

Contract Award

The District reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the bid; reject any or all bids; or waive any minor informalities or technicalities in bids received, as may be deemed in the best interest of the District in the District's sole discretion; and reserves the right to award the contract to the most qualified bidder as determined by the criteria set forth in this RFP and is deemed most advantageous to the District in the District's sole discretion.

Modifications and Withdrawals

Bids/proposals cannot be modified after they are submitted to the District. Bidders may withdraw bids/proposals at any time before the bid/proposal public opening. HOWEVER – NO BID MAY BE WITHDRAWN OR MODIFIED AFTER THE BID/PROPOSAL PUBLIC OPENING.

Disqualifications

The District reserves the right to disqualify bids/proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the bidder. (See Non-Collusion Affidavit form). Bidder also warrants that no one was paid or promised a fee, commission, gift, or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

Agreement

The District intends to enter into an agreement with the selected Proposer using the form agreement provided in Section III of the Design-Criteria package. This RFP and respondent's responses will be incorporated into the agreement.

Certificates of Insurance and Bonding Capacity

The selected respondent shall submit certificates or other evidence to the District attesting to insurance coverage in the amounts specified and as provided in the **Insurance and Bond Requirements attached to this RFP**.

The District shall be named as an **ADDITIONAL NAMED INSURED** on all certificates and policies pertaining to this project. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than A. This information will be verified at the District's discretion, and it may be grounds for disqualification if the insurance is not in compliance with the requirements in the **Insurance and Bond Requirements attached to this RFP**.

The selected respondent must be able to meet the bonding capacity as specified in the **Insurance and Bond Requirements attached to this RFP**.

Permits and Approvals

The successful respondent will be required to obtain all permits and government approvals required for the Project.

All responses, questions, and conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, Florida Statutes Chapter 119. The tender of a proposal authorizes the release of all your company's information as submitted subject to section 119.071(1)(b), Florida Statutes.

Communications

To ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the District prohibits communication, whether direct or indirect, regarding the subject matter of the bid or the specifications by any means whatsoever (whether oral or written), with any District employee, elected official, selection committee member, or representative of the District, from the issuance of the specifications until the District makes the award.

Communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid or any future bid.

The sole exception to the foregoing rule is that any questions relative to the interpretation of specifications or the proposal process shall be addressed to the District, in writing, via email at (JDavidson@psfrd.org). No questions will be answered 6 or fewer business days from the date and time of the public opening.

Addenda

When questions arise that may affect the bid/proposal, the questions and answers will be distributed in the form of an Addendum, which will be posted on the District's website. **It is the sole responsibility of the bidder to check the current solicitations on the 'Open RFQs/RFPs' web page at https://psfrd.org/ or the VendorLink website at https://www.myvendorlink.com/ for any addenda. The District will post addenda only to these sites and will not issue written notification.**

All addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the bid response.

Fiscal Year Funding Appropriations

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the District, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by the District of funds prior to entering agreement.

Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled by the District and the contractor will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal or otherwise recoverable.

Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers are advised that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. However, the ***proposers must identify specifically*** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers are solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes.

Compliance

All companies doing business with the District must do so in the English language and make bids or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the quotation or bid. In the event of any legal disputes the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this bid or any resulting contract or purchase shall be in a court of competent jurisdiction in Pinellas County, Florida

Equal Opportunity Employment

The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Each employee of the contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card.

The contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082)(c)(2).

Fair Labor Standards Act

Contractor is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

Disclaimer of Liability

The District will not hold harmless or indemnify any respondent for any liability whatsoever.

Sovereign Immunity Reserved

The District reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity.

Protests of District Decisions

Notice of Protest and Formal Written Protest

Notice of all District decisions concerning a competitive solicitation or award will be posted on the District's website. By submitting a response to this solicitation, firms agree to the process for filing a protest set forth in these instructions. No time will be added to the time limits provided below for service by mail.

a. *Protest of terms, conditions, or specifications*
With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

b. *Protest of the District's decision or intended decision*
Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

Contents of Formal Written Protest

The formal written protest must be printed or typewritten, and shall contain:

1) The name and address of the person or firm filing the protest and an explanation of how the person or firm is adversely affected;

2) A statement of how and when the competitive solicitation, or notice of District decision, or intended decision was received;

3) A statement of all disputed issues of material fact, and if there are none, a statement so indicating;

4) A concise statement of the ultimate facts alleged, as well as the rules or statutes which entitle the protestor to relief;

5) A demand for relief; and

6) Any other information material to the protest.

Filing

All notice of protests and formal written protests shall be filed with the District Administrator at 304 1st Street, Indian Rocks Beach, FL 33785, Monday through Friday, excluding holidays, during normal business hours. Filings may be submitted via hand delivery, U.S. Mail, or other delivery/courier service. Filings will not be accepted via email. A notice of protest or

formal written protest is not timely filed unless received by the District within the prescribed time limit. Failure to file a notice of protest, if required, or a formal written protest within the time prescribed in these instructions shall constitute a waiver of all claims.

Protest Bond

As required by Florida Statutes section 287.042(2)(c), any person who files an action protesting a decision or intended decision of the District, shall at the time of filing the formal written protest provide a bond payable to the District, in an amount equal to 1 percent of the estimated contract amount. Failure to post the bond at the time of filing the written protest will constitute a waiver of a person's right to challenge the District's action.

Stay of Procurement

Upon receipt of a formal written protest that has been timely filed, the bid solicitation or contract award process shall be stayed until the subject of the protest is resolved by final action by the Board of Commissioners, unless the Fire Chief, with the concurrence of the Board, sets forth in writing particular facts and circumstances that require the continuation of the contract solicitation process through award without delay in order to avoid an immediate and serious threat or loss to the public health, safety, property, or welfare. The District will provide notice that a contract solicitation has been stayed either electronic mail or U.S. mail to all respondents.

Resolution of Formal Written Protest

The Fire Chief, or his or her designee, shall consider and investigate all written protests in a timely manner. The District will provide an opportunity for the protestor to meet with the Fire Chief, or his or her designee, to resolve the protest by mutual agreement within seven (7) days, excluding Saturday, Sunday, and holidays, of receipt of a formal written protest. The District may grant extensions of time to conduct this meeting for good cause shown.

If the subject of a protest is not resolved pursuant to this meeting, the Fire Chief shall certify in writing that there was no resolution. The Fire Chief will make a recommendation to the Board of Commissioners, and the Board of Commissioners will then make a final decision to either uphold the recommendation, reject the recommendation, and send it back for further action, reject all proposals, or do something other than what the Fire Chief has recommended.

Scrutinized Companies. By submitting a response to this solicitation, respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of $1 million or more, respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

Public Entity Crimes. Respondent is informed of the law set forth in Subsection 287.133(2)(a), Florida Statutes, including that a person who has been placed on the convicted vendor list for public entity crimes (maintained by the Florida Department of Management Services) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity and may not transact business with any public entity for contracts in excess of the threshold amount provided in section 287.017 for category two (currently $35,000) for 36 months after being placed on the list. Respondent must provide with its response a fully executed public entity crimes statement.

Discriminatory Vendor List. Respondent is informed of the law set forth in Subsection 287.134(2)(a), Florida Statutes, including that an entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity and may not transact business with any public entity. By submitting a response, respondent certifies that it is not on the discriminatory vendor list.

E-Verify. As required by Section 448.095, Florida Statutes, consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. With its response, respondent must submit a fully executed E-Verify Affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens, and has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees.

Responsible Vendor Determination. Respondent is hereby notified that Section 287.05701 Florida Statutes provides that the District may not request documentation of or consider a vendor's social, political, or ideological interests when

determining if the vendor is a responsible vendor.

Requirements for projects receiving federal funds

The project described in this solicitation is or may become fully or partially funded by a federal grant. As required by federal law, the selected respondent must comply with the requirements provided in Exhibit C to the contract provided in Part III of the Design Criteria Section of this solicitation. By submitting a response, respondent represents and certifies that it is fully able to comply with the requirements set forth in Exhibit C pertaining to projects receiving federal funds.

DESIGN CRITERIA PACKAGE
FOR
PSFRD FIRE STATIONS

DESIGN / BUILD SERVICES

PREPARED BY ZHA INCORPORATED

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Part I – General Scope of Services

Project Description

The Pinellas Suncoast Fire & Rescue District is seeking a professional firm interested in and capable of providing professional services for the delivery of three (3) new fire stations utilizing the design/build delivery method under a Public-Private Partnership. The fire stations will be located on sites that are or will be owned by the District. The new buildings will have two stories and approximate square footage as identified below.

Station #28, located at the intersection of 94th Avenue North and 134th Street in Pinellas, Florida 33776, is approximately 10,700 square feet in size, which includes living quarters and accommodations for approximately four (4) 24/7 full-time staff and two (2) drive-through bays for fire and rescue apparatus with the drive-through bays being approximately seventy (70) feet long at a minimum.

Station #27, located between 24th Avenue North and 25th Avenue North in Indian Rocks Beach, Florida 33785, is approximately 9,100 square feet in size, which includes living quarters and accommodations for approximately five (5) 24/7 full-time staff and two (2) drive-through bays for fire and rescue apparatus with the drive-through bays being approximately seventy (70) feet long at a minimum.

Station #26, located on a specified parcel on Gulf Boulevard in Indian Shores, Florida 33785, is approximately 7,100 square feet in size, which includes living quarters and accommodations for approximately three (3) to four (4) 24/7 full-time staff and two (2) drive-in bays for fire and rescue apparatus with the drive-in bays being approximately seventy (40) feet long at a minimum.

The tentative schedule is:

❒ Developer Selection/Contract Negotiation	2 months
❒ Site/Building Design/Project Pricing Negotiation	3-4 months
❒ Permit/Construction Documents	2-3 months
❒ Construction	11 months

Intent of Criteria Package

It is the intent of the Pinellas Suncoast Fire & Rescue District (Owner) to engage a firm that clearly demonstrates the highest level of ability to provide professional design/build services and financing options for the proposed delivery of three (3) fire stations that meet the requirements of the Owner. The detailed criteria are included in this document. The Owner will receive Proposals from multiple firms of its choosing and will compare the Proposals to the unsolicited proposal for the Projects to determine which proposer is the most qualified in its own judgment. Firms will be ranked, and should the Owner not be able to negotiate a contract with the first-ranked firm then the Owner will cease negotiations with that firm and then negotiate with the second-ranked firm, and so on.

Contract Awards

The Owner anticipates entering into an Interim Development Agreement for pre-development activities. Subsequently the Final Agreement for the design and construction of the project will be an AIA Document A141-2014 Design-Build contract with the Design/Build firm (D/B) to be the most advantageous to the Owner. The modifications to the contract that the Owner intends to use are enclosed for reference. Any exceptions to this contract must be clearly indicated by return of the contract to the owner at the time of submission, with exceptions clearly noted. The Owner has the right to require the D/B firm to sign the contract with the modifications. At the Owner's sole option, it may choose to negotiate additional revisions to the contract language prior to execution of the contract.

The Respondent understands that this criteria package does not constitute an agreement or a contract with the Respondent. A proposal is not binding until responses are accepted by the District's Board of Commissioners and both parties execute a contract.

