



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654**

**P: 727.847.8194 • F: 727.847.8065
www.PascoCountyFL.net**

REQUEST FOR PROPOSALS

FOR

DESIGN AND CONSTRUCTION (DESIGN-BUILD) OF A
NEW REGIONAL HURRICANE SHELTER AND HEALTH CLINIC

RFP NO. 08-010

DATE ISSUED: November 7, 2007

BY: Scott P. Stromer, Purchasing Director

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS

DESIGN-BUILD SERVICES FOR NEW REGIONAL HURRICANE SHELTER AND HEALTH CLINIC

RFP NO. 08-010

The Pasco County Board of County Commissioners (COUNTY) is requesting proposals for design-build services to design and construct a new hurricane shelter and health clinic facility (approximately 39,000 gross square feet). The successful firm shall provide and perform all work necessary for the completion of the entire project commensurate with the intended high quality of design and construction and low maintenance cost for the project. The Scope of Work shall include, but is not limited to, providing and performing all work necessary (i) for the design and construction of the project, (ii) to furnish efficient design and construction administration, supervision and superintendence, and (iii) for site development tasks, permitting, regulatory matters, approvals, testing, surveying, environmental mitigation, geotechnical, traffic, architectural, engineering, landscaping, security, interior design, acoustical, lighting, construction, post-construction, accounting and control, coordination and efficient management to facilitate completion of the project. Project Estimate: \$7.5 Million.

The Pasco County Purchasing Department will receive responses until **2:00 p.m.**, local time, (our clock) on **December 10, 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 seven (7) response copies. Each response copy shall be bound in a single volume.

This process involves two (2) distinct steps: (1) submission and evaluation of qualification information; and (2) submission and evaluation of priced proposals by selected qualified firms. The focus of this request is to solicit information to identify the best qualified firms for the subject scope of work. COUNTY intends to identify at least three (3) firms deemed to be the best qualified for the subject scope of work, based on the qualification information provided in this request. COUNTY then intends to solicit priced project proposals from the selected firms. The priced proposals will identify project timeline, Guaranteed Maximum Price (GMP) for all design and construction work, concept renderings, and other project-specific details. COUNTY intends to award a design-build contract to the best qualified firm that offers a proposal that is deemed to be in the COUNTY'S best interest and represents the best value.

Questions concerning the scope of work, response submittal, or process must be directed, in writing, to the Purchasing Director, Scott Stromer. Questions may be faxed to (727) 847-8065 or mailed to the address indicated above.

Copies of the complete RFP document may be obtained from the Purchasing Department or downloaded at www.pascocountyfl.net at no cost. COUNTY is not responsible for expenses incurred by vendors prior to award by the Board of County Commissioners. COUNTY reserves the right to reject any and all responses and to waive any irregularities or informalities that are deemed to be in the COUNTY 'S best interest.



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The attachment, exhibits and drawings listed in the Table of Contents are by this reference hereby incorporated into and made a part of this RFP as though fully set forth herein.

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 the Pasco County Board of County Commissioners (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 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 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

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 COUNTY. In addition to all other legal remedies available to the COUNTY, 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 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 enter into a design build contract 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 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 COUNTY may request to effect such transfer or assignment. Further, the contractor agrees that the rights granted to 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 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 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.

DRUG FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, offerors may submit with their bid proposal a certificate certifying that they have implemented a drug free workplace program. If two or more bid proposals are equal in price, quality, and service, preference will be given in the award process to the offeror who has furnished such certification with their bid proposal.

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 or boxes 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.

RESPONSE RECEIPT AND OPENING

COUNTY will receive sealed responses until the date and time indicated in this request. 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.**

EXPENSES INCURRED IN PREPARING RESPONSE

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, 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 COUNTY for a maximum of three (3) years. These remedies shall be in addition to any other remedies that COUNTY may have available.

INFORMALITIES AND IRREGULARITIES

The COUNTY 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 COUNTY.

NONCONFORMING TERMS AND CONDITIONS

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

NONAPPROPRIATION

All funds for payment by COUNTY under this contract are subject to the availability of an annual appropriation for this purpose by COUNTY. In the event of nonappropriation of funds by COUNTY for the services provided under the contract, 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, cancellation 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 COUNTY shall not be obligated under this contract beyond the date of termination.

PRINCIPAL PERSONNEL

Principal or key personnel identified in the response may not be substituted without prior written approval of 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 COUNTY.

