



Proposal for Technical Consultant for the County Administration Building

RFP 20-953

Submitted by:

CPM North America PLLC and
Brame Heck Architects

Submitted to:



Alachua County Procurement
County Administration Building
3rd Floor
12 SE 1st Street
Gainesville, Florida 32601-6983

March 4, 2020



Section 4.1:
Letter of Interest





Letter of Interest

March 4, 2020

Mr. Larry Sapp, CPM, CPPB
Procurement Manager
Alachua County Procurement
County Administration Building, 3rd Floor
12 SE 1st Street
Gainesville, Florida 32601-6983

Dear Mr. Sapp,

CPM North America PLLC ("CPM") would like to thank you for the opportunity to present our experience and qualifications as technical advisors for alternative delivery projects including public-private partnerships ("P3s" or "PPPs"). The objective of our team is to assist Alachua County ("County") in successfully delivering a new County Administration Building ("Project") that maximizes value for the County and the general public.

CPM is a Project Management and technical infrastructure advisory firm headquartered in Miami, FL, with affiliated offices in Tampa, Orlando, Austin and international operations in Panama and Puerto Rico. CPM has an active consulting practice in alternative delivery methods including P3s. For this potential engagement, we have joined efforts with Brame Heck Architects ("Brame Heck"), an Alachua County SBE with a history of high-quality architectural services and proven experience in general office buildings and County projects. Our team also includes EV Services, Inc., a seasoned public involvement and community outreach firm with significant experience in capital projects for governments. We make a highly complementary team that is Florida-based and combines local knowledge with extensive experience in P3s and technical services. We are confident that our unique set of attributes will allow us to effectively fulfill the scope of work and successfully deliver the Project.

We hereby acknowledge and confirm our interest and willingness to provide the requested technical services. I will be serving as the main contact person during this RFP process. Should you have any questions or concerns regarding our proposal please feel free to contact me at (305) 851-2001 or via email at dalvarez@cpmintl.com.

Respectfully,

David Alvarez
Vice President





***Section 4.2:
Project Understanding and Approach***



CPM North America PLLC (“CPM”), Brame Heck Architects (“Brame Heck”) and EV Services Inc. (“EV Services”, and collectively the “Team”), have joined forces to provide a highly complementary set of knowledge and experience in technical services and fulfill the requirements of the scope of work.

Our understanding of the project and our proposed approach demonstrate the in-depth knowledge and experience of our Team. We have a clear understanding of the project and scope of work, that together our proposed approach, will allow us to begin at full speed on day one of the engagement.

Project Understanding

Administration buildings are central to the provision of county services. Alachua County (“County”) provides countywide services that include but are not limited to Emergency Management, Court Services, Community Support Services, Economic Development, and certain urban services such as Fire Rescue, Solid Waste, Parks and Land Conservation, among other services. In addition, the County seats in the City of Gainesville, the largest city in North Central Florida and home to the University of Florida, the third largest Florida university by student enrollment and the eighth largest single-campus university in the United States. As a result, the County plays a critical role in providing public services and supporting economic development and sustainability for the benefit of its residents and visitors.

In fulfilling its mission to provide responsive service to citizens and responsible stewardship of County resources, it is imperative for the County to house its day-to-day operations in facilities that are not only adequate in terms of space but also updated with respect to technology and security and reflect the values and history of the County.

Presently, the County Administration Building (“Administration Building” or “Building”) is obsolete in terms of space, functionality and style. The Administration Building dates from the 1950s and has exceeded its life-cycle.



Alachua County Administration Building has exceeded its life-cycle.

The Administration Building has 71,500 square feet distributed across four floors and houses important administrative functions such as the Tax Collector, Civil Sheriff, County Attorney, County Commission, Purchasing and Finance and County, among others. The obsolescence of the Building is evident in numerous spaces such as its elevators, basement, and certain offices spaces. For example, the John R. “Jack” Durrance Auditorium, where the Board of County Commissioners holds regular meetings and special sessions, has an extremely limited capacity of less than 150 people, which is insufficient for the size and importance of the County.

The aging condition of the Building is likely to represent fiscal implications for the County. Buildings that are in an advanced life-cycle stage, like the Administration Building, require a higher level of repairs and renewals. The need for repairs come as a result of functional

obsolescence while renewals tend to be required as the most expensive building elements are depleted such as windows, exterior cladding, fire alarm panels and even exterior paved areas.

The Building is located in the downtown core of Gainesville at 12 SE 1st Street, on the corner of University Avenue and Main Street. However, the Building does not occupy the entire area of the site, which results in certain underutilization of the site location.

Besides the aging condition of the Building, the County has expressed the need of approximately 300,000 square feet of administrative office space. It is our understanding, that this necessity of space reflects the desire to consolidate other County offices into a potential new Administration Building.

Presently, the County occupies numerous office buildings for other functions in nearby locations. Near office buildings such as the Wilson Building show deteriorated conditions and can be considered candidates for consolidation. The objective of consolidating offices

and functions into a centralized and updated facility is common and genuine and can lead to significant functional synergies, financial savings and potential for further redevelopment in the downtown area.



Map of County buildings located near the County Administration Building.

According to the RFP, the County is interested in selecting a Technical Consultant to assist the County in determining how to best replace the existing County Administration Building.

The County has indicated interest to seek a permanent solution with the following characteristics:

- A new mixed-use single consolidation building,
- Mid-to-high rise building of approximately 300,000 square feet of class “A” office space as well as a state-of-the-art County Commission Board Room for public meetings that will seat a minimum of 400 people (the “Project”).

Our Team strongly believes the proposed Project will provide the County with additional updated space to accommodate its needs and better serve the public and be transformative for the current site in downtown Gainesville. According to the Addendum 1 of the RFP, issued by the County on February 25, 2020, the current site is the primary location under consideration for the Project. Mixed-use projects bring different people to a specific downtown or business district at different times of day, which results in increased usage that ultimately generates opportunities for capturing customer revenue. The Project can also reinforce the downtown character and bring an additional touch of modernity to downtown.