The Owner reserves the right, at the Owner's sole option, to utilize an Owner's direct purchase program to return applicable sales tax to the owner or other reasons.

Project Budget

FS# 28 - $6,705,000
FS# 27 - $6,150,000
FS# 26 – TBD
Budgets include the design, construction and soft costs for surveys, Geotech testing, etc. of the building and site improvements only.

Each project budget may have additional costs for items such as:

- Demolition
- Off-site improvements
- 3rd Party review fees
- Specialized equipment
- FFE Allowances
- Financing Costs

These costs, if required, will be identified and included in project financing. Owner shall retain the right to modify the size of the project at anytime prior to the execution of the Construction Contract.

Project Duration

The Owner estimates Final Completion and Occupancy of the individual Projects within 18-26 months after the Notice to Proceed (NTP) for the design of the projects.

Project Coordination

Upon Issuance of a NTP for design, the Developer will conduct project coordination meetings every two weeks, or as agreed to by Owner, through the duration of the project. The Developer will be responsible for taking and distributing official meeting minutes that accurately reflect the discussions and decisions conveyed at each meeting.

Pre-development Phase – Scope

Due Diligence and Financing

1. Perform investigative activities to qualify the proposed site is suitable for the intended use including:
    a. Conduct Environmental Site Assessment
    b. Prepare Geotechnical Report
    c. Prepare Site Survey
    d. Civil Engineering
    e. Design Architecture
        i. Schematic ASMEP
        ii. Design Development ASMEP
    f. Identify all governmental restrictions and requirements for development of the site
    g. Identify utility requirement specific to the site and proposed facility.
2. Facilitate Project Financing
    a. Identify and engage financial institutions to finance the facility development.
    b. Identify financing options that utilize general debt obligations, revenue bonds, or lease financing structures.
    c. Solicit financing proposals for the desired financing structure to obtain the most competitive rates and terms.

Design

1. **Program & Budget Validation:** Review and validate the Owner's list of spaces and program requirements to determine the adequacy of the project budget.

2. **Schematic Design:** Develop Schematic Design documents and Construction Cost Estimates. Present a minimum of 3 distinctly different elevation style alternatives to Owner. The intent is to freeze the floor plan approximately halfway through Schematic Design and then decide on the preferred elevation.

3. **Schematic Approval:** Obtain Owner approval of one concept to take forward through Schematic Design.

4. **Project Pricing Documents:** Develop Project Pricing Documents and prepare Guaranteed Maximum Price (GMP) price proposal for construction of the project. Project Pricing Documents will be 100% Design Development Documents and additional clarifying information.

Submittals:
Plans must meet the minimum contents of each particular phase submittal prior to submission for review. The Developer shall provide copies of the required documents as listed below for each review.

Program & Budget Validation – Review the Owner's program and develop a budget for the complete design and construction of the project.

Submit

Program - Narrative description of the program with tabulated space allocations based on this design criteria package.

Budget Estimate – At a minimum, establish a budget for design of the building, site, and the construction of the building and site.

Schematic Design – Develop the floor plan, including generic furniture and equipment layouts. Upon approval of the floor plan, use the frozen floor plan to develop 3 alternative elevations styles. The Schematic Package is to include 4 elevations, floor plans, code compliance sheets, finish schedule, project schedule, outline specifications, cost estimate in CSI format using quantities and unit prices for all major items, typical wall sections, and single line HVAC diagrams.

Submit

6 sets of full size plans

6 sets of half size plans

Outline Specifications – Full CSI format with selections of products.

Cost Estimates – In full CSI format with quantities and unit prices for product and materials. There shall be minimal, if any, lump sum items. All items shall be subcontractor level pricing with general contractor costs clearly identified.

Project Schedule for Design and Construction to owner occupancy and final completion of the contract.

The D/B shall have had meetings with the various governmental agencies early in the development of the Schematic Package to understand the submittal and approval process of the agencies. The findings from those meetings shall be shown in the project schedule. Also, the schedule shall show when Owner furnished items including FF&E items are to be submitted.

Schematic Approval – Develop presentation materials for District Board of Commissioners review and approval. Present the materials to the District Board.

Submit
Colored and rendered site plan, floor plan, elevations (4) and perspectives (3 exterior and 1 interior)
Cost Estimate – Summarized
Schedule – Summary with major and decision milestones identified.

Project Design Development Documents (100% Design Development Documents) – Develop Project Pricing Documents and other materials necessary to develop a price proposal to complete the permit documents and to

construct the project.

Submit

6 sets of full size plans

6 Sets of half size plans

3 CD's of CAD Files

Specifications and Product Cut Sheets

Color Perspective Rendering

Finish Schedules

Door and Hardware Schedules

Color Boards for interior products that are part of the base building selection by Owner.

Guaranteed Maximum Price (GMP) for construction of the total project. The GMP should be in letter form with clarifications and assumptions, allowances, if any, exclusions to the contract scope. This GMP letter will be signed by the Owner and incorporated into the Contract Documents.

Schedule update with critical path identified.

Project cost estimate expanded from the Schematic Estimate but in full quantity and unit price format. Note, the estimate is not part of the GMP but is developed to understand the background for the GMP. The GMP estimate is NOT a Construction Document.

Expanded floor plans, including electrical and voice/data outlets, elevations, wall sections, door and hardware schedule, window schedule, reflected ceiling plans and finish schedule.

The Design Development package includes sizing information on all major elements of the building with cut sheets on the major product selections.

This package is the basis for the GMP and therefore must be as complete as possible since both the Owner and D/B will rely on the package as being descriptive of what is agreed to as the delivered project.

Final Agreement Scope

Project Permit Design Documentation and Construction Phase – Scope (Post GMP acceptance, a signed construction contract and a Notice To Proceed issued by the Owner)

1. Prepare construction documents necessary to obtain all required permits and construct the project.
2. Provide all building construction activities and site work.
3. Provide all construction administration services including construction quality control.
4. Coordinate all construction activities.
5. Conduct regularly scheduled coordination meetings with the Owner's representatives.
6. Upon completion of the project obtain a Certificate of Occupancy and achieve substantial completion, which is defined as all items in the design documents are installed and initially tested. Complete the final punch list, and provide as-built drawings (hard copy and digitally) and O & M Manuals.
7. Train Owner's personnel in the upkeep of the facility and operation of all systems and equipment.
8. Establish a warrantee tracking system and ensure all warrantee issues are completed in a timely manner during the warrantee period.

Additional Requirements

1. The D/B will be required to fully comply with the Design Criteria Package.
2. The D/B shall obtain any and ALL necessary permits or permit modifications not already provided.
3. The Owner will obtain environmental and asbestos studies for determining the scope of the demolition work.

4. The Owner has a site survey available for reference. It will be the Developer's responsibility to perform all site and topographic surveys necessary to properly design and construct the project.
5. Provide a full project schedule, updated monthly, at each coordination meeting.
6. The Developer will be responsible for identifying and performing any geotechnical investigation, analysis, and design dictated by the project needs beyond the Owner provided soils investigation report. D/B shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base the price on his own opinion of the conditions to be encountered.
7. By execution of the contract, the Developer specifically acknowledges and agrees that it is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design and that any information is being provided merely to assist the Developer in completing adequate site investigations.
8. Acquisition of all permits will be the responsibility of the Developer. Preparation of complete permit packages will be the responsibility of the Developer. If any agency rejects or denies the permit application, it is the Developer's responsibility to make whatever changes necessary to ensure the permit is approved.
9. The Developer will NOT be required to pay local impact fees. The Developer will be responsible to determine with the agencies the amount of the impact fees and so inform the owner and assist the owner in making payment. Since the impact fees are part of the owner's Program Budget the fees will be determined by the Developer and included in the Schematic Cost estimate as an owner expense. Impact Fees are not part of the Project Design/Build Budget or the GMP from the Developer.
10. The Developer shall be responsible for verification of existing conditions, including research of all existing records and other information.
11. The Developer shall schedule periodic meetings with agencies as required for resolution of design and/or construction issues. These meetings may include:
    - Agency technical issue resolution
    - Permit agency coordination
    - Local government agency coordination
    - Scoping Meetings with agency personnel
12. During construction, the Developer shall meet with the Owner's Representative on a bi-weekly basis and provide a three-week look ahead for activities to be performed during the coming weeks.
13. The Developer shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task. The report will include status reports on RFIs, submittals, owner direct purchase, potential and pending change orders and project costs. Pictures of the progress of the work will be included. A revised Schedule is required each month as part of this coordination effort and for an attachment of the Payment Application.
14. **Quality Control**

    <u>Design</u>

    The Developer shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical, construction, and other services furnished by the Developer under this contract.

    The Developer shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services provide by the Developer.

    Final Signed and sealed Construction Documents will be delivered to the Owner a minimum of 14 calendar days prior to the issuance of a Notice To Proceed for construction.

    The Owner will review the Construction Documents for conformance to the criteria package and approved schematic and Project Pricing documents. A NTP for construction will be issued once conformance is determined and ALL required permits have been issued.

    <u>Construction</u>

The Developer shall be responsible for developing and maintaining Quality Control procedures to verify, check, and maintain control of key construction processes and materials. The Developer shall prepare and submit a Quality Control Plan to the Owner prior to the start of construction.

The Owner shall inspect construction work and request any documentation from the Developer to ensure quality products and services are being provided.

15. **Shop Drawings:**
The Developer shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall bear the stamp and signature of the Developer and where required by the technical specifications shall be reviewed and approved by the A/E of record. The Owner shall review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the Developer. The Owner's procedural review of shop drawings is to assure that the Developer has accepted and signed the shop drawings. The Owner's review is not meant to be a complete and detailed review. No fabrication, casting, or construction will occur until all related design review and shop drawing review comments are resolved. The Owner shall receive a set of approved shop drawings for its files and permanent records.

16. **Traffic Control Plan:**

The Developer shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The Plan shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The traffic control plan shall address how the Owner is to assist with maintenance of traffic throughout the duration of the contract.

17. The Developer's work shall be performed and directed by key personnel employed by the firm. Any changes in the personnel shall be subject to review and approval by the Owner's Representative.
18. The Developer's Professional Architect/Engineer in charge of the project's design shall professionally endorse (signed and sealed and certified) the record prints, the special provisions, and all reference and support documents.
19. As-built plans (hard copy and digital) and O&M Manuals must be submitted prior to final acceptance of the project as substantially complete.
20. The Developer shall submit and maintain a project schedule to include the following minimum activities:

D/B Design Phase

- Anticipated NTP
- Scope Reviews
- Design Submittals
- Design Reviews
- Cost Estimate
- Acceptance Milestones

D/B Construction

- Anticipated NTP
- Construction Documents
- Permitting
- Design Submittal
- Design Review
- Cost Estimate
- Acceptance Milestones
- Start of Construction
- Shop Drawing and Submittal Approvals
- Construction Mobilization
- Site Construction

- Building Construction
- Landscape Construction
- Maintenance of Traffic Phases
- Substantial Completion
- FF&E Installation Coordination
- Building Start-up
- Owner Move-in
- Final Completion for All Work
- Additional Construction Milestones as determined by the Developer

21. The Developer shall provide Final As-Built Plans to include; 6 sets of half size plans and 1 CD of CAD Files.
22. The Developer shall provide a 1 Year Contractor guaranty in addition to all specified manufacturers and sub-contractor warranties.