PARTNERSHIPS/CORPORATIONS/AGENTS

When an Offeror is a partnership or joint venture, the Proposal will be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements will be included as part of the proposal.

When an Offeror is a corporation, the authorized corporate officer signing the Proposal will set out the corporate name in full beneath which said officer will sign his/her name and give title of his/her office. The Proposal will also bear the seal of the corporation. Anyone signing the Proposal as officer or other agent must file with it legal evidence of the authority to do so. Offerors who are or include corporations or limited partnerships will furnish a duly executed certificate of status from the Florida Department of State.

The person(s) signing each Proposal will certify under oath on the attached Certification form that the information contained in the Proposal is true and accurate. Each Offeror understands, by submitting a Proposal that the COUNTY will rely in part on such certification in selecting the short-listed Firms/Teams. Failure to submit documents requested above with the proposal or within 24 hours of request made by the County may be the basis for rejection of the Proposal. Such documents must be effective as of the date of the proposal. Short-listed firms/teams will be required to show evidence of having filed with the State of Florida for registration of their Design-Build entity within 15 days of announcement of the short list.

CHANGES IN PROJECT FIRM/TEAM – FOR SHORT-LISTED FIRMS/TEAMS

Any change in the project Firm/Team of a short-listed Firm/Team after the submission of the response to this request could result in reconsideration of the scoring of applicable evaluation criteria. Any changes in the project Firm/Team of a short-listed Firm/Team should be brought to the attention of the COUNTY as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an original project Firm/Team member, must be submitted, prior to oral presentation, to the individual specified below. Re-evaluation and short-list re-ranking may result from changes in the project Firm/Team or a short-listed Firm/Team.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the COUNTY, or for termination of a contract with the COUNTY. The COUNTY may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of an offeror to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

RECOVERY OF MONEY

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

PUBLIC INFORMATION

Upon public opening of all responses presented to 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.

RESERVATION OF RIGHTS

COUNTY may (1) amend or modify this request, (2) revise requirements of this request, (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 request, in whole or in part, if COUNTY deems it in its best interest to do so. 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.

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 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 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 COUNTY, its designees, or other authorized bodies.

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 COUNTY.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by COUNTY, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, 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, 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.

END OF GENERAL PROVISIONS

GENERAL PROJECT INFORMATION

1. INTRODUCTION

- 1.1 COUNTY is interested in receiving qualifications and proposals from experienced design-build Firms/Teams for the delivery and furnishing of all necessary materials, labor, equipment and professional services for the design and construction of its Regional Hurricane Shelter and Health Clinic. Construction must be completed by May 31, 2009.
- 1.2 The Project Requirements (Exhibit A), Summary of Areas and Room Data (Exhibit B) and Drawings (A1.1–A2.1) set forth requirements regarding programming, design and construction, which are known at the time of this request. Additional information, if necessary, may be compiled and provided during the second step (see 4.1.2).
- 1.3 The intent of this solicitation is to select a design-build team to design and construct a new regional hurricane shelter and health clinic using the processes prescribed by §287.055, *Florida Statutes* (Competitive Consultants Negotiation Act) and the Pasco County Code.
- 1.4 The successful design-build team shall consist of Florida-licensed General Contractors, Architects, and Engineers, all with experience in design and construction of large hurricane shelters and health clinics, and success in completing projects governed by a Guaranteed Maximum Price (GMP). The successful team shall also possess the necessary LEED (Leadership in Energy and Environmental Design) credentials to incorporate LEED methodologies and secure certification if requested by the COUNTY.

2. BACKGROUND

- 2.1 COUNTY is interested in building a multi-purpose regional hurricane shelter on property located at 11511 Denton Avenue in Hudson, Florida.
- 2.2 COUNTY has tentatively opted to use the Design-Build (D-B) process for the delivery of design services and construction for this project. A Design Criteria Professional (DCP), Fleischman and Garcia Architects and Planners, A.I.A., P.A. has been contracted under a separate selection process. The DCP is precluded from being a participant in the offeror's design-build Firm/Team. This prohibition also extends to all archeological, engineering, environmental, geotechnical, survey or other subconsultants of the DCP, which were used in the preparation of the subject Design Criteria.
- 2.3 COUNTY proposes to select a highly qualified Design-Build Firm/Team for design and construction of the project. The selected Firm/Team must be willing and able to provide a comprehensive priced project proposal within a relatively short time frame (if selected) and must be prepared to commence and complete all work by May 31, 2009.

