



**RFQ #24-001  
Design-Build of  
Pinellas Suncoast Fire & Rescue Station No. 28**

Date of Issue: November 29, 2023

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## **SECTION I**

### **Project Scope**

The Project consists of the design and construction of a new two-story fire station, related site improvements, and demolition of an existing building.

This RFQ includes the Design Criteria Package for Fire Station No. 28. The District may opt to develop additional projects, Fire Stations No. 27 and No. 26. In doing so, the District may choose to contract with the selected Design-Builder to design and construct Fire Stations No. 27 & No. 26, subject to acceptance of a proposal based on Design Criteria Packages to be prepared for each station.

### **General Terms & Conditions**

In this RFQ, the words "bid," "proposal," and "response" have the same meaning, and the terms, "bidder," "proposer," "respondent," and "contractor" have the same meaning.

### **Obtain Documents**

Respondents may obtain one set of this RFQ and required forms from:

Pinellas Suncoast Fire & Rescue District  
304 1<sup>st</sup> 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/>.

## **RFQ Solicitation Schedule**

<b>Tentative Schedule</b>	
<b>Task</b>	<b>Date</b>
RFQ Released to General Public	November 29, 2023
Deadline for Questions by Interested Parties	December 15, 2023
Proposal Due Date and Opening	December 29, 2023
Evaluation and Selection	January 2024
Presentations, if required	TBD
Board of Commissioners Approval of Contract	TBD

### **Inquiries**

All questions related to this RFQ document must be submitted to Chief Jeffrey Davidson, or his designee, via email at [JDavidson@psfrd.org](mailto:JDavidson@psfrd.org) using "Question re: RFQ #24-001 Pinellas Suncoast Fire & Rescue Station No. 28" as the subject line. **Questions must be submitted on or before 5:00 p.m. on December 15, 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 1<sup>st</sup> Street, Indian Rocks Beach, Florida 33785 ("District headquarters"). **The deadline to submit a proposal is 2:00 p.m. on December 29, 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 29, 2023,** all responses will be publicly opened and acknowledged at District headquarters. 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 RFQ 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 1<sup>st</sup> Street, Indian Rocks Beach, FL 33785, in an opaque, sealed envelope. Identify the envelope with the following information:

Pinellas Suncoast Fire & Rescue Station No. 28  
RFQ #24-001  
Deadline 2:00 PM December 29, 2023  
Name of Respondent

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 RFQ 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 Design-Builder 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 RFQ 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 will enter into an agreement with the selected Proposer using the form agreement provided in Section III of the Design-Criteria package. This RFQ 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 RFQ.**

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 RFQ.**

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

## **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 interpretation of specifications or the bid process shall be addressed to the District, in writing, via email at [JDavidson@psfrd.org](mailto: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 and on VendorLink. **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 1<sup>st</sup> 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 Iran Terrorism Sectors, 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.

**SECTION II**

**DESIGN CRITERIA PACKAGE  
FOR  
PINELLAS SUNCOAST FIRE & RESCUE STATION NO. 28  
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 a new fire station utilizing the design/build delivery method. The fire station will be located on a site currently owned by the District. The new building is approximately 11,000 square feet and will have 2 stories.

The tentative schedule is:

<input type="checkbox"/> Design-Builder Selection/Contract Negotiation	2 months
<input type="checkbox"/> Site/Building Design/Project Pricing Negotiation	3-4 months
<input type="checkbox"/> Permit/Construction Documents	2-3 months
<input type="checkbox"/> 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 for the proposed Fire Station No. 28 that is within the budget and schedule requirements of the Owner. The detailed criteria are included in this document. The Owner will receive Qualifications from multiple firms of its choosing and will determine which firm 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 utilizing AIA Document A141-2014 Standard Form of Agreement between Owner and Design-Builder as the form of agreement with the Design/Build firm (D/B) to be the most advantageous to the Owner. 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 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

The Project Design/Build Budget for site and building construction and design, and existing building demolition is \$8 million. 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 requires Final Completion and Occupancy of the Project no later than 20 months after the Notice To Proceed (NTP) for the design of the project.

### Project Coordination

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

## **Design Phase - Scope**

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 Design-Build firm 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 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.