End Part I

Part II – Design Criteria

01000-1
The design of the building and site shall incorporate the following characteristics:

A. Design shall fit within the architectural style and context of a Public Building and incorporate traditional, low maintenance, sustainable materials.
B. The building shall be two stories.
C. The Building shall not exceed height restrictions.
D. Demolition of the existing building and site will be part of the project.
E. Paved parking is required for all code required off-street parking.
F. All design and finishes must be approved by Owner.
G. All landscape materials shall be tolerant to cold and/or dry conditions and all shall be irrigated including grassed areas. The landscaping shall be in accordance with the County of Pinellas codes.

01000-2
Design shall provide a main entry area and a secondary entry to the parking where applicable. The building will be designed to portray a public building with interior finishes consistent and appropriate for use of a public space with heavy adolescent use.

01100-1
Design shall provide interior spaces complying with the requirements as outlined in the space list.

01100-2
Design shall comply with the Florida Building Codes, guidelines and ordinances of the District, County, State and Federal authorities as applicable.

01100-3
The Owner shall provide copies of existing surveys, maps, studies, and other records as requested and available, to assist the design/build contractor in the design of the project. The design build contractor shall commission surveys, geotechnical and other such studies necessary to properly design the project.

01200-1
Multiple Contract Summary - TBD

01300-1
Office ceiling heights shall be a minimum of 9’. Ceiling heights in public spaces will be appropriate to the space.

01500-1
Additional requirements; Not Applicable.

01500-1.7
This building must be 100% ADA compliant.

02000-1
Sidewalks shall be a minimum of 6’ in width with light broom finish. Sidewalks and other finished concrete shall be minimum 3,000 psi reinforced concrete.

02000-5
The parking lot surface shall be asphalt over lime rock base. Parking lot surface shall comply with FDOT requirements for parking lots. Pavers, if used, shall be approved by the Owner. Stabilized subgrade shall be a minimum of 6” thick, lime rock base a minimum of 6” thick and asphalt finish a minimum of 1.5”.

02000-7

Site design shall include appropriate break areas (patios) benches, trash receptacles, bike rack, and tables and chairs. Outdoor furniture shall be purchased by Owner.

02000-8
One (1) aluminum flagpole of appropriate height and lighted shall be provided.

02000-11
The landscape shall be per District requirements, with full irrigation system. The contract shall include full landscaping including ground covers, shrubs, trees, mulch, etc., for a complete finished site for the developed areas only in and around the building.

02000-12
Waste handling dumpsters shall be screened from the public view. Screening shall meet all District requirements and may include landscaping. Concrete pads shall be provided under dumpsters. Concrete pads shall be sufficiently sized to allow dumpster loading and off-loading from truck carrier without dumpster leaving a concrete surface.

02000-13
The contract shall include site storm drainage.

02000-14
The Parking and site lighting shall be to code minimums. Landscape lighting shall be controlled by photocells and timeclocks.

02000-16
Security lighting will be on photocell, no timeclock.

02000-17
Termite treatment will be by company with ability to renew policy yearly without expiration.

04000-1
Exposed concrete block shall be specified for appropriate finish levels and paint requirements.

07000-1
Provide a minimum 20-year no dollar limit, leak free warranty on roof and all flashings. Skylights and windows shall have a 10-year leak free warranty. Roof insulation shall be a minimum of R20. Low slope roofs shall have minimum 1/2" per foot slope and provide positive drainage.

08000-1
Design shall provide natural lighting in the building utilizing windows. Exterior glass shall be insulated, tinted and provide UV block and heat shield.

08000-2
Main entrance to public lobbies shall be through ADA compliant doors. Automatic or push button doors will be included at the main entrance.

08000-3
Except in special circumstances as described elsewhere, security shall be provided utilizing key locks. Master key system shall be provided with factory keying. Locks and cylinders shall be commercial grade manufactured by Schlage or Owner approved equivalent.

08100-1
All doors located in Public areas and ancillary Public Space shall be solid core. Factory finished wood grain with height proportional to the ceiling heights (generally 7'-0") of the space. Species to be either maple, cherry or mahogany wood with satin finish.

08100-2
All interior doors shall be 7’0” x 3’0” wide unless larger is required.

08100-3
All door hardware shall be ADA compliant and shall be medium duty commercial grade from Schlage, Von Duprin or equal manufacturer. Hardware finish shall be brushed stainless.

08100-4
Exterior locks shall be Schlage ND-series with replaceable core, 626 finish-storeroom function. District will provide construction and final keying core.

08100-5
Interior locks shall be Schlage A-series with replaceable core, 626 finish-storeroom function. District will provide construction and final keying core.

08100-6
Panic hardware shall be Von Duprin. Consult with Facilities Division for function and keying.

08100-7
Door closers shall be LCN-adjustable size 1-6.

09000-1
Suspended ceiling systems shall be 2’x2’ USG 562 and recessed incandescent and 2x4 parabolic fluorescent lighting appropriate for the space and use. Ceiling lighting is for general lighting.

09000-2
Carpeting shall be commercial quality carpet tile similar to Milliken carpet Colorweave in 18x18 with comfort plus cushion with face of 100% Milliken certified wearon nylon.

09000-3
Lobby areas shall have stone texture tile. Other areas shall be rubberized “Mondo” flooring, carpet, wood or vinyl tile as determined by Owner.

09000-4
Bathrooms shall have 12”x12” or larger porcelain tile floors and half height tile wainscot on all wet walls.

09000-5
There shall be no exterior surfaces that require frequent painting (no normal paint products). Interior painted surfaces shall be commercial grade, high-hide scrubbable, and satin finish latex acrylic with three full coats, one primer and two finish coats. Use ICI Glidden. Colors to be approved by Owner.

09000-6
Interior office spaces shall typically receive carpet, paint, rubber base, ceiling tile and recessed fluorescent lighting. Interior public spaces shall typically receive Mondo flooring, carpet, wood or VCT, paint, vinyl base, ceiling tile and recessed fluorescent lighting. Walls shall be painted concrete block.

09000-7
Lobby areas and ancillary Public Spaces shall be designed utilizing details to compliment materials in those areas.

09000-8
Lobby areas and ancillary Public Spaces shall receive specialty lighting, such as pendants, chandeliers, recessed cans that are designed and proportional to the character of the spaces.

09000-9
All exposed metal in the building shall be painted.

10100-1
Toilet partitions shall be supported by walls and ceilings, and not supported by floor pedestals. Partitions shall be constructed of solid, non-markable, synthetic materials with a uniform color throughout. Santana Poly-Mar HD

10100-2
Toilet accessories shall include:

a.	Hand Driers	Bobrick B708
b.	Paper Towel Dispensers	Bobrick B262 Metal
c.	Soap Dispensers	ASI 5001-SS soap Dispenser
d.	Toilet Paper Dispenser	ASI 0040 Double Roll Paper Dispenser

10100-2
a. Contract shall include all appropriate building and site signage and directories. The Civil engineer will design the vehicle signage.
b. Building shall be identified with aluminum letters on the building front and externally lighted.
c. Other site signage shall be provided as appropriate to provide public control and wayfinding.
d. A TBD raised letter dedication plaque shall be provided and installed in Owner selected location.
e. Interior signage shall be provided to adequately identify offices and to direct public and staff. Signage shall be commercial grade appropriate for public recreational building.

10100-3
Movable partitions shall be interlocking panels with movable top and bottom acoustical seals with an STC of 35 or greater.

15050 – Basic Materials and Methods

15050-1
Access Doors in ceilings and/or walls shall be a minimum of 16”x16”, made of sheet metal, have a Dzus or similar fastening device and be hinged. The panel will be insulated when one side is non-conditioned.

15050-2
All wall and roof penetrations shall be sleeved. Sleeve diameter shall allow ½” clearance between exterior of pipe plus insulation and sleeve. Pipes and sleeves shall be packed and caulked and protected with shields.

15050-3
Equipment shall have a metal nameplate with identifying data attached. All piping shall be identified with stenciling or pipe markers. Ductwork shall be marked to identify its purpose and type of air.

Equipment shall be installed with clearance for maintenance to be performed without disassembly of building components.

Gauges, thermometers, valves, access doors, and other items shall be installed to allow operational status to be easily determined. All components shall be installed in a manner to allow easy reading and maintenance.

Valves shall be provided for cutoff isolation of equipment including filters and cleaning devices and shall be installed with sufficient clearance to allow disassembly and replacement.

Where piping is installed within 3 feet of electrical equipment, the pipes and appurtenances shall be protected. Piping shall not be in rooms specifically designated for major electrical equipment.

Large equipment items shall be set on concrete pads and shall have vibration isolation.

15110-1 - Check Valves

Plumbing valve manufacturers:

Conbraco
Grinnell Corporation
Milwaukee Valve Company
NIBCO, Inc.
Watts Industries, Inc.
Crane Company
Victaulic Company
Mueller Company
Zurn Industries
ITT Industries

Valves shall be from one manufacturer to every extent possible.

15110-2
Shutoff and bypass valves shall be installed to allow minimum building disruption and ease of maintenance and replacement of a piece of equipment. Identification tags and labels shall be provided on each valve.

15140-1
General service piping shall have a minimum working pressure of 125 psi for distribution piping and 160 psi for main domestic water service piping.

15140-2
Water piping shall be copper, PVC or steel.

15140-3
Water service will be obtained from a public supplier. The contractor shall be responsible for installation of the water meter and all distribution from the meter to areas of the building requiring water.

15140-4
Hangars and supports shall be non-metallic.

15140-5
Supply systems shall be kept clean and free of debris and shall be purged and cleaned before set into service.

15150-1
Schedule 80 PVC is approved for use in sanitary and vent systems.

15150-2
Sanitary waste piping shall be connected to the public supplies sanitary system where available.

15160-1
Storm drainage piping above grade shall be cast iron. PVC Schedule 80 may be used underground.

15160-2
Clean outs shall be installed to allow convenient access for maintenance.

15240-1
Equipment and appliances driven by motors or engines shall have vibration isolation to appropriate levels for Class B office buildings.

15260-1

Ductwork shall provide even distribution, low noise, consistent air currents, and even temperatures. Ductwork to exceed 1500 fpm, acoustical treatment shall be provided where airflow exceeds 1500 fpm.

15410-1
Faucets and flush valves in restrooms shall be sensor activated, from the same manufacturer. Automatic faucets shall be Hydrotek AC=H5000E. Automatic Flush Valves shall be Hydrotek AC=H8000.

15410-2
Faucets for bar sinks shall be Moen 4910.

15410-3
Faucets for janitor's sinks shall be T&S 969.

15410-4
Faucets for kitchen sinks shall be Moen 4730.

15410-5
Faucets for utility/laundry sinks shall be Moen 7430.

15410-6
Provide complete replaceable components (washers, O-rings, flush valve repair kits, etc.) equal to at least 5% of amount for each type and size fixture installed.

15410-7
Hose bibs and wall hydrants shall be Acorn or Zurn.

15410-8
Fixture supports shall be provided by one of these products:

Josam
Jay R. Smith
Wade
Zurn Industries

15415-1- Plumbing Systems
Water coolers shall be provided to accommodate all user groups. Water coolers shall be provided at bathroom locations and in the main public lobby area.