3. SCOPE OF SERVICES—GENERAL DESCRIPTION

This is a two (2) phase project for the installation of single-story health clinic and hurricane shelter facility of approximately 39,000 gross square feet.

- 3.1 Phase 1: Construction of the hurricane shelter and clinic building and all related site work and utilities. The building program consists of three (3) large assembly rooms to house a total of 1,000 evacuees. Additional program elements include related restrooms, a commercial kitchen, and showers. The clinic portion of the facility is approximately 8,000 gross square feet and includes exam rooms, offices and a laboratory. The facility will include emergency power generation, domestic water storage and sanitary storage.
- 3.2 Phase 2: Demolition of existing clinic facility, and related site restoration.

4. SELECTION PROCESS

- 4.1 To minimize the offerors' costs associated with preparing and submitting responses, this process involves two (2) distinct steps:
 - 4.1.1 *Qualifications.* This step involves the submission and evaluation of qualification information. The focus of this request is to solicit information to identify the best qualified firms for the subject scope of work. COUNTY intends to identify (short-list) at least three (3) firms/teams (if possible), which are deemed to be the best qualified for the subject scope of work, based on the information provided in this request. COUNTY reserves the right to short-list firms based on the information provided in the initial responses without requiring presentations.
 - 4.1.2 *Proposals.* This step involves the submission and evaluation of comprehensive priced proposals by selected qualified firms. In this step, COUNTY intends to solicit priced project proposals from the selected (short-listed) firms. The priced proposals will identify a firm project schedule, Guaranteed Maximum Price (GMP) for all design and construction work, concept renderings, and other project-specific details.
- 4.2 After review of the proposals and hearing presentations (if necessary) it is the COUNTY'S intent to negotiate and award a design-build contract to the best qualified firm that offers a proposal that is deemed to be in the COUNTY'S best interest and represents the best value, subject to approval by the Pasco County Board of County Commissioners.

END OF GENERAL PROJECT INFORMATION

RESPONSE FORMAT

Offerors shall submit seven (7) proposal response copies. The proposal responses must address each of the following items and must be organized in the same manner. Again, this information will be used to identify the best qualified firms from which comprehensive priced proposals will be requested. Only the short-listed firms will be asked to submit subsequent proposals.

Tab

Item

I

Qualifications of the Design-Build Firm/Team:

- A. Attach resumes for key personnel of the Project Firm/Team, detailing qualifications and past experience as it relates to similar types of projects. Information will include name of individual and where the individual will be located during the project. All professionals of record will be included.
- B. Provide a short narrative on each Firm/Team component or position describing its function and responsibilities.
- C. Submit separate organizational charts delineating personnel assigned to both construction and design services.

II

Work Experience.

- A. Offeror shall identify and describe all completed hurricane shelter facility projects and health clinic facilities, where the offeror acted in a design-build capacity.
- B. Offeror shall identify and describe all completed hurricane shelter facility projects with gross square footage of 20,000 or greater, where the offeror acted in a design-build capacity.
- C. Information for the above-identified projects 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.

- A. Offeror must provide clear evidence of the ability to secure public construction bonds (payment and performance) in the amount of \$15 Million or more.

- B. 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*.
- C. A public construction bond (performance and payment bonds) and substantial insurance will be required of the successful firm/team prior to commencing any work (design or otherwise).

IV

Project Approach and Ability to Provide Design-Build Services On-Schedule and Within Budget:

- A. Provide brief overview of Firm/Team and Firm/Team history. Demonstrate Offeror's approach to project and its ability to furnish services through a narrative. Describe the various phases of the project. Explain the organization of the design-build Firm/Team and specific responsibilities of Firms/Teams and Firm/Team members.
- B. Demonstrate the offeror's minimum compliance with the design-build license requirements of Florida Statute 287.055.
- C. Indicate if services will be provided by applicant or by subconsultant Firm/Team. When services are to be provided by subconsultant Firm/Team, include subconsultant Firm's/Teams name and specify what services will be provided.
- D. Relative to the scope of services for the project, describe the specific abilities of the Firms/Teams. Describe how you plan for the services and how those plans are to be executed.
- E. Include any innovative approaches to providing the services or to implementing the project, in particular to ensure meeting or improving the project schedule.
- F. Briefly describe your Quality Assurance/Quality Control Program.
- G. Provide a short narrative outlining how you propose to manage the project in order to meet schedule and budget requirements.
- H. Indicate the controls to be utilized to maintain both schedule and budget for this project.
- I. Describe how personnel will be assigned and tasks effectively handled in order to provide the most efficient services on the project during both the design and the construction phases of the project.
- J. Describe the current workload and your daily ability to handle the scope of services.