**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 Design-Builder'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 Design-Build firm 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 Design-Build firm 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 Design-Build firm in completing adequate site investigations.
8. Acquisition of all permits will be the responsibility of the Design-Build firm. Preparation of complete permit packages will be the responsibility of the Design-Build firm. If any agency rejects or denies the permit application, it is the Design-Build firm's responsibility to make whatever changes necessary to ensure the permit is approved.
9. The Design-Build firm will NOT be required to pay local impact fees. The Design-Build firm 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 Design-Builder 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 Design-Build firm.
10. The Design-Build firm shall be responsible for verification of existing conditions, including research of all existing records and other information.
11. The Design-Build firm 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 Design-Build firm 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 Design-Build firm 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**

##### Design

The Design-Build firm 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 Design-Build firm under this contract.

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

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.

##### Construction

The Design-Build firm shall be responsible for developing and maintaining Quality Control procedures to verify, check, and maintain control of key construction processes and materials. The design-Build firm 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 Design-Build firm to ensure quality products and services are being provided.

#### 15. **Shop Drawings:**



The Design-Build firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall bear the stamp and signature of the Design-Build firm 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 Design-Build firm. The Owner's procedural review of shop drawings is to assure that the Design-Build firm 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 Design-Build firm 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 Design-Build firm'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 Design-Build firm'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 Design-Build firm 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 Design-Build firm

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

**End Part I**

## Part II – Design Criteria

### 01 00 00-1

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 of approximately 11,000 net square feet.
- 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.

### 01 00 00-2

Design shall provide a main entry area on 94<sup>th</sup> Ave. N. and a secondary entry to the parking on 135<sup>th</sup> Street. 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.

### 01 10 00-1

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

### 01 10 00-2

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

### 01 10 00-3

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.

### 01 20 00

Multiple Contract Summary - TBD

### 01 41 00

This building must be 100% ADA compliant.

### 04 00 00

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

### 07 00 00

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.

### 08 00 00-1

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

### 08 00 00-2

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

**08 00 00-3**

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.

**08 10 00-1**

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.

**08 10 00-2**

All interior doors shall be 7'0" x 3'0" wide unless larger is required.

**08 10 00-3**

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.

**08 10 00-4**

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

**08 10 00-5**

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

**08 10 00-6**

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

**08 10 00-7**

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

**08 31 00**

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.

**09 00 00-1**

Office ceiling heights shall be a minimum of 9'. Ceiling heights in public spaces will be appropriate to the space.

**09 00 00-2**

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.

**09 00 00-3**

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.

**09 00 00-4**

Lobby areas shall have stone texture tile. Other areas shall be rubberized "Mondo" flooring, carpet, wood or vinyl tile as determined by Owner.

**09 00 00-5**

Bathrooms shall have 12"x12" or larger porcelain tile floors and half height tile wainscot on all wet walls.

**09 00 00-6**

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.

**09 00 00-7**

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.

**09 00 00-8**

Lobby areas and ancillary Public Spaces shall be designed utilizing details to complement materials in those areas.

**09 00 00-9**

All exposed metal in the building shall be painted.

**10 14 00**

- 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.

**10 22 00**

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

**10 28 00-1**

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

**10 28 00-2**

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

**10 75 00**

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

**11 82 00; 32 00 00; 04 00 00**

Waste handling dumpsters shall be screened from the public view. Screening shall meet all County 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.

**12 93 00**

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

**21 00 00; 22 00 00; 23 00 00**

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.

**21 00 00; 22 00 00; 23 00 00**

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.

**21 00 00; 22 00 00; 23 00 00**

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

**21 00 00; 22 00 00; 23 00 00; 26 00 00**

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

**21 00 00; 22 00 00; 23 00 00; 26 00 00; 27 00 00; 28 00 00**

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.

**21 00 00; 22 00 00; 23 00 00; 26 00 00; 27 00 00; 28 00 00**

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.

**22 00 00; 23 00 00; 26 00 00**

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

**22 00 00; 23 00 00; 26 00 00; 27 00 00; 28 00 00**

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.

**22 00 00 - 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.

**22 00 00; 23 00 00**

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.

**22 00 00-1**

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

**22 00 00-2**

Water piping shall be copper, PVC or steel.

**22 00 00-3**

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.