15415-2
Water coolers shall be wall mounted recessed within walls to avoid protruding into pathways and shall have no visible utility connections.

15415-3
Water coolers shall be provided by Elkay Manufacturing Company.

15430-1
Metallic material shall be used for the construction of floor drains, trench drains, and roof drains.

15430-2
Trap primers shall be Zurn – MD Z1022 with separate pressure primer for each drain.

15444-1
Booster pumps shall be provided by one of the following:

Aurora Pump
ITT Fluid Technology Corporation
Synchro Flo Incorporated
Delta P Systems

15446-1
Submersible sump pumps shall be provided by:

Goulds Pumps Inc.
Metropolitan Pump Company
F. E. Myers Company
The Zoeller Pump Company

15480-1
Electrical water heater shall be provided by:

Lochinvar Corp.
Ragem Manufacturing Company
A. O. Smith

15540-1
For chilled water HVAC system supplied, pumps associated with the system shall be provided by:

Allis-Chalmers Fluid Products Company
Burks Pumps Inc.
Deming Pump Company
Goulds Pumps, Inc.
ITT Fluid Technology Corporation
Paco Pumps, Inc.

15545-1
When a chilled water system is supplied, an automatic chemical treatment system shall be provided by:

Betz Industrial
Ashland Chemical Company
Diversey Water Management
Nalco Chemical Company
The Metro Group

15640-1
When a packaged cooling tower is used, it shall be provided by:

Baltimore Aircoil Company
Marlee Cooling Tower Company
Tri-Thermal

15651-1
When centrifugal chillers are used, they shall be manufactured by Trane or York.

15651-2
For start-up of a HVAC chiller, the manufacturer's factory trained representatives shall perform all dehydration, refrigerant charging operations.

15651-3
HVAC chillers shall include one-year full operation service contract after Substantial Completion of the building.

15651-4
Chiller manufacturer shall provide a full parts and labor warranty for a period of 2 years from the date of Substantial Completion. The compressor, compressor motor, and drive train shall carry a 5-year parts warranty. Manufacturer shall retain a local full-time parts and service company capable of responding to service calls on a 24/7 basis.

15651-5
For chilled water HVAC systems, the system and equipment shall be sized to accommodate the build out of all spaces including unfinished shell space.

15651-6
For packaged direction expansion AC systems, provisions to accommodate the future installation and operation of additional unit(s) shall be provided.

15651-8
HVAC design shall incorporate sufficient zones, area thermostatic control, and flow adjustable registers to accommodate moderate changes in occupancy requirements. Lock boxes will be provided on all thermostats.

15651-9
Developer will provide a life cycle analysis of the HVAC options and recommended solution for consideration of the Owner.

15784-1
Air handling units shall be provided by Trane.

15790-1
Air coils for hot water, chilled water, or refrigerant, shall be provided by Trane.

15790-2
Air coil tubing shall be copper.

15880-1
Rigid metal ductwork shall be used for supply distribution and exhaust systems except for drops, which may be flexible. Insulation on rigid ductwork will be external. Ductwork shall conform to SNACNA standards.

15880-2
Ductwork shall have manual balancing dampers on all supply and return air main branches and sub branches.

15880-3
Sheet metal ductwork shall have adequate metal access doors to allow visual access and resetting dampers, etc.

15882-1
Grills, registers, diffusers and other visible elements of the air distribution system shall be provided by one of the following:

Titus
Carnes
Anemostat
Nailor
Price Company
Krueger

15950-1
Where provided, a building automation/management system shall be manufactured by Trane and shall be warranted for parts and labor for 1 year after Substantial Completion of the project. The building automation/management system shall be complete, including a computer workstation and 4 days of owner training for 4 hours per day.

15950-2
The building automation/management system shall be capable of a 33% increase in data and control points.

HVAC testing and balancing shall be performed by an independent testing company prior to Substantial Completion and then 30 days after Owner occupancy.

16000-General (Electrical)
Building electrical system and devices, lighting, etc. shall be designed to minimize electrical consumption.

16030-1
Electrical distribution system components shall be marked, tagged, labeled, etc. to identify conductors, boxes, terminations, and other key components.

16030-2
Distribution panels and boxes including conduits close to equipment for fire alarm, telephone, data, emergency power, building management system, security system, and any other similar systems shall be labeled at equipment and throughout the building distribution.

16110-1
Conduits encased in concrete, such as underground duct banks, shall have appropriate spare conduits.

16110-2
Service entry conduit shall be 2" minimum.

16120-1
All electrical conductors shall be copper.

16140-1
Cover plates for switches, receptacles, etc. shall be stainless steel.

16425-1
Distribution panels and switchboards shall be provided by:

Square D
General Electric
Westinghouse/Cutler-Hammer

16425-2
Equipment 400 amp and less shall be Square D.

16425-2
Distribution panels shall provide a minimum of 15% spare breaker locations.

16425-3
Main distribution switchboard(s) shall provide spare breaker locations of sufficient capacity for full build out of any shell (planned or constructed future) space.

16425-4

Primary feeders shall be sized with sufficient spare capacity to accommodate full build out planned or constructed future space and an additional 25% capacity.

16500-1
Fluorescent fixtures shall be provided with electronic ballasts.

16500-2
Exterior building parking and driveway night lighting shall be provided. The building lighting shall focus on building features and provide a focal point at the entry area. Pole lighting shall be per District specifications.

16500-3
Sidewalk and landscape lighting shall be provided utilizing 120-v distribution system. Fixture materials shall be of long-term durable materials such as metal.

16500-4
All exterior lighting shall be controlled from a single location inside the building on a timer with photocell override.

16500-5
Inside common area lighting and corridors shall have 2 levels of illumination. The unoccupied mode fixtures shall remain on 24 hours/day, switched at a circuit breaker(s). The Occupied mode is switched at convenient locations for staff and convenience.

16500-6
Fire alarm panels shall be Silent knight Addressable System by Stanley CSC.

16500-7
Security system will be by Stanley CSC.

17100-1 (Systems)
The building will include a structured cabling system with conduit and empty boxes by the D/B, cable by the Owner including box equipment. Horizontal distribution from communications rooms throughout each floor shall be by Category 6E cabling.

17100-2
All cables shall be labeled and supported utilizing code required hardware.

17100-3
Racks and equipment shall be floor supported for all equipment and terminations.

17100-5
Approved manufacturers for fiber and Category 6E cabling, as well as terminations, and terminals, are:

3M
Avaya
Siemon
Ortronics

17100-6
Structured cabling systems shall be provided by a subcontractor employed by the Owner and shall have a low voltage license. The D/B shall show the cabling contractors activity on the schedule and aid in the coordination of the work with other subcontractors engaged by the D/B.

17100-7
System shall be provided with a 2-year labor and materials warranty and a 10-year warranty against defects in systems performance.

17100-9
Voice and data will be integrated and conduit will be provided by the Developer, stubbed up to 6" above the wall.

17100-10
All work areas and stations shall be provided with at least 1 data and voice outlet per occupant. Additional wall outlets shall be provided where additional user devices are to be installed, i.e., printers, fax machines, etc. All conference and file of special use areas and spaces shall each have at least 1 data and voice box. Terminate conduit 6" above access ceilings. For enclosed solid ceiling areas sweep bend conduit and run horizontal to an access ceiling area.

17100-12
Communication and computer rooms shall have independent HVAC systems and provide control temperatures maintained in the 76 (+/-2 degrees) degrees Fahrenheit with humidity controlled to 50-60%.

17110-1
Fiber optic cabling shall be in protective conduit. Horizontal cabling shall be supported by the use of J-hooks or open trays.

17110-2
Main runs of horizontal cabling shall be grouped down corridors. Cable support shall be independently supported from the structure and independent of hangars provided by other trades.

17110-4
All cabling runs shall be in groups installed in a neat manner, properly supported, parallel to walls.

17110-5
All cabling routes shall be kept 4 feet away from motors, transformers; 1 foot away from electrical power distribution; and 6" from fluorescent lighting.

End Part II

CONTRACT FORM

The contract form will be an Interim Development Agreement for pre-development activities. Subsequently the Final Agreement for the design and construction of the project will be AIA Document A141-2014, Standard Form of Agreement Between Owner and Design-Builder; A141-2014 Exhibit A, Design-Build Amendment as modified below; and a modified Exhibit B, Insurance and Bonds.

CONTRACT MODIFICATIONS

AIA Document A141-2014 – Modifications

General Note: *ADD* or *INSERT* items in **bold**; *DELETE* items with ~~strike-through~~ or as noted.

Standard Form of Agreement Between Owner and Design Builder

ARTICLE 1 GENERAL PROVISIONS

1.2.1 *INSERT* **ZHA Incorporated, 2290 Lucien Way Suite 300, Maitland, FL 32751**

1.3 *SELECT* Litigation in a court of competent jurisdiction [NOTE: venue is provided in section 15.1]

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

2.1.4.1 *DELETE* section 2.1.4.1 and replace it with the following:

Owner and Design-Builder will be governed by the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

3.1.9 *MODIFY the first sentence to read*: The Design-Builder, promptly after execution of this Agreement **and prior to issuance of the Design NTP**, shall prepare and submit for the Owner's information a schedule for the Work.

INSERT after the last sentence: **The schedule must be updated with each pay application and the updated schedule will show the schedule as of construction NTP as a base and the current schedule on the same sheet.**

3.1.10 *DELETE* the following text at the beginning of the sentence:

~~Upon the Owner's written request, the~~

3.1.11.1 *INSERT*: **The Owner shall not review any submittals such as shop drawings, product data, and samples except those that are agreed to by the Owner to make final material or color choices**.

3.1.11.3 *INSERT*: **The Owner shall not review any submittals such as shop drawings, product data, and samples except those that are agreed to by the Owner to make final material or color choices**.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

4.4.1. *ADD* new section 4.4.1.7:

Design-Builder shall identify any services it determines will be necessary to properly carry out the design services furnished by the Design-Builder from geotechnical engineers and other consultants to investigate subsurface, air, and water conditions. Design-Builder shall provide the costs for those services including reports and professional recommendations.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

5.6.3 *INSERT* after the current sentence:

The Design-Builder's schedule shall show when the Owner must make such selections.

ARTICLE 6 CHANGES IN THE WORK

6.1.2 *INSERT*: **A Change Order to increase the cost of the work will not include additional supervision or management of the Design-Build contractor as long as the Change Order is for items generally with the Design-Build project scope, but will include a fee of ____% on the Cost of the Work**.

*The fee percentage on the Cost of the Work will be defined in the Design-Build Amendment.

6.3.2 *INSERT*: **In issuing a Change Directive, the Owner shall include an amount believed to be reasonable for the work and that amount will be paid to the Design-Builder unless the Owner subsequently agrees to a different amount. A Change Directive work item must be done by the Design-Builder. Refusal to perform the works can be justification for termination**.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.2.9 *DELETE* section 7.2.9 in its entirety.

7.2.10 *DELETE* section 7.2.10 in its entirety.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

9.3.1 *MODIFY the paragraph to read*:

~~At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work.~~ **The Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work not later than the 25th day of the month.**

(*The balance of the paragraph shall remain as written.*)

9.5.1 *INSERT new subparagraph (.8) to read*:

.8 continual non-compliance with the accepted schedule and/or not meeting the Design-Builder's approved recovery schedule.