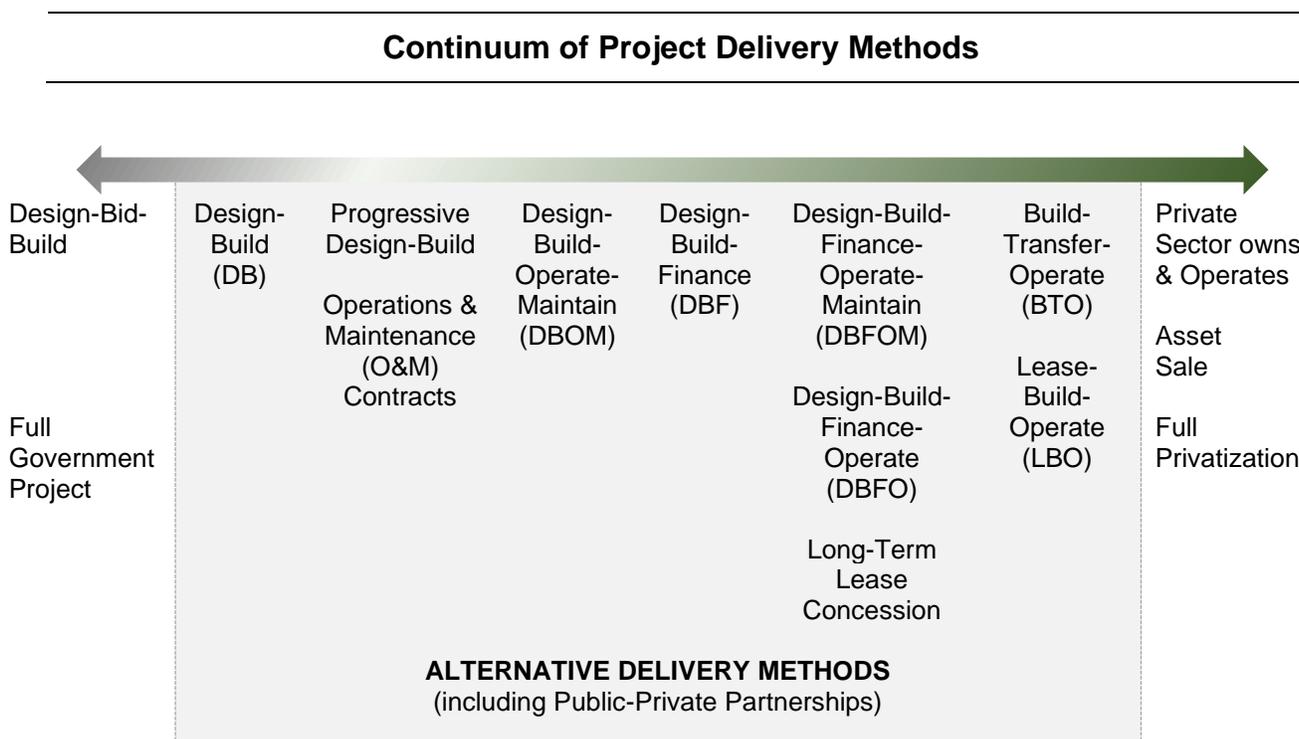
P3 and alternative delivery procurement methods have successfully delivered similar projects across the country and Florida. We clearly understand the situation and objectives of the County and have an in-depth knowledge and understanding of the P3 market and technical requirements needed to deliver the Project. Our comprehension of the Project

coupled with knowledge of alternative delivery methods, will allow us to effectively assist the County in determining the optimal delivery method. Below we provide a basic discussion of delivery methods.

Understanding of Project Delivery Methods

According to the RFP, the delivery method of the Project is yet to be decided and approved by the Board of County Commissioners. CPM has a clear understanding of procurement delivery methods, especially P3s.

In the process of analyzing and selecting an alternative delivery method, it is critical to effectively convey the message that project delivery methods can be placed in a continuum that ranges from traditional delivery methods involving no private sector participation to full private projects. P3 delivery methods fall in between the two extremes and provide delivery options with varying degrees of public and private sector participation. The figure below provides a diagrammatic representation of the project delivery continuum.



As Technical Advisors, we will assist the County in gaining clear understanding of the different delivery alternatives and facilitate the selection of the project delivery method that makes an optimal transfer of project risks to the private sector while maximizing mutual benefits.

The selection of a project delivery method should be based on thorough and sound analysis of risk allocation, fiscal implications, commercial viability, County tolerance for risk-return trade-offs and long-term policy for the County. Our Team has a clear understanding of these issues and has effectively assisted other public owners in delivering projects.

The optimal project delivery method would be the one that produces the higher value for

money for taxpayers and the County while representing a commercially viable project for the private developer.

Our Team also has a clear understanding and familiarity of recent relevant P3 projects in Florida. Florida Statutes §287.05712 expand the applicability of P3s to a wider arrange of qualifying facilities including public building improvements or any other public facility. Several counties and cities in Florida are presently seeking innovative ways to accommodate for growth, efficiently provide services, and achieve redevelopment objectives through alternative delivery methods including P3 projects. Counties such as Miami-Dade, and cities such as Boynton Beach, Tamarac, and Pompano Beach have successfully delivered key projects through alternative delivery methods including P3s.

Our extensive and hands-on experience in alternative procurements, including P3 projects, affords us the capabilities to provide expert advice and assist the County in effectively attracting private investment for critical infrastructure. Given that the leading members of our team have served in executive capacities in the public sector, specifically in P3 sector, we have a clear understanding of public owners' needs when delivering projects. This unique insight keeps us focused on providing valuable support and ultimately, ensure adherence to public policy goals and project objectives.

Our Team feels confident about our understanding of the Project coupled with in-depth understanding of delivery methods, technical requirements and the Florida context. Overall, our understanding equips us well to fulfill the scope of work and deliver the Project in a way that maximizes value for residents and the County.

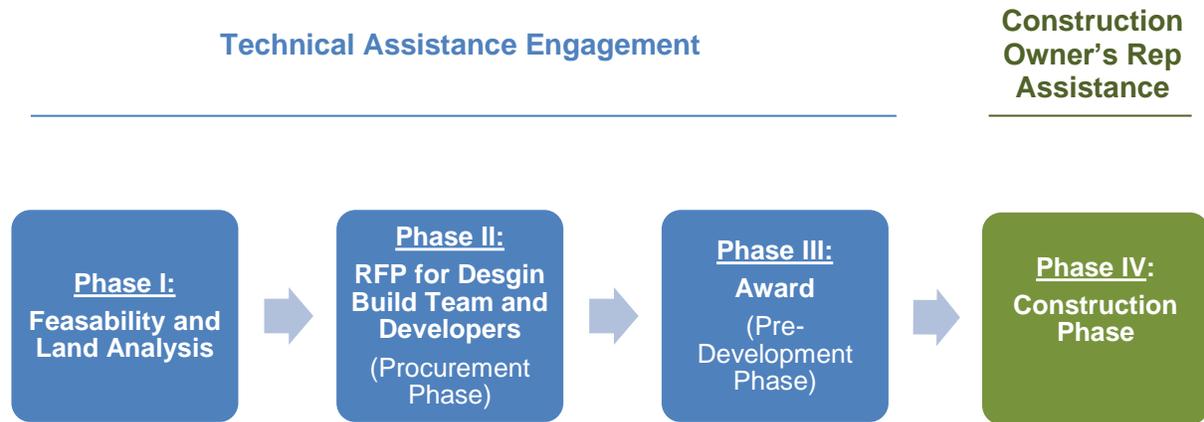
Project Approach

Our approach to provide technical advisory services is aligned with the three phases described in the RFP. This approach is conducive to a value maximizing and technically feasible project for the benefit of the County and the general public.