**22 00 00-4**

Hangars and supports shall be non-metallic.

**22 00 00-5**

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

**22 00 00-6**

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

**22 00 00-7**

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

**22 00 00-8**

Cleanouts shall be installed to allow convenient access for maintenance.

**22 00 00-9**

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.

**22 00 00-10**

Faucets for bar sinks shall be Moen 4910.

**22 00 00-11**

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

**22 00 00-12**

Faucets for kitchen sinks shall be Moen 4730.

**22 00 00-13**

Faucets for utility/laundry sinks shall be Moen 7430.

**22 00 00-14**

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.

**22 00 00-15**

Hose bibs and wall hydrants shall be Acorn or Zurn.

**22 00 00-16**

Fixture supports shall be provided by one of these products:

Josam  
Jay R. Smith  
Wade  
Zurn Industries

**22 00 00-17 - 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.

**22 00 00-18**

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



**22 00 00-19**

Water coolers shall be provided by Elkay Manufacturing Company.

**22 00 00-20**

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

**22 00 00-21**

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

**22 00 00-22**

Booster pumps shall be provided by one of the following:

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

**22 00 00-23**

Submersible sump pumps shall be provided by:

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

**22 00 00-24**

Electrical water heater shall be provided by:

Lochinvar Corp.  
Ragem Manufacturing Company  
A. O. Smith

**23 00 00-1**

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.

**23 00 00-2**

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

**23 00 00-3**

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

Baltimore Aircoil Company  
Marlee Cooling Tower Company  
Tri-Thermal

**23 00 00-4**

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

**23 00 00-5**

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

**23 00 00-6**

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

**23 00 00-7**

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.

**23 00 00-8**

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

**23 00 00-9**

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

**23 00 00-10**

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.

**23 00 00-11**

Design-Builder will provide a life cycle analysis of the HVAC options and recommended solution for consideration of the Owner.

**23 00 00-12**

Air handling units shall be provided by Trane.

**23 00 00-13**

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

**23 00 00-14**

Air coil tubing shall be copper.

**23 00 00-15**

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.

**23 00 00-16**

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

**23 00 00-17**

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

**23 00 00-18**

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

**23 00 00-19**

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.

**23 00 00-20**

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

**23 00 00-21**

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

**23 00 00-22**

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.

**23 00 00; 26 00 00**

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

**26 00 00-1 General (Electrical)**

Building electrical system and devices, lighting, etc. shall be designed to minimize electrical consumption.

**26 00 00-2**

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

**26 00 00-3**

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.

**26 00 00-4**

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

**26 00 00-5**

Service entry conduit shall be 2" minimum.

**26 00 00-6**

All electrical conductors shall be copper.

**26 00 00-7**

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

**26 00 00-8**

Distribution panels and switchboards shall be provided by:

Square D  
General Electric  
Westinghouse/Cutler-Hammer

**26 00 00-9**

Equipment 400 amp and less shall be Square D.

**26 00 00-10**

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

**26 00 00-11**

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

**26 00 00-12**

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

**26 00 00-13**

Fluorescent fixtures shall be provided with electronic ballasts.

**26 00 00-14**

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 acorn style, per County specifications.

**26 00 00-15**

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

**26 00 00-16**

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

**26 00 00-17**

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.

**26 51 00**

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.

**26 55 00**

Security lighting will be on photocell, no timeclock.

**26 56 00**

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

**27 00 00-1**

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

**27 00 00-2**

Security system will be by Stanley CSC.

**27 00 00-3 (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.

**27 00 00-4**

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

**27 00 00-5**

Racks and equipment shall be floor supported for all equipment and terminations.

**27 00 00-6**

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

3M  
Avaya  
Siemon  
Ortronics

**27 00 00-7**

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.

**27 00 00-8**

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

**28 00 00-1**

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

**28 00 00-2**

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.

**28 00 00-3**

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%.

**28 00 00-4**

Fiber optic cabling shall be in protective conduit. Horizontal cabling shall be supported using J-hooks or open trays.

**28 00 00-5**

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.

**28 00 00-6**

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

**28 00 00-7**

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

**31 31 00**

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

**32 00 00-1**

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.

**32 00 00-2**

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".

**32 00 00-3**

The contract shall include site storm drainage.