ARTICLE 13 TERMINATION OR SUSPENSION

13.2.2.1 *INSERT as a new subparagraph (.5)*:

.5 **persistently fails to maintain the construction and/or project schedule and fails to act upon a recovery schedule to show that the Design-Builder intends, and evidence supports, getting back on schedule. Costs associated with any recovery schedule are <u>not</u> considered "cost of the work"; or**

MOVE from subparagraph (.5) to subparagraph (.6):

.6 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

13.2.2.2 *INSERT as a new subparagraph (.4)*:

.4 Nothing prohibits the Owner from completing the project after termination using the Design-Builder's subcontractor(s) or Owner-selected contractors, provided the Design-Builder is removed from the official record as permit holder.

13.2.4.3 *DELETE entire sentence and replace it with the following*:

In case of such termination for the Owner's convenience prior to commencement of construction, the Design-Builder shall be entitled to receive payment for design services performed to the date of termination. In the event of termination for the Owner's convenience after commencement of construction, the Design-Builder shall be entitled to receive payment for completed Work properly executed, including the proportional amount of the Design-Builder fee.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

14.4 *DELETE* section 14.4 in its entirety

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 *DELETE* section 15.1 and replace with the following:

Governing Law and Venue. The laws of the State of Florida shall govern this Contract. In the event either party wishes to initiate legal action regarding this Contract, venue shall be in the Sixth Judicial Circuit in and for Pinellas County, Florida for claims under state law and in the United States District Court for the Middle District of Florida for any claims which are justiciable in federal court.

15.6 *INSERT* at the end of section 15.6.1:

Despite the provisions of this Section 15.6.1, Design-Builder shall comply with Florida Public Records laws including Chapter 119, Florida Statutes.

15.8.1 *INSERT* at the end of section 15.8.1:

Unless the context requires otherwise: The term "include" means "including but not limited to."

ADD the following text after section 15.8:

15.9 **Waiver.** No waiver of any term of the Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

15.10 **Severability.** If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

15.11 **Entire Agreement.** The Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this Contract will be binding unless it is in writing and signed by both parties.

15.12 **Scrutinized Companies**. Design-Builder certifies that it is in compliance with section 287.135, Florida Statutes. The District may terminate this Agreement if Design-Builder is found to be out of compliance with this statute. Design-Builder certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. The District may terminate this Agreement if Design-Builder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Design-Builder acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

15.13 **Public Entity Crimes**. Design-Builder understands the requirements of sections 287.132 and 287.133, Florida Statutes and represents and warrants that it is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Design-Builder is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the District if it becomes non-compliant.

15.14 **E-Verify.** Design-Builder represents and warrants that it is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(2)(a), Florida Statutes, Design-Builder has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Design-Builder shall require any subcontractors to provide the Design-Builder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Design-Builder shall maintain a copy of such affidavit for the duration of the contract.

15.15 **Public Records.**

a. **Duty to Maintain and Provide Records.** Design-Builder shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes unless they are exempt under Florida law. If Design-Builder believes any record it provides to the District is exempt from public records disclosure, it must specifically identify it and cite the applicable exempting law. Design-Builder is solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. Design-Builder shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the Design-Builder does not transfer the records to the District.

b. **IF DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (727) 595-1117, EXTENSION 100, OR BY EMAIL AT KHAMPTON@PSFRD.ORG, OR BY MAIL AT 304 1ST STREET, INDIAN ROCKS BEACH, FLORIDA 33785.**

c. **Post Contract Responsibilities**. Upon completion of this contract, Design-Builder shall keep and maintain, at no cost, to the District, all public records produced under this Agreement in the possession of the Design-Builder or shall transfer them to the District. If the Design-Builder transfers all public records to the District, Design-Builder shall destroy any duplicate public records. If Design-Builder keeps and maintains public records after completion of the contract, the Design-Builder shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under section 119.021(2)(a), Florida Statutes. All records stored electronically must be provided to the District upon request from the District in a format that is compatible with the information technology systems of the District.

15.16 **Requirements for projects receiving federal funds.** The Project will be fully or partially funded by a federal grant. As required by federal law, Design-Builder shall comply with the requirements provided in **Exhibit C** to the contract provided in Part III of the Design Criteria Section of this solicitation. By submitting a response, respondent represents and certifies that it is fully able to comply with the requirements set forth in **Exhibit C** pertaining to projects receiving federal funds.

General Note: *ADD* or *INSERT* items in **bold**; *DELETE* items with ~~strike-through~~ or as noted.

Design-Build Amendment

ARTICLE A.1 CONTRACT SUM

A.1.5.1.3 *MODIFY* paragraph as noted:

Provided that the Application for Payment is received not later than the **25th** day of the month, the Owner shall make payment of the approved and certified amount to the Design-Builder not later than the **15th** day of the **following** month. ~~If an Application for Payment is received by the Owner after the application date fixed above, payment shall be by the Owner not later than _____ (___) days after the Owner receives the Application for Payment.~~ **If an Application for Payment is received after the 25th day of the month, payment shall be processed in combination with next month's application.**

A.1.5.4.2.3 *INSERT* **five percent (5%)**

A.1.5.4.2.4 *INSERT* **five percent (5%)**

ARTICLE A.5 COST OF THE WORK

A.5.1.5.3 *INSERT* (*if acceptable to Owner*) **The Owner shall pay all impact fees directly to the City/County and such costs shall not be part of the construction cost or Cost of the Work.**

A.5.1.5.9 *MODIFY* paragraph as noted:

With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for ~~relocation, and~~ temporary living allowances of~~,~~ the Design-Builder's personnel required for the Work.

END OF PAGE 12 – SIGNATURES

MODIFY the line above the signature area to read:

This Design-Build Amendment is entered into once executed by both parties on the last date shown below.

General Note: *ADD* or *INSERT* items in **bold**; *DELETE* items with ~~strike-through~~ or as noted.

Insurance and Bonds

A141-2014 Exhibit B has been deleted and replaced with the attached Exhibit B.

End Part III

Part IV – Summary of Spaces

Exterior

Patios: Floor material shall be of integrally colored concrete.

Mechanical Yard: Shall be located to minimize noise to adjacent spaces. Provide screening, landscaping and sound isolation, as appropriate for location. Provide area for accommodation of a portable generator and appropriate transfer switches and pads for same.

Dumpster: Screen per code. Provide hose bib and drain with separator.

Main Building Interior First Floor

Lobby: Shall be carpeted. Provide multiple voice/data outlets.

Treatment / Reports: Shall be Luxury Vinyl Tile. Provide multiple voice/data outlets. Built in Desks around room.

Bunks: Shall be carpeted. Provide multiple receptacle outlets. 3 bay locker system. Twin bed, end table, and desk / chair.

Kitchen: Full cooking kitchen with commercial hood system and appliances.

Dining: Shall be Luxury Vinyl Tile. Table and chairs.

Day Room: Shall be Luxury Vinyl Tile. Reclining chairs.

Equipment Room: Shall be epoxy sealed concrete flooring. Have shelving.

Bunker Gear Room: Shall be epoxy sealed concrete flooring. Have shelving and lockers for gear.

SCBA Room: Shall be epoxy sealed concrete flooring. Have shelving.

EMS Room: Shall be epoxy sealed concrete flooring. Have shelving.

Laundry / Decon Room: Shall be epoxy sealed concrete flooring. Have shelving. Electrical Hookup for equipment.

Unisex Restroom: Typical bathroom needs and vanity with sink.

Bathrooms: Typical bathroom needs and vanity with sink. Shower.

Storage: Shall be epoxy sealed concrete flooring. Have shelving.

Gym: Shall have Mondo flooring. Storage shall have oversized doors and open shelving. Size to accommodate gym equipment. Electrical circuits shall be individual for each outlet.

Patio: Shall be concrete surface with privacy screen.

Main Building Interior Second Floor

Lobby: Shall be carpeted. Provide multiple voice/data outlets.

Unisex Restroom: Typical bathroom needs and vanity with sink.

Break Area: Shall be Luxury Vinyl Tile. Table and chairs.

Offices: Shall be carpeted. Provide multiple voice/data outlets.

IT / IDF Closet: Shall be epoxy sealed concrete flooring. Have shelving.

Sleep Room: Shall be carpeted. Provide multiple voice/data outlets.

Bathrooms: Typical bathroom needs and vanity with sink. Shower.

Mechanical / Electrical: Shall be concrete surface.

EOC / Training: Shall be carpeted. Provide multiple voice/data outlets.

End Part IV

Part V – Space Allocations

Following are approximate areas required of various functions included in the conceptual plans. Areas that do not include allocated square footage will be sized based upon code requirements or the function requirements of the uses (i.e., Mechanical, electrical and storage spaces). Circulation space and walls and structures are not identified.

Exterior

Patios	300 sf
Mechanical Yard	

Main Building Interior First Floor

Lobby Area	150 sf
Elevator	45 sf
Stairs	
Unisex Restroom	75 sf
Treatment / Reports / Mothers	300 sf
Bunks (6)	110 sf
Bathrooms (2)	225 sf
Kitchen / Dining	525 sf
Day Room	325 sf
Equipment Room	375 sf
Bunker Gear Room	285 sf
SCBA Room	100 sf
EMS Room	140 sf
Laundry / Decon Room	265 sf
Storage	265 sf
Gym	300 sf
Apparatus Bay	2,850 sf
Vehicle Maintenance Bay	1,425 sf
Office / Storage	200 sf

Main Building Interior Second Floor

Lobby Area	150 sf
Elevator	45 sf
Stairs	
Unisex Restroom	75 sf
Break Room	140 sf
Office 1	100 sf
Office 2	100 sf
Double Office	150 sf
IT / IDF Closet	100 sf
Sleep Room	250 sf
Bathrooms (2)	225 sf
Mechanical	160 sf
Electrical	160 sf
EOC / Training	750 sf

End Part V

Part VI – Conceptual Plans

It is the desire of the Owner to develop a floor plan and site plan that meets the general requirements contained in the design criteria package along with other considerations identified in the schematic design phase. The Owner expects the Developer to demonstrate design creativity in developing conceptual plans and a minimum of three design styles in the elevations, once the floor plans are frozen.

End Part VI

SECTION III

RESPONSE FORMAT:

Respondents must respond in the format delineated below.

All responses and copies are to be submitted on 8 ½ x 11-inch paper, individually bound. **An electronic version of the complete response must be included on a USB flash drive or CD/DVD**. Acceptable formats for electronic copy include Microsoft Word, Excel, PowerPoint, and PDF.

Each directive listed will require an individual index tab in your response package to indicate the information as requested is listed behind its specific tab. Any other information pertinent to the headings listed herein may be added to the end of each section. However, the required information must be listed first in each section. Any Addenda must be acknowledged on the Signature Sheet.

Failure to submit this information will render your response non-responsive. As referenced in paragraph 255.065(5)(c), Florida Statutes, the District's evaluation of proposal responses may consider factors that include, but are not limited to, professional qualifications, general business terms, innovative design techniques or cost reduction terms, and finance plans as a part of the decision making by the District on the selection/ranking of the unsolicited proposal and the qualified Proposals.