It is important to indicate that our approach takes into account the response to Question #8, in Addendum 1 of the RFP, where the County stated that it would like to have a developer on board by November or 2020. Our approach is intended to comply with this milestone, which means that our Team is prepared to implement certain streamline techniques and delivery methods such as Progressive Design-Build in case it is a method that maximizes value and achieves the objectives of the County.

Our approach consists of the three phases represented in the diagram below. It is our understanding that a fourth phase that may require full construction Owner's Rep services is not part of the intended scope of work. However, our Team will prepare and submit a Construction Management Plan as part of Phase III, which will be devised to prepare the County for the actual construction phase of the Project.

Proposed Project Approach



Phase I: Feasibility and Land Analysis

The Feasibility and Land Analysis Phase is described in Section 3.5.1 of the RFP. As outlined in the RFP, our Team will perform the following set of tasks:

- 3.5.1.1 Cost analysis and selection of site location, based on a variety of factors, including but not limited to cost, environmental considerations, future development, as well as public and staff access.

- 3.5.1.2 Financial feasibility analysis including working with the County's financial staff and the County's Financial Consultant.
- 3.5.1.3 Procurement Method – identify the best procurement methods to be considered and assist in the preparation of a RFQ/RFP or other forms of solicitations.

Our process will begin with an initial kick-off meeting with the County staff to confirm the needs, vision and goals of the County. Gaining a more detailed understanding of the County's goals, limitations and Project stakeholder will be critical in the early stage of the Project. Also, obtaining a clear sense of space and programming requirements of the different County departments will be essential as well as what each stakeholder expects to receive from the ultimate facility.

In addition, our team will perform a review of existing information as well as feedback obtained during the kick-off meeting. The review of Project documentation facilitates the compiling of our Team's Project data book. This data book will be used later, as a tool to track how the Project compares to what was originally envisioned. It serves as a key performance indicator to help ensure that the Project, as ultimately structured, is still providing the originally envisioned purpose.

As with all P3 projects, communication and coordination among legal, technical, and financial advisers are critical for success. We will establish this full Project team integration in this early stage, including County external legal and financial advisers. Our approach is to act as an integrated team throughout the assignment to ensure important information is shared and that each adviser is able to provide their critical project input in a timely fashion.

The basic components and expectations of the kick-off meeting will be:

- Identify larger Project team and key stakeholders,
- Establish Project's objectives and goals,
- Discuss policy objectives and considerations in relation to the development of the Project, including the County's space consolidation considerations and expectations,
- Establish communication protocols, both internal and external to the Project team,
- Assist the County in formulating a stakeholder outreach process,
- Gather and review all existing information about the Project,
- Review any potential critical path issues and concerns and identify critical due diligence items, and
- Provide an overview of preliminary P3 process timeline for the Project.

3.5.1.1 Cost analysis and selection of site location, selection will be based on a variety of factors, including but not limited to cost, environmental, future development, and public and staff access.

Our Team member, Brame Heck, has ample experience in site selection, land analysis and programming requirements for government facilities. Having worked in the Gainesville area for many years, their local presence affords them extensive knowledge and experience with County facilities, especially as they pertain to the urban character and built environment in which the facility exists. Their analysis and review will include the current location of the County Administration Building as well as other potential sites, if instructed by the County.

In the interest of providing a streamlined process, our team of experienced construction estimators will be in constant communication and coordination with the architectural team, so as to advance the preliminary cost considerations of the Project in a timely manner. Once the site analysis is completed and the initial architectural design and programming are developed, these initial costs estimations will be finalized, saving crucial time to the overall delivery of the Project.

3.5.1.2 Financial feasibility analysis including working with the County's financial staff and the County's Financial Consultant.

Our Team is familiar with the full spectrum of payment mechanisms, financing and funding structures for alternative delivery projects. We will utilize this experience to think through the numerous fiscal and financial implications of different project delivery methods and their required financial feasibility models and project financing alternatives.

The tasks included in our approach for financial feasibility analysis include:

- Revise cost estimation of the Project to include high level operations and maintenance and life cycle cost information,
- Identify potential land value capture scenarios for the County to be incorporated into the financial framework of the project,
- Conduct a high-level risk register and risk workshop in order to determine the Project risk allocation between the County and a potential developer,
- Assess different revenue sources and payment mechanisms such as user fees, availability payments, or milestone payment options that may exist given the specific characteristics of the Project,
- Work with the County's financial advisor to develop a high-level financial model that will incorporate cost and revenue inputs which allow the assessment of different alternative delivery options,
- Work with the County's financial advisor to identify potential funding and financing sources including private debt and equity as well as federal, state, or local credit

programs, and,

- Determine any need for potential County contributions to the Project.

In preparation for subsequent deliverables pertaining to the overall Project analysis, other elements of this phase will include the following tasks:

- Begin developing key architectural/engineering elements of the Project,
- Determine the necessity to develop basic technical and performance requirements for the project such as:
 - Detailed programming needs
 - Operations and maintenance requirements
 - Design criteria package
 - LEED/energy efficiency or other specific sustainability requirements for the building
 - Aesthetic preferences of the County/stakeholders/local community
- Determine preliminary Project transaction structures, and
- Coordinate with other advisors on the refinement of Project schedules.

3.5.1.3 Procurement Method – identify the best procurement methods to be considered and assist in the preparation of a RFQ/RFP or other forms of solicitations.

Our Team understands the delivery method for the Project is yet to be decided and approved by the Board of County Commissioners. Our approach to making recommendations as to the most cost-effective manner of project delivery and future maintenance relies on our Team's years of project advisory experience. The foundation for any properly implemented project starts with building a business case for the Project and ensuring the Project holds up to public scrutiny. At the core of the business case is the Value for Money analysis which compares the value of risk transfer under a P3 delivery option against the cost of retaining those risks under more traditional methods.

Our team will perform a Value for Money Analysis and utilize those results in conjunction with our knowledge of local and state laws, applicable procurement rules and project precedents to determine which procurement method will bring the most value for the County and the taxpayers. This phase will include at a minimum the following tasks:

- Value for Money Analysis,
- Project Delivery Work Plan, which will encompass the following:
 - Framework for Exclusive Negotiations Phase structure,
 - Develop, preliminary evaluation criterion for the Project (minimum qualifications required of a development team),

- Determination of needed technical specifications and performance requirements to be used as a basis for potential respondents to a future RFQ/RFP,
- Communications Plan (internal and external communications).

Phase II: Procurement Phase

The Procurement Phase is equivalent to the scope of services described in Section 3.5.2 RFP for Design Build Team and Developers, defined in the RFP. As required in the RFP, our Team will perform the following at a minimum:

- 3.5.2.1 Provide assistance in researching, developing and drafting request for information, requests for qualifications or request for proposals (or other solicitation deemed appropriate) as well as other associated procurement documents as needed for the selection of a design build team and or developers.
- 3.5.2.2 Assist with the RFQ/RFP process, in support of competitive process evaluation and potential Commission award to the most successful proposers.
- 3.5.2.3 Serve as non-voting member of the evaluation committee in the evaluation of proposals. Review proposals and advise voting members regarding each proposal as needed.