**32 80 00; 32 90 00**

The landscape shall be per County 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.

**End Part II**

## Part III – Contract Form

### CONTRACT FORM

The contract form will be the AIA Document A141-2014, Standard Form of Agreement Between Owner and Design-Builder and A141-2014 Exhibit A, Design-Build Amendment, as modified below; and a modified Exhibit B, Insurance and Bonds.

### CONTRACT MODIFICATIONS

#### AIA Document A141-2014 – Standard Modifications

General Note: <i>ADD</i> or <i>INSERT</i> items in <b>bold</b> ; <i>DELETE</i> items with strike-through or as noted.
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#### 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 25<sup>th</sup> day of the month.**

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

9.5.1 *INSERT new subparagraph 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 not 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 Twentieth Judicial Circuit in and for Collier 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 Iran Terrorism Sectors, 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. The District may terminate this Agreement if Design-Builder is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes or has been placed on a list created pursuant to section 215.473, Florida Statutes relating to scrutinized active business operations in Iran. 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 1<sup>ST</sup> 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 **25<sup>th</sup>** day of the month, the Owner shall make payment of the approved and certified amount to the Design-Builder not later than the **15<sup>th</sup>** 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 25<sup>th</sup> 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.

## AIA Document A141-2014 Exhibit B – Standard Modifications

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**

Conceptual site plan, floor plan, are included as an attachment at the end of the RFQ. These conceptual documents are included to convey the Owner's program and to illustrate the level of finish quality expected from the design and the Design-Builder. The Owner has identified items in the conceptual design that will require further consideration. As stated previously, it is the desire of the Owner to develop a floor plan and site plan that meets the general requirements contained in these plans along with other considerations identified in the schematic design phase. Additionally, the Owner expects the Design-Builder to demonstrate design creativity in developing alternate 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 the 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 as listed herein may be added to the end of each section. However, the required information must be listed first in each section. Any Addenda are to be acknowledged on the Signature Sheet.

Failure to submit this information will render your response non-responsive. 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 RFQ'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 RFQ. The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

#### **Tab 1. Firm's Experience with Design-build of Public Buildings**

Indicate the firm's experience and background in providing design-build services 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 Member's Professional Experience in this Type of Project**

Provide an organizational chart. Indicate specifically the members of the firm 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 design-build projects and experience with other team members on similar projects.

#### **Tab 3. Team's Approach to the Project**

Provide a description of the team's approach to design-build. The project approach must address how the project will be organized, the services that would be recommended for the preconstruction and construction phases, and the approach to managing the design and construction of the project. The approach should also address how the respondent will maintain the scope and budget.

#### **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. Ability to Meet the Budget**

Provide a statement regarding the proposed building budget and your ability to design and construct a project within that budget. The proposed budget should include a breakdown of the costs for design, sitework, the building, and interiors.

#### **Tab 6. Ability to Meet the District's Completion Time**

Provide a proposed timetable from Notice To Proceed for design through Final Completion.

**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. Current and Projected Work Assignments**

Provide information indicating the Firm's current and projected workload.

**Tab 9. 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 RFQ. Respondents must provide a minimum of 3 and up to 5 references for projects within the past 5 years.

**Tab 10. REQUIRED FORMS**

Include the following fully executed forms as well as proof of insurance/insurability under **Tab 10**.

Signature Sheet  
Drug Free Workplace Form  
Non-Collusion Affidavit  
Certificates or other proof of required insurance  
Public Entity Crimes Statement  
E-Verify Affidavit

## 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 RFQ, 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.

### 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 RFQ instructions, and the terms and conditions set forth within the RFQ 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.

<b>Evaluation Criteria</b>		<b>Maximum Points</b>
1	<b>Firm's</b> experience with design-build of public buildings	25
2	<b>Team member's</b> professional experience in this type of project	25
3	Team's approach to scope of work	20
4	Financial stability of firm	20
5	Ability to meet budget	15
6	Ability to meet District's completion time	15
7	Location of primary office or principal	10
8	Current and projected work assignments	10
9	Client references	10
<b>Total Points To Be Earned</b>		<b>150</b>

**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 RFQ 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.

**Design-Build of Pinellas Suncoast Fire & Rescue Station No. 28  
RFQ 24-001**

**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 by the District 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: \_\_\_\_\_

## STATEMENT OF NO BID

Pinellas Suncoast Fire & Rescue District  
304 1<sup>st</sup> Street  
Indian Rocks Beach, FL 33785

We, the undersigned, have declined to bid on **RFQ-23-xxxx Design-Build of Pinellas Suncoast Fire & Rescue Station No. 28** - for the following reason(s):

- We do not offer this service\product.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Other \_\_\_\_\_

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of the District.