Each Section is to be preceded with a Tab delineating the information after the Tab.

Title Page/Cover Letter/Table of Contents

Title Page shall show the RFP's subject, title, and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal. The response shall contain a cover letter signed by a person who is authorized to commit the Proposer to perform the work included in the proposal and must identify all materials and enclosures being forwarded in response to the RFP. The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

Tab 1. Firm Experience with P3 Delivery for Public Buildings

Indicate the firm's experience and background in providing design-build services through a public-private partnership to governmental entities. Provide project information on similar projects completed by the firm. Information should include the project Name, Owner, Size, Project Cost, Year Completed, and a brief description of the scope of work.

Tab 2. Team Qualifications

Provide an organizational chart. Indicate specifically the team members who will have primary responsibility for the District's contract and provide a resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise. Emphasis will be given to team member's participation in P3 design-build projects and experience with other team members on similar projects.

Tab 3. Collaborative Approach for P3 Projects

Provide a description of the team's approach philosophy to design-build. The approach must address how the project will be organized, the services that would be recommended for the preconstruction and construction phases, and management of the financing, design, and construction of the Projects. Include detail on methods to establish and maintain communication, control costs, manage risks, implement a safety program, implement QA/QC processes, manage the schedule, and integrate local subcontractors.

Tab 4. Financial Stability of the Firm

1. Identify surety and bonding capacity. Surety to be rated Best A++.
2. Describe any litigation with owners, trade/subcontractor, material and equipment suppliers in the last five (5) years.
3. Describe any claims pursued against owners on contracts. The nature and amount, etc., in the last five (5) years.
4. Copies of current contractor's license.
5. Copies of current architectural and engineering licenses.

Tab 5. **Proposed Budget and Financing Options**

Provide a proposed building budget for each fire station. Include information on the financing options that can be made available to the District.

Tab 6. **Proposed Schedule**

Provide a proposed timetable to incorporate design, financing, and construction through project turnover for each fire station.

Tab 7. **Location of Primary Office**

Provide the address and phone number of the office having primary responsibility for the production of the requested services.

Tab 8. **Client References**

Provide a listing of comparable client references that are using the firm's professional services, (i.e., client name, address, telephone number, contact person, and length of time service was provided). Use the form attached to this RFP. Respondents must provide a minimum of 3 and up to 5 references for projects within the past 5 years.

SECTION IV

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the District that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The District will consider all responsive and responsible proposals received in its evaluation and award process.

As referenced in paragraph 255.065(5)(c), Florida Statutes, the District may consider factors that include, but are not limited to, professional qualifications, general business terms, innovative design techniques or cost reduction terms, and finance plans as a part of the decision making by the District on the selection/ranking of the unsolicited proposal and the qualified Proposals.

CRITERIA

Firms submitting the required criteria will have their responses evaluated and scored for technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process.

Each response will be evaluated for full compliance with the RFP instructions, and the terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm that is the most fully qualified based on the herein described needs of the District. Responses will be scored and ranked in accordance with the weighting specified in the following table.

Evaluation Criteria		**Maximum Points**
1	**Firm** Experience with P3 delivery for public buildings	25
2	**Team qualifications**	25
3	Collaborative approach for P3 projects	25
4	Financial stability of firm	20
5	Proposed budget and financing options	20
6	Proposed schedule	15
7	Location of primary office or principal	10
8	Client references	10
Total Points to Be Earned		**150**

Total Points to be earned are on a scale of 1 – 150 points, 1 = lowest, 150 = highest

Respondents are prohibited from contacting any member of the Selection Committee (except the Facilitator) at any time during the RFP process, up to the time of contract award. Any attempted contact may be grounds for disqualification.

SELECTION PROCESS

Formal Oral Presentations/Interviews: The District may choose to conduct oral interviews with or receive oral presentations from the top three ranked firms. Interviews or oral presentations will be open to the public and shall follow the guidelines detailed below.

The District will establish the schedule and proposers will be notified at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The District will allot equal time for each proposer divided into two sequential parts: formal presentations, and questions and answers.

Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively, and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Recommendation and Approval of Ranking: The District will rank all complete written proposals received and/or formal oral presentations/interviews in order of preference and submit this ranking as its' final recommendation to the Board of Commissioners.

Delivery of Three (3) Fire Stations via Public-Private Partnership (P3)
RFP #24-002

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor, materials, equipment and supplies as required with this specification.

COMPANY NAME: _____

ADDRESS: _____

_____

_____

TELEPHONE _____ FAX: _____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the District's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the bid response.

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(print/type name as signed above): _____

DATE: _____

Exhibit B

INSURANCE AND BOND REQUIREMENTS

When Developer delivers the executed Agreement to Owner, Developer shall also deliver to Owner: (a) an updated letter from Developer's surety or sureties verifying that Developer has bonding capacity of at least $10 million available for each Project with an aggregate capacity in excess of $30 million; (b) certificates of insurance and the insurance declaration page(s) for the insurance requirements and policies set forth herein which Developer is required to purchase and maintain.

Required Insurance Coverages

Workers Compensation. Coverage must apply for all employees and subcontractors with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

a. Employer's Liability with a minimum limit of $1,000,000 per accident in accordance with statutory requirements.
b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Owner with thirty (30) days written notice of cancellation and/or restriction.
c. Developer and its subcontractors must be in compliance with all applicable state and federal workers' compensation laws, including but not limited to, US Longshore and Harbor Workers Compensation Act, Jones Act, Federal Employers Liability Act, et. al.

Commercial or Comprehensive General Liability (Construction Contracts Use Contactors GL below) . Coverage must include:

a. $2,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
c. Additional Insured. Owner is to be specifically included as an additional insured.
d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Owner with thirty (30) days written notice of cancellation and/or restriction.

Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

a. $1,000,000.00 combined single limit per accident for bodily injury and property damage.
b. Owned Vehicle.
c. Hired and Non-Owned Vehicles.
d. Employee Non-Ownership.
e. Additional Insured. Owner is to be specifically included as additional insured.
f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Owner with thirty (30) days written notice of cancellation and/or restriction.

Professional Liability. Coverage must include:

a. Minimum limit of $2,000,000 per occurrence or claim of malpractice, negligence, error and omissions.
b. Minimum limit of $2,000,000 in the aggregate for claims of malpractice, negligence, error and omissions.
c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Owner with thirty (30) days written notice of cancellation and/or restriction.

Cyber Liability. Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties. Retro-date: prior to commencement of job

Limits of Liability, each occurrence	$1,000,000

Developer's General Liability shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Developer:

a. General Aggregate $2,000,000
b. Products – Completed Operations Aggregate per Job $1,000,000
c. Personal and Advertising Injury $1,000,000
d. Each Occurrence (Bodily Injury and Property Damage) $1,000,000
e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

Developer's Property Insurance On or before executing the Design-Build Amendment, Developer shall purchase and maintain property insurance upon the Work in the amount of the full replacement cost thereof.

1. This insurance shall:
   a. include the interest of Owner, Developer, subcontractors, consultant, and the officers, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
   b. be written on a Builder's Risk or Installation Floater, as appropriate "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage for, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
   c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
   d. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Consultant;
   e. allow for partial utilization of the Work by Owner;
   f. include testing and startup; and
   g. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Developer and Consultant with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.

2. Developer shall be responsible for any deductible or self-insured retention.

Excess or Umbrella Liability This insurance shall protect 1) Developer, its consultants and subcontractors and 2) Owner and Owner's authorized agents, consultants (including Owner's Advisor and Construction Manager), and other duly authorized representatives as additional insureds, against claims in excess of the limits provided under workers' compensation and employers' liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.

1) General Aggregate $4,000,000
2) Each Occurrence $4,000,000

Additional Requirements:

A. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
B. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Owner, licensed to do business in the State of Florida and with a resident agent designated for the service of process.
C. All the policies of insurance so required of Developer, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Owner, its officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Developer shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

D. Deductible and self-insured retention amounts shall be subject to approval by the Owner, which approval shall not be unreasonably withheld. Developer is responsible for the amount of any deductibles or self-insured retentions.
E. Approval of the insurance by the Owner shall not relieve or decrease the liability of Developer hereunder. Developer acknowledges and agrees the Owner does not in any way represent the insurance (or the limits of insurance) specified in this document is sufficient or adequate to protect Developer's interests or liabilities, but are merely minimums.
F. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Owner and Developer by certified mail. Developer shall give notice to the Owner within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
G. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Developer may be observing the correction, removal or replacement of defective work.
H. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
I. Developer shall, upon request by the Owner, deliver to the Owner a copy of each insurance policy purchased by Developer.
J. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Owner, its consultants, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Developer or Developer's insurance carriers.
K. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Developer's obligations under the Agreement, including any indemnity or hold harmless provision.
L. Developer shall require each of its subcontractors, suppliers and other persons or organizations working for Developer to procure and maintain, until the completion of that party's services, insurance of the types and in the coverage amounts required to be carried by Developer in the Agreement unless the Owner agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Developer, unless such party is a licensed professional. The preceding sentence does not preclude Developer from requiring such insurance. Developer shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Developer in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Developer must obtain Certificates of Insurance from any subcontractor otherwise the Developer must provide evidence satisfactory to the Owner that coverage is afforded to the subcontractor or by the Developer's insurance policies.
M. All Bonds and insurance required by this document must be obtained from surety or insurance companies that are duly licensed or authorized to conduct business in the state of Florida and must have an A.M. Best company rating of "A -" or better.

Bond Requirements

A. On or before the effective date of the Design-Build Amendment, Developer shall furnish performance and payment bonds, each in an amount at least equal to the Contract Sum, as security for the faithful performance and payment of all Developer's obligations to furnish, provide and pay for the Work, including but not limited to all design professional and construction services. The performance bond shall remain in effect at least until two (2) year after Final Completion and Final Payment except as provided otherwise by applicable law. Developer shall comply with

section 255.05, Florida Statutes, including recording the bond(s) in the public records of the county where the improvement is located.

B. All Bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Bureau of the Fiscal Service, Surety Bond Branch, U.S. Department of the Treasury. Additionally, the surety shall:

1. hold a certificate of authority authorizing it to write surety bonds in Florida;
2. have twice the minimum surplus and capital required by the Florida insurance code at the time of the Effective Date of the Guaranteed Maximum Price Amendment;
3. be in compliance with the provisions of the Florida insurance code;
4. hold a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. Sections 9304 to 9308; and
5. provide an affidavit executed by an officer of the surety bond insurer as evidence that the surety company is in compliance with the foregoing requirements.

C. All Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

D. If the surety on any Bond furnished by Developer is declared a bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of paragraphs 5.01.B and 5.02, Developer shall within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

Delivery of Three (3) Fire Stations via Public-Private Partnership (P3)
RFP #24-002

REFERENCE LISTING FORM

List a minimum of 5 references for similar projects and contracts, preferably governmental, which you have completed within the past 5 years. Contact information must be current as references will be verified.