The following sections describe in greater detail our approach to delivering these services.

3.5.2.1 Provide assistance in researching, developing and drafting request for information, requests for qualifications or request for proposals (or other solicitation deemed appropriate) as well as other associated procurement documents as needed for the selection of a design build team and or developers.

Based on the information obtained during the Phase I, our Team, in coordination with County staff, will conduct a market sounding process to validate any assumptions made as well as gauge the market interest for the Project. We will draw upon our Team's extensive knowledge and contacts in both the development community, the P3 market, and the real estate sectors to ensure a broad swath of information is collected during this period. Feedback received from the market sounding will be analyzed and input into the preliminary financial and risk models again to ensure maximum benefit to the County and to better calibrate the structuring of the Project. The information received during this period will help inform both the eventual Request for Qualifications ("RFQ") and/or Request for Proposals ("RFP") for the Project.

Also, during this phase of the engagement, and in coordination with the various other support level consultants and County staff, our Team will develop key procurement documents, the RFQ and/or RFP, as well as finalize the any additional due diligence support material, general technical specifications and performance requirements. Our

Team draws upon our extensive knowledge of both U.S., Florida and international procurement experience from past successful engagements to ensure our process is cost-effective and efficient. We will ensure all of our procurement documents reflect market feedback, Project objectives and current market conditions in a way that will attract the strongest possible competition.

3.5.2.2 Assist with the RFQ/RFP process, in support of competitive process evaluation and potential Commission award to the most successful proposers.

3.5.2.3 Serve as non-voting member of the evaluation committee in the evaluation of proposals. Review proposals and advise voting members regarding each proposal as needed.

Following issuance of the procurement documents, our Team will provide assistance in evaluating both the RFQ and/or RFP responses against the defined evaluation criteria. We will compare the responses to the stated technical, financial, and technical/performance requirements of the Project to ensure they are in line with the County's stated goals and objectives. We will assist the financial consultant and County staff in their evaluation of bidders' financial submissions against the defined criteria to help ensure the financial proposal is robust, achievable, and consistent with the technical requirements and goals of the Project. Finally, we will review and provide feedback on the respondents budgetary pricing provided in their response and ensure that it is in line with expected construction/development costs in Gainesville and Florida.

Through a transparent process and in complete collaboration with other members of the Project team, we will support the County and help to ensure the right partner is selected for the next step, including serving as a non-voting member of the evaluation team. Overall tasks that will be performed during this period are the following:

- Determine the target audience for the RFQ/P,
- Utilize our professional networks and contacts to determine market appetite/competition for the project,
- Compile a distribution list in collaboration with County staff and other stakeholders,
- Manage and track the interest and inquiries to the procurement,
- Assist the County in preparing a pre-proposal conference/meeting with potential respondents,
- Assist the County in their responses to any Requests for Clarification from proponent(s),
- Plan and lead the evaluation process and assist the County and other Project consultants in selecting responses/proposals that provide the maximum benefit for the County and are in accordance with all stated project goals and objectives,
- Assist the County in preparing and carrying out interviews with each of the respondents to ensure the right partner is selected,

- Assist the County, as needed, in preparing and conducting media inquiries, press releases, presentations for County leadership, as well as general communications with the public and stakeholders about the Project and its progress, and,
- Ensure feedback from the public and stakeholders is incorporated into the Project as needed and where appropriate.

It is important to keep in mind, that the November or 2020 milestone expressed by the County in Addendum 1 of the RFP has permeated our deliberation in formulating Phases I -III. This means that our Team will be prepared to conduct Phases I and II in a way that are consistent with expedited procurements such as Progressive Design-Build. However, our Team is also fully capable of conducting a more traditional P3 approach such as the ones associated to full concession Design-Build-Finance-Operate-Maintain (“DBFOM”), which demand more extensive upfront preparation before procurement.

Phase III: Pre-Development Phase

The Pre-Development Phase is equivalent to the scope of services described in Section 3.5.3 Award, defined in the RFP. As required in the RFP, our Team will perform the following:

- 3.5.3.1 Exclusive Negotiations Agreement - Provide technical support for negotiations in collaboration with County and Legal staff.
- 3.5.3.2 Development Agreement - Provide review and recommendations in the development agreement activities.
- 3.5.3.3 Design – Provide review and recommendations in the design phase.
- 3.5.3.4 Construction – Provide assessment of the construction process to monitor progress, regulatory compliance and schedule and advise County staff of potential impacts.

The following section describes in greater detail our approach to delivering these services.

3.5.3.1 Exclusive Negotiations Agreement - Provide technical support for negotiations in collaboration with County and Legal staff.

3.5.3.2 Development Agreement - Provide review and recommendations in the development agreement activities.

3.5.3.3 Design – Provide review and recommendations in the design phase.

As previously indicated, our approach focuses the specific delivery method of Progressive Design-Build based on the response released on Addendum 1 of the RFP, which calls for selecting a developer by November or 2020.

We have focused on Progressive Design-Build due to its efficiency and vastly speedier procurement compared to other P3 methods, however, our Team will be capable of conducting any other delivery methods contained in the delivery continuum, specially P3 projects.

The Progressive Design-Build method allows for less cost to be expended during the traditional P3 procurement phase (in this case Phase II). Under this delivery method, the preferred development partner is selected primarily based on their qualifications and adherence to the County's goals and objectives for the Project. While budgetary pricing and project schedule will be required of all respondents during the RFQ/P, they won't be the main focus of the evaluation criteria during the Procurement phase. This approach ultimately saves the County money, due to the fact that final design responsibility is placed on the developer during the Exclusive Negotiations period.

The Progressive Design-Build approach to project delivery also incorporates "Off-ramps" at each milestone during the project development which allow the County to exit at any time it is decided the Project is no longer meeting the goals or objectives originally outlined or for some reason the Project is simply not financially feasible/attainable; again saving the County and the taxpayers potentially millions of dollars in unnecessary consultant fees. The Progressive Design-Build approach to project development has been implemented successfully on other public sector projects throughout the country and is similar to those which other governmental agencies in the United States are utilizing.

Our suggested approach requires that during the final design phase of the Project, all parties the developer, designer, contractor, and more importantly the County are collaboratively involved in the design of the Project. As such, the developer and design-build team as well as the County are involved in the risk elimination and/or mitigation process; ensuring unnecessary contingencies and their financial impacts are not added to the Project. Placing the costly part of the design effort during the Exclusive Negotiations period, to be implemented by the design-build team, not the County's design team, safeguards the County's economic resources.