Company Name \_\_\_\_\_

By \_\_\_\_\_

(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

Company Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Toll Free Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Date \_\_\_\_\_

## **DRUG FREE WORKPLACE FORM**

The undersigned bidder, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

\_\_\_\_\_  
(Authorized signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print/type name as signed above)



**NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_,  
Title Firm/Company  
the respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the District, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
(Signature of Notary Public)  
\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)  
Notary Public  
\_\_\_\_\_  
(Commission Number)

**Design-Build of Pinellas Suncoast Fire & Rescue Station No. 28**  
**RFQ 24-001**

**INSURANCE AND BOND REQUIREMENTS**

When Design-Builder delivers the executed Agreement to Owner, Design-Builder shall also deliver to Owner: (a) an updated letter from Design-Builder's surety or sureties verifying that Design-Builder has bonding capacity of at least \$10 million available for this Project; (b) certificates of insurance and the insurance declaration page(s) for the insurance requirements and policies set forth herein which Design-Builder 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. Design-Builder 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 Contractors 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
--------------------------------------	-------------

**Design-Builder'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 Design-Builder:

- |  |             |
|--|-------------|
| 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.

Design-Builder's Property Insurance On or before executing the Design-Build Amendment, Design-Builder 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, Design-Builder, 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, Design-Builder and Consultant with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.
2. Design-Builder shall be responsible for any deductible or self-insured retention.

Excess or Umbrella Liability This insurance shall protect 1) Design-Builder, 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 Design-Builder, 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 Design-Builder 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. Design-Builder 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 Design-Builder hereunder. Design-Builder 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 Design-Builder'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 Design-Builder by certified mail. Design-Builder 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 Design-Builder 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. Design-Builder shall, upon request by the Owner, deliver to the Owner a copy of each insurance policy purchased by Design-Builder.
- 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 Design-Builder or Design-Builder'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 Design-Builder's obligations under the Agreement, including any indemnity or hold harmless provision.
- L. Design-Builder shall require each of its subcontractors, suppliers and other persons or organizations working for Design-Builder 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 Design-Builder 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 Design-Builder, unless such party is a licensed professional. The preceding sentence does not preclude Design-Builder from requiring such insurance. Design-Builder shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Design-Builder in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Design-Builder must obtain Certificates of Insurance from any subcontractor otherwise the Design-Builder must provide evidence satisfactory to the Owner that coverage is afforded to the subcontractor or by the Design-Builder'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, Design-Builder 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 Design-Builder'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. Design-Builder 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 Design-Builder 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, Design-Builder 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.

**Design-Build of Pinellas Suncoast Fire & Rescue Station No. 28**  
**RFQ 24-001**

**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: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to PINELLAS SUNCOAST FIRE & RESCUE DISTRICT by

\_\_\_\_\_

(Print individual's name and title)

for \_\_\_\_\_

(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (indicate which additional statement applies)

\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. Attach a copy of the final order.

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. Describe any action taken by or pending with the State of Florida, Department of General Services.

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ company organized under the laws of the State of \_\_\_\_\_, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires \_\_\_\_\_  
Notary Public  
Name (Printed) \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)



**E-Verify Registration and Affidavit**

Section 448.095, Florida Statutes requires that Contractor register with and use the U.S. Department of Homeland Security’s E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Consultant/Contractor employees hired on and after January 1, 2021. Additionally, Contractor shall require all subconsultants/contractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the District of compliance with Section 448.095, Florida Statutes, prior to entering an Agreement with the District.

**Affidavit**

I hereby certify that \_\_\_\_\_ (Contractor) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Contractor) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title, Company name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or Contractor, title of officer or Contractor) of \_\_\_\_\_ (name of Contractor company acknowledging), a - \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_