1 CUSTOMER NAME: _____
ADDRESS: _____
_____
TELEPHONE: (_____)_____ FAX: (_____)_____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: $_____
ENDING AMOUNT OF PROJECT: $_____

2 CUSTOMER NAME: _____
ADDRESS: _____
_____
TELEPHONE: (_____)_____ FAX: (_____)_____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: $_____
ENDING AMOUNT OF PROJECT: $_____

3 CUSTOMER NAME: _____
ADDRESS: _____
_____
TELEPHONE: (_____)_____ FAX: (_____)_____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: $_____
ENDING AMOUNT OF PROJECT: $_____

4 CUSTOMER NAME: _____
ADDRESS: _____
_____
TELEPHONE: (_____)_____ FAX: (_____)_____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: $_____
ENDING AMOUNT OF PROJECT: $_____

5 CUSTOMER NAME: _____
ADDRESS: _____
_____
TELEPHONE: (_____)_____ FAX: (_____)_____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: $_____
ENDING AMOUNT OF PROJECT: $_____

My company has been in this type of business for _____ years

State License Number: _____ expires:_____

INTERIM DEVELOPMENT AGREEMENT BETWEEN
PINELLAS SUNCOAST FIRE & RESCUE DISTRICT
AND _____
FOR THE DELIVERY OF 3 NEW FIRE STATIONS

THIS INTERIM AGREEMENT ("Agreement") is made and entered into, as of the last date of execution by the Parties ("Effective Date"), by and between the PINELLAS SUNCOAST FIRE & RESCUE DISTRICT, a _____ ("District") and _____, a _____ company, which is authorized to do business in the State of Florida ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, pursuant to Section 255.065, Florida Statutes, the District received an unsolicited proposal from Developer for the turn-key delivery of 3 new fire stations (the "Project"); and

WHEREAS, the District Commission determined that Developer's proposal a qualifying project under Section 255.065, Florida Statutes, deserving of further consideration as a potential public-private partnership; and

WHEREAS, the District published notice of its receipt of the proposal and solicited competing offers for the Project; and

WHEREAS, _____ the District did not receive any competing offers; and – OR –

WHEREAS, _____ the District evaluated competing offers and selected Developer to undertake the project; and

WHEREAS, the District undertook negotiations with Developer as authorized by Section 255.065(5)(c), Florida Statutes; and,

WHEREAS, the Parties now intend to enter into this interim Agreement to begin development of design plans, construction budget, pro-forma model, and schedule assumptions to better inform and guide the development, design, financing, permitting, construction, operation and maintenance of the Project; and

WHEREAS, upon completion of pre-development activities _____, the Parties will negotiate and may enter into a comprehensive agreement (the "Final Agreement") governing the Project,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Recitals and Exhibits.

The recitals provided above and the following exhibits which are attached, are part of this Agreement.

Exhibit A – Scope of Pre-Development Activities
Exhibit B – Pre-Development Activity Budget
Exhibit C – Federal Funding Requirements

2. Pre-Development Generally.

Developer will undertake pre-development activities described in Exhibit A hereto ("Pre-Development Activities"), in good faith and in a commercially reasonable manner, with input and support to be provided by the District to develop a mutually acceptable financial model for the Project. The principles that will guide the development of the financial model for the Project are: (i) the total development budget does not exceed a total principal amount of $_____ (the "Projected Budget") including an allowance for furniture, fixtures and equipment in the amount of $_____ (the "FF&E Allowance"), and (ii) the Project adheres to the vision and all other material provisions as set forth in Developer's proposal.

3. Term.

The term of this Agreement ("Term") shall commence upon the Effective Date and shall terminate upon the earliest to occur of the following:

(a) the effective date of the Final Agreement (the "Closing");

(b) Developer and the District, working in good faith, fail to mutually agree on the architectural or engineering design plans for the Project; and

(c) Developer and the District fail to agree upon a fixed sum final cost for the Project (the "Stipulated Sum") at a price at or below the Projected Budget, or if over the Projected Budget at a price acceptable to District in District's sole discretion;

(d) Developer and the District, working in good faith, fail to mutually agree on the terms and conditions of the Final Agreement;

(e) District determines, in its sole discretion, that options to finance the construction of the Project are not available to District on terms and conditions reasonably acceptable to District;

(f) the effective date of the termination of this Agreement by mutual agreement of the Parties.

4. Scope of Pre-Development Activities.

(a) The Pre-Development Activities constitute the entire scope of the preliminary activities Developer intends to conduct with respect to the Project.

(b) Pre-Development Activities. The Pre-Development Activities include the coordination and commissioning of third-party architects and engineers contracted by Developer to conduct the surveys, tests and to produce the reports or documents described in this Agreement. All Pre-Development Activities, including all tests, shall be performed in a good and workmanlike manner, good industry practices and all applicable laws, rules and regulations and the requirements of governmental authorities. Developer shall provide upon request to the District copies of all written reports, studies, analyses, surveys, designs, plans, drawings, and other written, graphic, and three-dimensional work product prepared by or on behalf of Developer by third parties (excluding Developer's attorneys and accountants) as part of the Pre-Development Activities for the Project (collectively, "Work Product"). The District acknowledges that Developer has expended and will expend, in good faith, money to engage third parties in furtherance of the development of the Project and production of Work Product. Such expenditures anticipated to be expended, are specifically described in that certain "Pre-Development Budget" attached hereto as Exhibit B. Developer shall be permitted to expend funds in excess of any line item amount as long as the total amount set forth in the Pre-Development Budget is not exceeded; provided, however, if Developer desires to spend funds in excess of the total amount set forth in the Pre-Development Budget, any amount in excess of $_____ shall not be subject to reimbursement in accordance with the terms of this Agreement by the District. Developer shall provide monthly updates to the District regarding the actual costs expended to date, including such information as may be requested by the District.

(c) Contractors. Developer shall be responsible for the acts, failures to act, errors and omissions of all contractors, subcontractors, vendors, consultants, and agents engaged in performance of Pre-Development Activities. Except as provided in this Agreement, this Agreement shall not give rise to any contractual or other relationship between the District and any such contractors, subcontractors, vendors, consultants, and agents. The District disclaims and does not undertake any obligation, duty, or responsibility to pay, reimburse, compensate or

otherwise be responsible for payment of any fees, charges, rents, licenses, costs, expenses, reimbursements or any other amount to any contractor, subcontractor, vendor, consultant and agent of Developer (except as described in Section 4 below). Contracts, agreements, purchase orders and other arrangements between Developer and such third parties for labor, licenses, services, equipment, machinery, materials, supplies, and other items utilized in the conduct of the Pre-Development Activities shall be consistent with the terms and conditions of this Agreement. All contracts entered into by Developer shall provide that any review or approval of the Work Product by the District or Developer, or the incorporation of suggested revisions by the District, shall not constitute waiver, release, or acceptance of any error or omission in the Work Product, shall in no way waive or release Developer or the contractors, subcontractors, vendors, consultants and agents from its respective duty to completely perform its obligations under their contracts, the standard of care applicable to the performance of their work, nor constitute a waiver of any claim or warranty. The primary contracts for design and engineering services will be between Developer and _____ (collectively, "Design Professionals") engaged in performance of Pre-Development Activities.

(d) Reports. Developer shall, on a monthly basis, provide a written report describing the status, progress and results of the Pre-Development Activities. The information provided to the District shall include an explanation of any significant variations from the scope, schedule, sequence, or performance of the Pre-Development Activities and identify any potential or known developments that may impact the District or the feasibility, cost or schedule for the design, permitting, financing and construction of the Project or the Pre-Development Activities, and any corrective or remedial actions implemented. The final plans and specifications for the Project are subject to approval by the District.

4. Payment for Pre-Development Activities.

(a) Developer will be responsible for paying the third parties in accordance with the agreements between Developer and each such third party in connection with the due diligence surveys, tests and studies comprising the Pre-Development Activities. Pre-Development Activities shall be performed in accordance with the terms of this Agreement, including the Pre-Development Budget set forth on Exhibit B.

(b) Developer will deliver 30% design plans and specifications to the District (the "30% Plans") for the District's approval. Upon approval of the 30% Plans, Developer will provide an actual budget for the Project (the "Project Budget") based on a Stipulated Sum for delivery of the completed Project to District. Upon the District's acceptance of the Project Budget, the District and the Developer will, in good faith, negotiate the terms and conditions of the Final Agreement. In the event the Final Agreement is not complete and approved by the District within 90 calendar days from the approval of the 30% Plans, the District and Developer will re-evaluate and revise the Project Budget to reflect market changes, if any, in material, labor or other project costs.

(c)

In the event this Agreement is terminated by the District pursuant to Section 2.(b) or Section 11(a), and providing such termination occurs prior to the District's approval of the 30% Plans, as further described in Section 4, the District shall not be obligated to pay Developer for any costs and expenses incurred with respect to Pre-Development Activities. In the event this Agreement is terminated for any other reason, the District shall pay Developer the costs and expenses actually incurred by Developer through the date of termination, up to the total amount listed in the Pre-Development Budget, within thirty (30) days after receipt of Developer's properly submitted request for same accompanied by substantiation of all costs, expenses, fees, charges and other amounts paid for the Pre-Development Activities and Work Product.

5. The Additional Projects.

{TBD – discard section if not applicable}

6. Shared Access Easement Agreement.

{TBD – discard section if not applicable}

7. Certification/Ownership of Work Product. Developer will ensure that all completed Work Product is certified and may be relied upon by the District. All Work Product created by or through Developer shall (as between the Parties) be the exclusive property of Developer unless and until the District has paid for such Work Product. In such event, the District acknowledges that the Work Product is not intended or represented to be suitable for use on the Project unless completed by the Design Professionals. Any use or reuse, or any modification of the Work Project by the District, without written authorization, completion or adaption by the Design Professionals will be at the District's sole risk and without liability or legal exposure to the Design Professionals, or to their respective officers, directors, members, partners, agents, employees, and consultants.

8. Developer-led Approach.

Developer is fully responsible for the selection, coordination, and contractual engagement of the Design Professionals, general contractors, vendors, suppliers and other professional consultants involved in the conduct of the Pre-Development Activities, and making all arrangements with utility, communication, cable and information technology companies and the District with respect to the location of subsurface utility, information technology, communication, and cable installations and other assets, property, equipment, infrastructure and systems necessary to serve the Project.

9. Single Point-of-Contact; Design Plans; Designated Representatives of Each Party.

(a) Coordination. The Parties agree that in order to facilitate efficient communication and information exchange between the Parties relating to the Pre-Development Activities, Developer will be the single point-of-contact and responsible to the District but will actively involve and make available other members of the Developer's team to participate in regularly scheduled planning and progress meetings with District officials, to be held at least monthly through the term of this Agreement. Developer's team will present plans, specifications, schedule and budget reports or updates to the District, apprise the District of progress, and solicit the District's input, feedback, and when appropriate, decisions and/or approvals on material matters pertaining to the conduct of the Pre-Development Activities.

(b) Design Plans and Specifications. Except in the event of a termination, Developer shall provide to the District design plans and specifications that are 30%, 60% and 90% complete. The 30% Plans shall serve as the basis for the design of the Project and shall contain at a minimum, the major design elements, the proposed Project Budget, and project timeline. Any change requested by the District to the design plans following approval of the 30% Plans that increases the Project Budget for the Project shall be the responsibility of the District. Except as otherwise provided in this Agreement, any other change to the 30% Plans that increases the Project Budget for the Project shall be the responsibility of Developer.