This approach also almost entirely eliminates the cost to develop expensive legal documents *prior* to award and instead, the contract documents are drafted *after* award, where both parties can help tailor the documents to the specific needs of the project and avoid back and forth negotiations that often occur in pure P3 delivery methods. Developing the project in this manner ensures that everyone is on the same page at the same time and their focus is on the same goal; successful project implementation.

The following section describes our approach to implementing a Progressive Design-Build process in more detail:

- The process starts upon completion of the RFQ/P phase and our team has assisted the County in selecting a developer ("Preferred Developer"). Once the Preferred Developer is chosen, an Exclusive Negotiation Agreement ("ENA") will be executed between the Preferred Developer and the County and the terms outlined in that agreement will control the rest of the project delivery process. This agreement will outline important terms such as the length of time the Developer has to complete its Pre-Development tasks, the roles and responsibilities of each party during this

phase of the process, and the allowable cost and fees that are to be paid to the Developer at financial close for their successful completion of the ENA period.

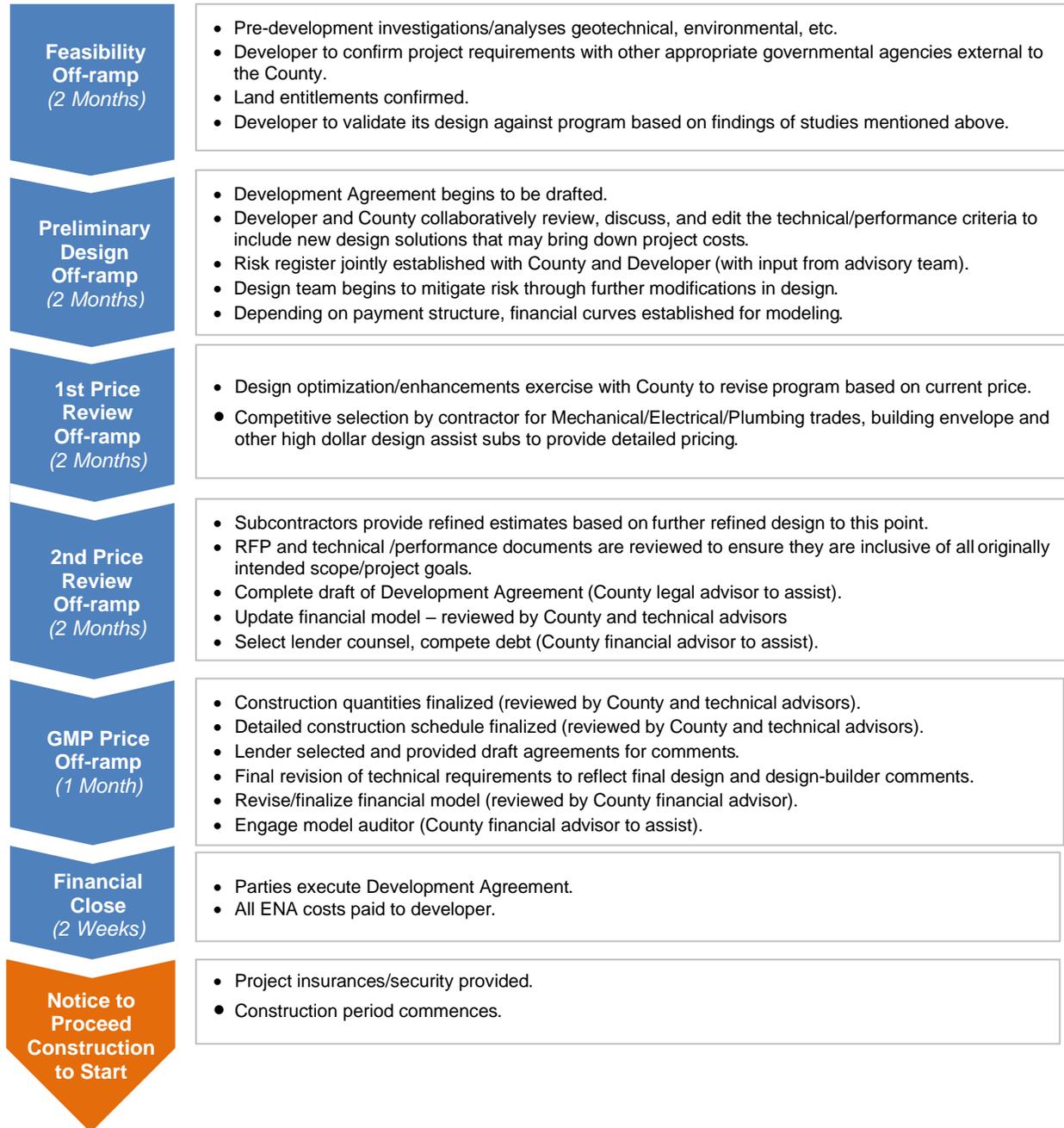
- During the ENA period, the Preferred Developer and its design and construction team (“Project Development Team”) will work hand-in-hand with the County and its designated stakeholders to carry out the detailed design, scheduling, and pricing activities and ensure that its deliverables are in accordance with the original project goals and objectives. During this phase the Preferred Developer will also be responsible for establishing the required project financing mechanism should it be required (please note, budgetary pricing for the project will already have been submitted by the Preferred Developer as part of its RFQ/P submission). The ENA will require the Preferred Developer to provide all work necessary to deliver final pricing inclusive of all project requirements, also known as the Guaranteed Maximum Price (“GMP”). This GMP relies on optimized design and risk mitigation/reduction strategies that are implemented by the team and reviewed and approved by the County and its team of consultants. Similarly, like other alternative delivery type projects, the Preferred Developer will be responsible for delivering a fixed schedule of activities for all work required for the project as well. Our Team will assist the County throughout this process and ensure its goals and objectives are achieved.

- It is the Preferred Developer’s responsibility during the ENA period to provide the staff necessary to achieve the ENA scope as well as payment for all required services. In short, the Preferred Developer is required to provide everything necessary to provide a final design for the project, a financeable and constructible project, and commit to a GMP and timeframe for completion. Once the Preferred Developer has successfully completed all of the required tasks outlined in the ENA and has reached financial close, the Preferred Developer will be reimbursed its costs expended for work performed during the ENA period. These costs will be mutually agreed upon by both parties and defined in the Exclusive Negotiations Agreement. All third-party costs which are to be paid to the Preferred Developer will be reviewed and approved by the County and its team of consultants and will include any reasonable costs attributable to reaching financial close if financing is included (potential carrying costs). Important concepts that will be outlined in the ENA and apply specifically to this stage of project delivery are the following:
 - The County may terminate the ENA for its convenience at any point prior to financial close,
 - If the County decides to exercise its termination option, it will reimburse the Developer all previously agreed upon costs incurred to that point,
 - Should the Preferred Developer terminate the ENA for its convenience or conversely by the County for default, the Preferred Developer will not be entitled to any reimbursement for work performed until that point, and
 - Upon successful completion of the ENA period, the Preferred Developer and the County will finalize the transaction by executing the related Development Agreement between the parties and proceed to the construction phase of the

project.

