



PASCO COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 847-8194
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www.PascoCountyFL.net

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSQ)

RSQ NO. 07-166

CONSTRUCTION MANAGEMENT (CM) AT-RISK SERVICES FOR BARRACKS ADDITION AT LAND O' LAKES DETENTION CENTER

The Pasco County Board of County Commissioners is seeking a qualified firm to provide Construction Management At-Risk (CMAR) services for construction of a new three (3) story inmate barracks addition at the Land O' Lakes Detention Facility. The CMAR will work with the project architect, Clemons, Rutherford & Associates, Inc., to provide constructability reviews, value engineering, etc., for the subject construction to ensure the project remains within the allotted budget; and to develop, through negotiation with the County, a Guaranteed Maximum Price (GMP) to construct the project (at a point of 90% to 100% design completion). It is the County's intent to compensate the CMAR on a cost-plus-a-fee basis, with a GMP. To be considered, firms must have successfully completed construction of similar multi-floor (vertical) jail facilities with gross square footage of 50,000 or greater. In addition, firms will be required to prove their ability to secure public construction bonds (payment and performance) in the amount of \$30 Million or more.

The subject project consists of the construction of a three (3) story inmate housing pod addition at the existing Land O' Lakes Detention Center. Work includes, but is not limited to, site work, site utilities, concrete foundation systems, tilt-up walls, hollow core concrete panels, cast in place concrete, concrete masonry, detention equipment, electronic security systems, mechanical systems, plumbing systems and electrical systems. The Project Architect's estimated cost for this project is \$15 Million. The CMAR will not be allowed to self perform any of the work or furnish construction equipment.

The Pasco County Purchasing Department will receive responses until **4:00 p.m.**, local time, (our clock) on **July 26, 2007**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the offerors submitting responses being read. All interested parties are invited to attend. Offerors shall submit six (6) response copies. Each response copy shall be bound in a single volume.

All questions must be directed, in writing, to the Purchasing Director, Scott Stroman. Questions may be faxed to (727) 847-8065. Copies of the complete RSQ document and preliminary project drawings may be viewed and purchased at our online plan room or at www.PascoPlanRoom.com. The County is not responsible for expenses incurred in prior to award by the Board of County Commissioners. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING

GENERAL PROVISIONS

ACKNOWLEDGMENT OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to the solicitation by letter, by returning a copy of the issued amendment with the submittal, or notation on the submitted response. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of responses. Failure to acknowledge an issued amendment may result in submittal rejection and disqualification.

ADDITIONAL INFORMATION

Questions concerning this request must be submitted in writing to Scott Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; fax machine number (727) 847-8065. Offerors are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of this request shall not be relied upon unless subsequently ratified by a formal written amendment. No questions will be accepted after five (5) days prior to the date set for opening.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the offeror will in no way be a cause for relief from responsibility.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract will be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to the County, Pasco County reserves the right to cancel and obtain from another source any services which have not been provided within the required period of time, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the County.

CONFLICT OF INTEREST

The contractor, by responding to this request, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of services specified in this request. Furthermore, as part of the resulting contract, the contractor must warrant that its firm will not engage in providing consulting or other services to any private entity regarding any property within the defined geographic area during the term of the resulting contract.

CONTRACT TERM AND REQUIREMENTS

It is the County's intent to develop an agreement for the services specified herein, contingent upon the appropriation of funds. The contents of the response submitted by the successful firm, with any amendments or subsequent revisions, will become part of the resulting contract.

COPYRIGHT

The successful contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the resulting contract. The contractor further agrees to execute such documents as Pasco County may request to effect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Request for Qualifications shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Request for Qualifications shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

DEBARMENT

By submitting a response, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

EXPENSES INCURRED IN PREPARING RESPONSE

Pasco County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a response. Such expenses shall be borne exclusively by the offeror.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the services in accordance with the contract terms and conditions agreed upon, Pasco County may procure the services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids or proposals to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

NONAPPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancelation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Pasco County shall not be obligated under this contract beyond the date of termination.

NONCONFORMING TERMS AND CONDITIONS

A response that includes terms and conditions that do not conform to the terms and conditions in the RSQ document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

INFORMALITIES AND IRREGULARITIES

The Pasco County Board of Commissioners reserves the right to reject any or all responses in whole or in part; or accept any response which is deemed most advantageous and in the best interest of Pasco County.

PRINCIPAL PERSONNEL

Principal or key personnel identified in the response may not be substituted without prior written approval of Pasco County. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld by Pasco County.

ENVELOPES CONTAINING RESPONSES

Envelopes containing responses must be sealed and marked in the lower left hand corner with the request number, and date and hour of opening. Failure to do so may cause the offeror's response not to be considered. Express Company, or Express Mail envelopes containing a sealed response shall also be sealed and marked in the lower left hand corner with the request number, and date and hour of opening.

PUBLIC INFORMATION

Upon public opening of all responses presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

VERBAL COMMUNICATIONS

No oral statement of any person shall modify or otherwise affect the terms, conditions, requirements, or scope of work specified herein. All modifications must be made in writing by Pasco County.

RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

RESERVATION OF RIGHTS

Pasco County may (1) amend or modify this RSQ, (2) revise requirements of this RSQ, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any offeror and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this RSQ, in whole or in part, if Pasco County deems it in its best interest to do so. Pasco County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

RESPONSE RECEIPT AND OPENING

Pasco County will receive sealed responses until the date and time indicated on the cover. Responses must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time, **READING ONLY THE NAMES OF THE SUBMITTING OFFERORS**. Responses must be received in the Purchasing Department before or on the hour and date indicated on the cover. Responses received after the date and time of the opening will be returned to the offeror unopened. It is the responsibility of the offeror to ensure that responses arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late responses. **FACSIMILE (FAXED) RESPONSES WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.**

END OF GENERAL PROVISIONS

STATEMENT OF WORK

Responses will be received from firms having specific experience and qualifications in the area identified in the Request for Qualifications. For consideration, responses to this request must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the requested services.

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It is the County's intent to compensate the CMAR on a cost-plus-a-fee basis, with a GMP. To be considered, firms must have successfully completed construction of similar multi-floor (vertical) jail facilities with gross square footage of 50,000 or greater; and firms must prove their ability to secure public construction bonds (payment and performance) in the amount of \$30 Million or more. The CMAR will not be allowed to self perform any of the work or furnish construction equipment.

The subject project consists of the construction of a three (3) story inmate housing pod addition at the existing Land O' Lakes Detention Center. Work includes, but is not limited to, site work, site utilities, concrete foundation systems, tilt-up walls, hollow core concrete panels, cast in place concrete, concrete masonry, detention equipment, electronic security systems, mechanical systems, plumbing systems and electrical systems. The Project Architect's estimated cost for this project is \$15 Million. Construction time is currently estimated to be between twelve (12) and fourteen (14) months, beginning in the last quarter of 2007. The preliminary project plans may be viewed and purchased at the County's Online Plan Room (www.PascoPlanRoom.com).

END OF STATEMENT OF WORK

RESPONSE FORMAT

Offerors shall present their responses to the Request for Qualifications in the manner and format listed below, identifying each response by its respective tab numeral.

Tab

Item

- I *Management Summary and Qualifications.* The offeror shall provide a cover letter indicating the firm's interest in the project. Offeror shall clearly indicate the firm's name, length of time in business, firm's locations—including main office, and the names and titles of the firm's officers. Offeror shall provide a description of the firm's organizational structure, including resumes of the principals, project manager(s) and professional staff who will be engaged to work directly with the County.
- Offeror shall disclose any potential conflict of interest due to any other clients, contracts, or property interests. Include statement certifying that no member of your firm's ownership, management or staff has a vested interest in any aspect of any department of Pasco County or the Project Architect, Clemons, Rutherford & Associates, Inc.
- II *Work Experience.* Offeror shall identify and describe all completed multi-floor (vertical) jail facility projects with gross square footage of 50,000 or greater, where the offeror acted as the CM At-Risk (CMAR). For each project described, the offeror must include: 1) client's name and address; 2) contact person; 3) telephone number; 4) original project estimate; 5) actual project cost; 6) original schedule (start/completion dates); 7) actual project schedule (start/completion dates); and 8) summary of major issues and change orders. Client contact information must be current and accurate.
- III *Bonding and Insurance.* Offeror must provide clear evidence of the ability to secure public construction bonds (payment and performance) in the amount of \$30 Million or more.
- Offeror must also provide clear evidence of the ability to secure adequate insurance including, but not limited to, Workers' Compensation, Comprehensive General Liability, Builder's Risk, and Professional Liability including Errors and Omissions. Insurance must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*.
- IV *Availability.* Offeror shall provide a brief summary of the firm's current workload. Offeror must affirm the firm's availability of staff and resources to begin and complete the subject work within twelve (12) to fourteen (14) months, beginning in the last quarter of 2007.

END OF RESPONSE FORMAT

REVIEW AND ASSESSMENT

Professional firms will be evaluated on the following criteria. This criteria will be the basis for review of the responses, short-listing, interviews (if deemed necessary), and selection.

1. Qualifications of firm's staff who will be engaged to work directly with the County;
2. Experience of firm and staff successfully managing construction of multi-floor (vertical) jail facility projects with gross square footage of 50,000 or greater, as a CMAR;

The offeror may be required before the award of any contract to show to the complete satisfaction of the County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. In addition to the above criteria, the County will also consider past work history and references. Because the County will make reasonable investigations to determine the ability of the firm to perform the work, the offeror must furnish the related information when requested. Pasco County reserves the right to reject any response if the evidence submitted by, or investigation of, the offeror, assigned personnel, and subconsultant/subcontractors fails to satisfy Pasco County that a particular firm is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the offeror and assigned subconsultants to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and
4. The quality of performance of previous contracts or services.

END OF REVIEW AND ASSESSMENT