(c) Designated Representatives. For clarity of communication and accountability, (i) [_____] will initially serve as the Designated Representative and point-of-contact for the District and (ii) while others on Developer's team will be actively involved in the process, all official communication about material issues related to the Pre-Development Activities shall flow through Developer's Designated Representative _____. Each Designated Representative will be responsible for the further dissemination of information to their respective interested persons.

10. Compliance.

(a) Licenses. Developer agrees to use and require each of its development team members and other contractors, subcontractors, vendors, consultants, and agents to use, only personnel who are qualified and properly trained and who possess any license, permit, registration, certificate or other approval required by any applicable law or any governmental authority to enable such personnel to perform their work, services and activities involving any portion of the Pre-Development Activities.

(b) Laws. Developer specifically agrees that in the performance of the Pre-Development Activities, it shall at all times comply with and cause each of its development team members and other contractors, subcontractors, vendors, consultants and agents to fully comply with all applicable laws, including environmental laws, permits, requirements of governmental authorities, and good industry practice.

11. Default.

(a) If Developer shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by Developer herein (a "Developer Default"), the District, upon obtaining notice or knowledge thereof, shall give prompt written notice of such Developer Default to Developer, but in any event within ten (10) business days. If, within ten (10) business days after receipt of such notice, Developer has not promptly commenced or proposed for the District consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Pre-Development Activities hereunder), the rights and remedies of the District shall include the right to terminate this Agreement by giving written notice to Developer, whereupon this Agreement shall automatically cease and terminate, subject, however, to the rights and remedies of the District, to recover damages sustained by the District and other available remedies, and the survival of Developer's indemnity and insurance obligations hereunder.

12. (b) If the District shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the District herein (a "District Default"), Developer, upon obtaining notice or knowledge thereof, shall give prompt written notice of such District Default to the District, but in any event within ten (10) business days. If , within ten (10) business days after receipt of such notice, the District has not promptly commenced or proposed for Developer consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Pre-Development Activities hereunder), the rights and remedies of Developer shall include the right to terminate this Agreement by giving written notice to the District, whereupon this Agreement shall automatically cease and terminate. In such event, the District shall pay Developer the costs and expenses actually incurred by Developer through the date of termination, in accordance with Section 4(c) herein.

13. Indemnity. Developer shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Developer and other persons employed or utilized by the Developer in the performance of the contract. This provision is consistent with sections 725.06 and 725.08, Florida Statutes. Developer's indemnity obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable

by or for Developer under any statutory program or scheme, including without limitation, any workers compensation, disability benefit or other employee benefit acts.

14. Notices. Any notice, demand, request, consent, approval or other communication authorized or required hereunder (excluding day-to-day communication in the administration of this Agreement in the ordinary course) shall be in writing, shall be delivered personally or by national recognized overnight courier and shall be deemed to have been duly given and received upon receipt if delivery is made on a business day during regular business hours, or otherwise on the next business day. Confirmation of delivery of notice by an overnight courier shall be conclusive evidence of receipt of such notice. Notices to a Party shall be addressed to such Party at the addresses provided below, or such other addresses as a Party may from time to time designate by written notice to the other Party:

If to District	Name Title Address City, State Zip Email
With a copy to:	Name Title Address City, State Zip Email
If to Developer	Company Attn: Address City, State Zip Email
With a copy to:	Company Attn: Address City, State Zip Email

15. Insurance Coverage.

a. Developer shall require all Design Professionals performing Pre-Development Activities pursuant to this Agreement to obtain, carry and keep in full force, professional liability insurance covering liability arising out of error, omission, or negligent acts in the performance, or lack thereof, of professional services contemplated under this Agreement in an amount of not less than $1,000,000 per claim / $2,000,000 aggregate; provided Developer's subcontractors who are providing professional design services shall be required to maintain such insurance in an amount of not less than $1,000,000 per claim/$2,000,000 aggregate. If the District requires coverage limits in excess of the amounts stated herein, Developer shall require same, subject to the District's reimbursement for the additional premium costs, if any.

b. On or before the Effective Date, and thereafter during the term hereof, Developer shall provide the District with original, current Certificates of Insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker

authorized to do so, as evidence of all insurance policies. Said Certificates of Insurance shall name the District Board of Commissioners as an Additional Insured and Certificate Holder. No insurance policy required hereunder may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to the District or, in the event of cancellation for non-payment of premium, ten (10) days prior written notice. Developer shall provide the District with renewal certificates of insurance or binders not less than five (5) business days prior to such expiration. Insurance shall be maintained without lapse in coverage during the term of this Agreement. The District shall also be given certified copies of Developer's policies of insurance, upon request.

16. Due Authorization; Binding Agreement. The Parties represent and warrant that the signatories below are duly authorized by the Party each represents to enter into this Agreement, and by their signatures do bind the Parties to the terms of this Agreement.

17. Consequential Damages. In no event shall either Party have any liability to the other or its affiliates, contractors or subcontractors on account of any consequential, incidental, indirect, special, punitive or exemplary damages, whether in contract, tort (including negligence and strict liability) or under any other legal or equitable principles whatsoever, or for any loss of profits, opportunity, reputation, financing or revenue.

18. Governing Law and Venue**.** The laws of the State of Florida govern this Contract. In the event either Party wishes to initiate legal action regarding this Contract, venue will be in the Sixth Judicial Circuit in and for Pinellas County, Florida for claims under state law and in the United States District Court for the Middle District of Florida for any claims which are justiciable in federal court.

19. Mediation of Disputes. If the Parties cannot resolve a dispute arising out of or relating to this Agreement through negotiation, either Party may schedule mediation before a mediator certified by the Florida Supreme Court. Only after an impasse occurs in mediation may either Party pursue litigation. In no event will the existence of litigation of any controversy or the settlement thereof in and of itself delay the performance of obligations under this Agreement.

20. Waiver of Jury Trial. IN THE EVENT LITIGATION IS PROSECUTED BY ANY PARTY TO THIS AGREEMENT, THE DISTRICT AND DEVELOPER AGREE TO WAIVE TRIAL BY JURY TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW.

21. Assignment. Developer shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the District. Any attempted assignment in violation of this paragraph will be null and void.

22. Public Records.

a. Any document submitted to the District may be a "public record" as defined by Florida law. Any public record is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. In accordance with §119.0701, Florida Statutes, Developer, when acting on behalf of the District, as provided under §119.011(2), Florida Statues, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the District's custodian of public records, Developer must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted by law. Additionally, Developer shall provide the public records at a cost that does not exceed the cost provided by law. If Developer believes any record it provides to the District is exempt from public records disclosure, it must

specifically identify it and cite the applicable exempting law. Developer is solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes.

b. Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including materials exempt from disclosure pursuant to Section 119.071(3)(b)(1), Florida Statutes, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Developer does not transfer the records to the District. Upon the completion of the Agreement, Developer shall transfer, at no cost, to the District all public records in the possession of Developer and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology system of the District.

c. **IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KIMBERLY HAMPTON, AT (727) 595-1117 EXT. 100, 304 1ST STREET, INDIAN ROCKS BEACH, FLORIDA, 33785, EMAIL: KHAMPTON@PSFRD.ORG**.

23. Waiver. No waiver of any term of the Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

24. Severability. If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

25. Entire Agreement. The Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this Contract will be binding unless it is in writing and signed by both parties.

26. Scrutinized Companies. Developer certifies that it is in compliance with section 287.135, Florida Statutes. The District may terminate this Agreement if Developer is found to be out of compliance with this statute. Developer certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. The District may terminate this Agreement if Developer is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Developer acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

27. Public Entity Crimes. Developer understands the requirements of sections 287.132 and 287.133, Florida Statutes and represents and warrants that it is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Developer is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the District if it becomes non-compliant.

28. E-Verify**.** Developer represents and warrants that it is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(2)(a), Florida Statutes, Developer has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Developer shall require any subcontractors to provide the Developer with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Developer shall maintain a copy of such affidavit for the duration of the contract.

29. Federal Funding Requirements. Because this Project may be partially funded with federal funds, the requirements contained in **Exhibit C** apply to this Agreement.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and agree to be bound hereby as of the Effective Date.

PINELLAS SUNCOAST FIRE & RESCUE DISTRICT

By: _____

_____
Print Name and Title

Date: _____

[DEVELOPER]

By:_____

_____
Print Name and Title

Date:_____

Exhibit A

Scope of Pre-Development Activities

The following are the site-specific environmental and engineering due diligence evaluations and architectural design and engineering activities to be performed by Developer in accordance with the terms of this Agreement.

1. Environmental Site Assessment

2. Geotechnical Report

3. Survey

4. Civil Engineering

6. Design Architect

7. Schematic ASMEP

8. Design Development ASMEP

9. Identify Governmental Restrictions and Requirements

10. Identify Utility Requirements

11. Facilitate Project Financing

Exhibit B

Pre-Development Activity Anticipated Budget

Exhibit C

Federal Funding Requirements

Developer and its contractors shall comply with the provisions below.

a. 2 CFR. 25.110

b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

c. Executive Orders 12549 and 12689

d. 41 CFR s. 60-1(a) and (d)

e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document for funds being used for this Project the conflicting terms and conditions of the federal funding document will prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, proposer must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The proposer must disclose in writing any potential conflict of interest to Pinellas Suncoast Fire and Rescue or pass-through entity in accordance with applicable Federal policy. Further, Pinellas Suncoast Fire and Rescue is required to maintain conflict of interest policies as it relates to procured contracts.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: proposer acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the proposer's actions pertaining to this solicitation. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all subcontractors. Prior to contract award, the proposer shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from: Florida Department of Management Services (Office of Supplier Diversity) Florida Department of Transportation Minority Business Development Center in most large cities and Local Government M/DBE programs in many large counties and cities Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the proposer agrees as follows: (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Proposer will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of $2,000 awarded by non-Federal entities, including Pinellas Suncoast Fire and Rescue. Requirement: If applicable to this solicitation, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposer are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, Pinellas Suncoast Fire and Rescue will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of $2,000 awarded by non-Federal entities, including Pinellas Suncoast Fire and Rescue. Requirement: If applicable to this Solicitation, proposer shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this solicitation. Proposer are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no

laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of $150,000.00. Requirement: proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: proposer certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Proposer now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds $25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The proposer agrees to accomplish this verification by: (1) Checking the System for Award Management at website: http://www.sam.gov; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of $100,000. Requirement: proposer must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Pinellas Suncoast Fire and Rescue when federal funds may be or are being used under the Contract. Requirement: proposer must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: Proposer will make available to Pinellas Suncoast Fire and Rescue's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Pinellas County, Pinellas County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to Pinellas Suncoast Fire and Rescue's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Pinellas Suncoast Fire and Rescue may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: Any Awarded Contract may be terminated by Pinellas Suncoast Fire and Rescue in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: Pinellas Suncoast Fire and Rescue will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases ($3000 or less, except for construction contracts over $2000). Requirement: proposer shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: Proposer will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Proposer from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Proposer's violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability**:** All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may

come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Pinellas Suncoast Fire and Rescue for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: Proposer and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to Proposer employees may apply to the Federal grant award dollars involved with a resulting contract. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of Proposer and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the Proposer shall, upon request, provide Pinellas Suncoast Fire and Rescue the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Proposer shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of $50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: proposer must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly

(including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The proposer shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.