As previously mentioned, during this Pre-Development Phase, there are various off-ramps to ensure the project is progressing according to plan and protect the County's interests. The various off-ramps and the anticipated work to be performed by the Project Development Team at each off-ramp as well as anticipated timelines are described in the flowchart below:

Proposed Pre-Development Approach



During this Pre-Development Phase, our experienced professionals will support the County with all required analysis and information and ensure the project meets the County's objectives. In collaboration with the County, we will oversee and review all aspects/deliverables of the ENA work required of the Preferred Developer and provide our expert analysis and recommendations.

Our team will support the County during all Preferred Developer meetings, providing analysis and discussion of strategy as well as insight into the implications of the range of various technical and commercial decisions available to County based on the progressing design provided by the Preferred Developer during the ENA period. Our team will review all technical submissions and provide input as necessary to the financial and legal consultants during the entire process. In collaboration with County staff, financial, and legal advisors, our Team will assist the County in the preparation of the final Development Agreement which will be the contractual basis for the project.

Our objective throughout this process is to be a trusted advisor and assist the County in implementing a successful project that meets all of the objectives originally outlined.

3.5.3.4 Construction – Provide assessment of the construction process to monitor progress, regulatory compliance and schedule and advise County staff of potential impacts.

As part of Phase III, our Team will formulate a Construction Management Plan that can be the basis for a Construction Management Owner's Rep and the County to monitor progress and compliance with Project requirements during the 2-3 years of construction period of the Project. More specifically, the Construction Management Plan will discuss the following:

- Design changes during construction:
 - Frequency and structure of Project progress meetings,
 - Compliance with Project Schedule,
 - Code and Design Standard Compliance,
- Tracking tools and procedures to document itemed deficiencies and recommendations
- Structure to provide support and monitor the following areas:
 - Safety
 - Compliance with Project Schedule
 - Budget Control
 - Quality Control of Construction
 - Verify Adherence to Construction Documents
 - Maintain a Log of Noted Deficiencies
- Review reports from Special Inspections and Material Testing,
- Examine and evaluate change orders for reasonableness of cost and time impact on the schedule,
- Reporting tools such as monthly reports, and

- Monitor punch list and warranty work.

Project Schedule

Our Team has estimated that Phases I-III can be executed in a timeframe of approximately 14-15 months. Formulating and maintaining a clear engagement schedule together with adequate availability of our Team will be critical to ensure progress towards the completion of the three Phases.

Overall Engagement Schedule

The proposed Project will be a landmark project for Alachua County and an innovative project delivery in Florida. For the purpose of this proposal, we have estimated a timeframe of 14-15 months as a baseline aggregated timeline for the engagement. There can be adjustments and modifications depending on the challenges and/or day-to-day progress of the engagement, but our Team considers this overall timeline to be a working baseline.

In developing our project schedule, we have taken the following assumptions:

- The engagement as Technical Advisors start on May 5, 2020, which is the assumed to represent a notice-to-proceed date resulting from this RFP process. This date is 60 days from the date of proposal submission of March 4, 2020, and
- We have assumed that there will be no major delays in Project formulation such as significant delays in data gathering, requirements of environmental mitigation prior to the Project, and the need for a County referendum, etc.

The 14-15 months period is divided in accordance to the following table:

Phases as Discussed in Project Approach	Timeframe	Start & End Dates
Phase I: Feasibility and Land Analysis Phase	~ 3 months	May - August 2020
Phase II: Procurement Phase	~ 2-3 months	August - November 2020
Phase III: Pre-Development Phase (Award)	~ 9 months	November 2020 - July 2021

Section 4.5 of this proposal (Ability to Meet Time and Budget Requirements) provides a more detailed timeline of all phases and milestones.



Section 4.3:
Consultant's Qualifications and Staff



Consultant’s Qualifications and Staff

We have carefully assembled a team of seasoned professionals to ensure the County has access to in-depth experience in alternative procurement methods, technical expertise and community outreach capabilities. Our Team is mostly comprised of Florida-based professionals with local and national experience and ability to be present throughout the engagement. Below is our discussion of each of the required elements in the RFP for the section of Consultant’s Qualifications and Staff.

4.3.1 Summary of the Consultant's current workload and ability to satisfy the County requirements.

Our Team of high-caliber professionals have a favorable workload projection and can commit a significant amount of time to the engagement. In general terms, we expect Phases I and III to require a significant availability from our team members, while Phase II will be conducted and supported by a limited team of specialized advisors. We consider that team members will spend significant time in diligently accomplishing Phase I, which will form the basis for the Project. Phase II is expected to be supported by a smaller team that will be fully dedicated to ensuring an effective Procurement Phase. Finally, Phase III will require varying levels of commitment from different members but for an extended period of time. In accordance to our approach, Phase III will require the largest amount of efforts.

Our Team is placing great importance on this engagement and our organizations are making the necessary adjustments to ensure our Team members remain available and commit to the engagement. Below is a table that summarizes the current and projected workloads and levels of commitment.

Team Member	Project Role	Engagement Phase	Current Workload	Projected Workload	Commitment of Availability
Hector J. Rivera, P.E.	Principal in Charge	All Phases	90%	90%	10%
David Alvarez	Project Manager	All Phases	85%	20%	80%
Mick Richmond	Architectural Design Lead	All Phases	80%	40%	60%
Samuel Franco	Senior P3 Procurement Advisor	All Phases	75%	25%	75%
Eduardo Torres, P.E.	Senior Technical and Construction Advisor	I and III	80%	65%	35%
Michael Tran	Senior P3 Financial Advisor	I and III	85%	50%	50%

Zaida Roshandel	P3 Procurement Specialist	II	75%	45%	55%
Joseph A. Garcia, AIA	Architect	I, III	75%	45%	55%
Michael D. Russell	Sr. CAD, BIM, and Revit Specialist	I, III	75%	35%	65%
Angel Guerrea	Senior Cost Estimator	I, III	85%	70%	30%
Pedro Rosa	Cost Estimator	I, III	85%	65%	35%
Esther Monzon-Aguirre	Communications Lead	II, III	90%	90%	10%
Barbara Rodriguez	Community Affairs Specialist & Public Outreach	All Phases	90%	75%	25%
Alfred Benavides	Public Information Specialist	All Phases	75%	65%	35%
Miguel Bauza	Senior Construction Scheduler	I, III	85%	75%	25%
Rene Cruz	Document Control and Technical Support	All Phases	65%	50%	50%
Marco Garcia	P3 Technical Support	All Phases	85%	70%	30%
Christine Munera	P3 Analyst and Project Technical Support	II	85%	70%	30%

Our proposed Project schedule is aligned with our projected and committed availability of our professional resources in order to make sure the Project obtains all our technical dedication and expertise.