- K. Provide a graphic representation of your current commitment over the next two year period for key members of the project Firm/Team.
- L. Provide preliminary schedule outlining implementation of this project of the project from notice to proceed through final completion.

V *Construction and Budget Management.* Offeror shall provide a description of the systems that will be employed to ensure quality and control costs. Offeror shall include a discussion of how non-owner generated construction change orders will be minimized.

VI *Legal and Contract Challenges.*

- A. List by case name and case number all pending litigation in which offeror is involved as a party or offeror's officers are involved as parties in their official capacity. Include cases pending in any Federal or State jurisdiction, court, commission, regulatory body or other authority having the power to determine the rights of parties appearing before it. Also list all arbitrations offeror is involved in as a party and include the name, location and name & address of the arbitrator(s) for each listing.
- B. Within last five (5) years, has any contract for construction of offeror's been considered in default, suspended or terminated for cause? If so, please attach an explanation of the matter including the name and location of the project, the name and address of the owner's representative, and all pertinent details of the default, suspension or termination.
- C. Within the last five (5) years, has offeror's contract or any portion of the work connected to the contract been completed by the Owner or submitter's surety? If so, please attach an explanation providing the name and location of the project, the name and address of the owner's representative, and all pertinent details of the matter.
- D. Within the last five (5) years, has offeror been debarred or suspended for any reason by any federal, state or local government procurement agency or refrained from bidding on a public project due to an agreement with such procurement agency? If so, please attach a full explanation.
- E. Within the last five (5) years, has offeror been named in any action, administrative proceeding, or arbitration in which it was alleged that the submitter failed to comply with prompt payment of subcontractors? If so, please attach a full explanation.
- F. Within the last ten (10) years, has the offeror or any predecessor or related entities, or any officers, shareholders, partners or key personnel of the submitter ever been convicted of or pleaded guilty to any crime (a) related to the bid process for contracts on public or private projects or (b) involving fraud or misrepresentation? If so, please attach a full explanation.

VII

Leadership in Energy and Environmental Design (LEED) Certification. Offeror shall provide information regarding the team's certification, experience and success implementing LEED methodologies in projects of similar size and scope.

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. The listed criteria are deemed to be, collectively, of equal weight for evaluation purposes.

1. Qualifications of project team (specifically parties responsible for design; construction) who will be engaged to work directly with the COUNTY;
2. Relevant design-build experience constructing hurricane shelters with 20,000 gross square footage or greater;
3. Relevant hurricane shelter and health clinic design-build experience in Florida;
4. Past design-build performance with respect to construction and budget management;
5. Understanding of contemporary design and construction costs for hurricane shelters;

The offeror may be required before the award of any contract to show to the complete satisfaction of 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, COUNTY will also consider past work history and references. Because 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. 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 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

ATTACHMENT A

OFFEROR INFORMATION/CERTIFICATION

1. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc:

2. Name/title of contact person for the Offeror:_____

3. Local business and mailing address:_____

4. Primary business and mailing address:_____

5. Telephone number: (_____) _____ Fax: (_____) _____

The above named Offeror affirms and declares:

- A. That the Offeror understands all requirements of this RFP and states that as a serious Offeror they will comply with all the stipulations included in this RFP.
- B. That the Offeror is of lawful age and that no other person, Firm/Team or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, Firm/Team or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- F. That the Offeror has received and carefully examined all Addenda issued prior to Opening.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

OFFEROR:

Witness

BY: _____(SEAL)
(Authorized Signature in Ink)

Witness

(Printed name of Signatory)

(Printed Title of Signatory)

CORPORATE SEAL
Where appropriate)

(Signature Date)

ATTACHMENT A

(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of the Person taking Acknowledgement)

_____ (Name of Acknowledger Typed, Printed or Stamped)

_____ (Title or Rank)

_____ (Serial Number, if any)

ATTACHMENT A

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to
me or who has produced _____ as identification and who did take an
oath and who executed the foregoing instrument as a member of the Firm/Team of

_____ (if applicable) and acknowledged the
execution of same, for and on behalf of and as the act and deed of said Firm/Team, for the uses and
purposes therein expressed.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of the Person taking Acknowledgement)

_____ (Name of Acknowledger Typed, Printed or Stamped)

_____ (Title or Rank)

_____ (Serial Number, if any)