4.3.2. A brief statement shall be included, on the Consultant's background, organization and size.



CPM North America PLLC (“CPM”) is a Project Management and Technical/Engineering infrastructure advisory firm headquartered in Miami with offices in Tampa, Orlando, Austin, and affiliated international operations in Panama and Puerto Rico.

CPM has notable experience in Infrastructure and Procurement Consulting, Program Management, Project Controls, General Engineering Support, and Construction Management. Moreover, CPM has an active consulting practice in public-private partnerships (“P3s” or “PPPs”).

CPM is a minority-owned business certified by the Office of Supplier Diversity (“OSD”) of

the Florida Department of Management Services and the National Minority Supplier Development Council (“NMSDC”). CPM is also a certified Miami-Dade County Small Business Enterprise (“SBE”) for the Goods & Services (“G&S”) and Architectural and Engineering (“A/E”) categories. CPM is currently authorized to offer Engineering services by the State of Florida Board of Professional Engineers (see current Florida Professional Registrations in the exhibits).

CPM offers a wide range of technical services that include but are not limited to: procurement consulting services (including alternative procurement methods and public-private partnerships), project and construction management, project business analytics and visualization, capital improvement programs, construction costs estimations, project and construction scheduling, Environmental, Health and Safety (EHS), and energy management services including LEED certifications.

CPM North America PLLC presently has 14 technical professionals in its roster. However, CPM Enterprise, which combines all CPM operations accounts for other 160 employees.

CPM takes great pride in conducting its infrastructure and procurement advisory services with the aim of developing long-lasting and trust-based relationships. CPM’s corporate values of knowledge, ethics, drive and transparency (“KED&T”) are a cornerstone of CPM’s technical, strategic and P3 consulting practices.

4.3.3 The one person designated to act as primary liaison between the Consultant and the County. In addition, an alternate must be designated to act in the temporary absence of the primary liaison.

In terms of accessibility to our Team, we have built a Team structure with a two-fold objective: i) facilitate immediate access to Team leadership, and ii) ensure redundancy in our ability to liaise with the County. This latter reflects our interest in ensuring that County staff can easily contact and access key members of our Team, which in turn will facilitate response to the County.

Our Team will be led by David Alvarez, who will serve as Project Manager and primary liaison with the County. David Alvarez will work in close coordination and collaboration with Michael “Mick” Richmond from Brame Heck. Mick Richmond will be the main contact person in case of temporary absence of David Alvarez.

In addition, David Alvarez and Mick Richmond, we have designated Samuel Franco and Eduardo Torres from CPM as direct contacts to step-in to act as liaisons in case of temporary absence of David Alvarez and Mick Richmond, and to provide the redundancy of contacts with the County. These four individuals, David, Mick, Samuel and Eduardo, will be the core leadership of our Team will be involved in the engagement from the first day, thus, we expect County staff to get familiarized with this core team from early stages of the engagement. Direct coordination and transparent communication are central in our approach and provision of technical services.

Below are biographical summaries of David Alvarez and Mick Richmond. Full resumes are included for all team members as exhibits.

Team Leadership and County Liaisons



David Alvarez, MURP

- **Project Role:** Project Manager
- **Experience summary:** Mr. Alvarez is an infrastructure professional with sixteen (16) years of experience in public-private partnerships (P3s), and public sector procurement. From 2009 to 2013, served as the Executive Director of the Puerto Rico Public-Private Partnerships Authority of the Government of Puerto Rico.
- **Actual position:** Mr. Alvarez leads CPM's P3 and Alternative Delivery Practice based in Miami, FL.
- **Contact info:** (305) 851-2001 and dalvarez@cpmintl.com



Michael "Mick" Richmond, AIA NCARB LEED AP

- **Project Role:** Architectural Services Leaders
- **Experience summary:** Mr. Richmond has over 20 years of experience as an architect, designer, and educator. Clients have included universities, municipal and county governments, school districts, and Federal agencies.
- **Actual position:** Mr. Mr. Richmond serves as Principal-in-Charge and President of Brame Heck Architects based in Gainesville, FL.
- **Contact info:** (352) 372-0425, 1101 and m.richmond@brameheck.com

4.3.4 If any services are to be subcontracted, then those Consultants must be identified. Qualifications of any sub-consultant(s) and resumes of the individual(s) assigned to the projects are to be furnished as part of the submittal.

CPM has joined forces with two experienced subconsultant companies based in Florida. Brame Heck will be acting as specialized technical subconsultant proving local knowledge and expertise in the fields of architectural design, land and site analysis and architectural programming. Also, CPM has incorporated EV Services, Inc. ("EV Services") to provide communications, public involvement and community outreach services.

CPM is proud to conform a team of Florida based companies that are also SBE certified in different Counties that reflect the diversity of our State with CPM and EV Services being certified Minority-Owned Companies. Below are the company profiles for Brame Heck and

EV Services.



In 1911, Newbold L. Goin opened an architecture firm in Gainesville, Florida; the firm grew and evolved throughout the 20th century, and into the 21st. While the firm is now led by Principal Architect Mick Richmond, the firm bears the names of some of its most recent principal architects. Brame Heck Architects Inc. is located in downtown Gainesville, Florida, and its professional practice traditionally covers the North Central portion of Florida. Throughout its long history, Brame Heck has played a key role in designing a number of facilities that have shaped the built environment of Gainesville and many other North Central Florida communities.

Two of Brame Heck's professional staff are LEED Accredited Professionals, one with a specialty in Building Design and Construction. Brame Heck has a broad and extensive range of experience on many types of building projects, with a wide variety of clients. Brame Heck is committed to providing the best possible service to clients throughout the design process on projects of all types and scales.

A significant portion of Brame Heck's recent work has been new construction; most of these projects have been for repeat clients such as the University of Florida, Alachua County Public Schools, and Alachua County Public Works. Some recently completed projects include the addition of a roof railing at the Josiah T. Walls Building, Fire Station No. 23 in Waldo, Florida, and the Alachua County Office of the Public Defender.



SERVICES INC. EV Services, Inc. is a specialized communications and public relations firm based in Miami, FL. EV Services provides public involvement, event planning, media relations, promotional materials, and government relations services. EV Services is intimately familiar with the communication needs and requirements associated to large capital improvements. EV Services' client portfolio include Miami-Dade County, OHL Arellano, City of Doral, AECOM, South Florida Transportation Authority, Miami-Dade Expressway, City of Sweetwater, HNTB, Miami-Dade Water and Sewer Department, among others. EV Services is certified as a Minority, Women & Florida Veterans Business by the Office of Supplier Diversity of the State of Florida and a certified Disadvantaged Business Enterprise ("DBE") by the Florida Department of Transportation.

4.3.5 Consultants shall demonstrate experience in the scope of services required herein. Describe in detail any prior experience.

Our Team experience and technical capabilities in the scope of work is best exemplified through our collective prior experience and proven results. Below is a selection of relevant engagements and projects that support our assertion of in-depth knowledge and experience of alternative delivery procurements including P3s and proven technical experience. The projects below have significant similarities to the proposed Project and constitute landmark projects in the P3 market.

New Civil and Probate Courthouse P3 Project

Miami, Florida

P3 Project Delivery and O&M Technical Advisor



Rendering of new courtrooms in the New Civil and Probate Courthouse P3 Project, Miami-Dade County.

- **Client:**
Miami-Dade County Internal Services Department (Owner) / Perez & Perez Architects Planners (Prime Consultant)
- **Project Delivery Method:**
Design-Build-Finance-Operate-Maintain (DBFOM)
- **Role:**
Delivery Method Technical advisor and Operations and Maintenance P3 Technical Advisor.
- **Services:**
Delivery Method Cost Estimations and Comparisons, Cost Estimating of Operations & Maintenance Costs, and Development of Facility Management Technical Provisions.
- **Engagement Period:**
April 2017 - September 2019
- **Project Capital Cost:** \$350 million

CPM was selected as part of the technical team to assist Miami-Dade County in formulating and procuring their new Civil and Probate Courthouse in downtown Miami, FL. The project is Miami-Dade's inaugural P3 project.

The project consists in the design, construction, finance, operation and maintenance of a new civil and probate courthouse of approximately 600,000 gross square feet. This facility will replace the existing Civil and Probate Courthouse opened in 1925.

CPM was responsible to provide technical assistance in two major phases of the project: the feasibility assessment of the DBFOM delivery method and the preparation of Operations and Maintenance technical specifications during procurement phase.

During the first phase, CPM worked collaboratively with the County's external financial advisors in comparing the costs of a DB delivery method versus a DBFOM. After the completion of a value-for-money report, CPM became responsible for developing the technical provisions associated to Facilities Management, among other technical tasks.

Miami-Dade County successfully selected a preferred proponent and reached commercial and financial close in late 2019. Groundbreaking of the project was completed in early February 2020.

Travis County Civil and Family Courts Facility

Austin, Texas

Executive Project Management and Technical Advisory



Rendering of new County Civil and Family Courts Facility, Travis County.

- **Client:**
Travis County, Texas (Owner) /
Travis County Development
Partners (Developer)
- **Project Delivery Method:**
Progressive Design-Build,
including, Design-Build-Finance
elements
- **Role:**
Executive Project Management and
Technical Advisory
- **Services:**
Cost estimating, schedule
compliance, assistance reaching
financial close, and Development of
Project Management Plan.
- **Engagement Period:**
Ongoing
- **Project Capital Cost:** \$328 million

Our team member, Samuel Franco assisted the executive project management team for Travis County Courthouse Development Partners. While there, Mr. Franco supported the project development team with various aspects of the project from contract award onward through the Exclusive Negotiations period, helping to ensure the project reached financial close.

The Progressive Design Build project includes the design and construction of a 430,000 sq. ft. new civil and probate courthouse building with a value of \$328 million. This facility will replace the Heman Marion Sweatt Courthouse, which opened in 1931. As part of the Progressive Design Build procurement process, the Travis County Commissioners Court voted to solicit proposals from private partners interested in both putting up land for the project and providing a building meeting the County's performance specifications. Through this competitive process, a preferred developer was selected by unanimous vote of the Commissioners to proceed in exclusive negotiations for a development agreement. The project is currently under construction and within schedule and budget. The courthouse facility is schedule to be completed in the fourth quarter of 2022.

Alachua County Office of the Public Defender

Gainesville, Florida

Full Architectural Services



- **Client:**
Alachua County
- **Project Delivery Method:**
CM
- **Role:**
Main Architect and Designer
- **Services:**
Full architectural services
- **Engagement Period:**
8 months (Jan-July 2016)
- **Project Capital Cost:** \$4.5 million

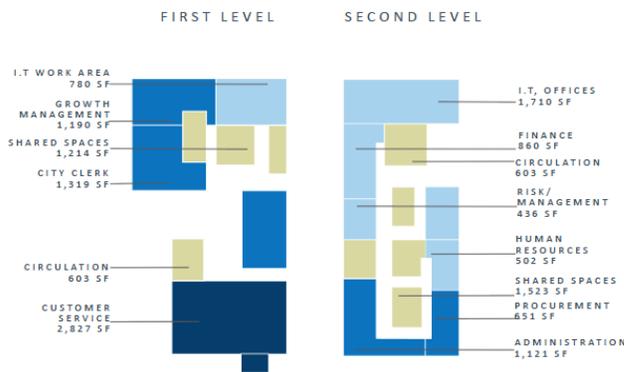
Brame Heck Architects Inc. provided full Architectural Services to Alachua County for it's the new Office of the Public Defender.

The Alachua County Public Defender had outgrown their previous space. A new 20,000+ sq. ft. space co-located with the Alachua County Courthouse required an efficient footprint and architecture that was complementary to the established context. This new location, coupled with the function of the Alachua County Public Defender, additionally required incorporation of robust building security elements.

City of Lake City – New City Hall Feasibility Study

Lake City, Florida

Feasibility Study Services - Programming and Design Analysis



- **Client:**
City of Lake City
- **Project Delivery Method:**
To be Determined
- **Role:**
Principal/Prime – Feasibility Study
- **Services:**
Programming and Design Analysis Services
- **Engagement Period:**
4 months (May-Sept 2019)

Brame Heck Architects conducted a programming needs study and preliminary design analysis for a new City Hall for the City of Lake City, FL. This study included information we have collected about the space requirements of nine county departments that will be co-located in this building. We gathered information about each space, or group of spaces including the sizes, adjacencies, and requirements such as security, public access, lighting, views, and commonly utilized areas. We worked from the specific internal requirements, organizing our study by department, and then looked at how departments should be organized together. We prepared diagrams to study how departments fit together three dimensionally, and studied several different siting options on two different sites. Finally, we prepared a budget analysis for the preferred siting option. Our goal was to analyze the project not only in terms of construction budget, but also in terms of logistics, operational considerations, usability for staff and convenience to the public.

Our project experience is relevant for the proposed Project and will allow our Team to hit the ground running since day one. Additional complementary project experience is included below to provide a clearer idea of other relevant engagements and the breadth of our experience in P3s and technical advisory.

Technical and Master Planning Advisors – Miami-Dade County Correctional Facilities



In 2017, CPM was selected as part of the technical team presently updating the Master Plans for Miami-Dade County's Judicial Circuit-Wide Courts and Correctional Facilities. As part of the team, CPM is responsible for conducting facility condition assessments, constructability analyses, operation and maintenance cost estimations, assessment of sites for potential future development, and procurement alternative analysis. Also, CPM assists the rest of the technical team in formulating strategic alternatives for Miami-Dade County.

Border Crossing Points P3 Project – Feasibility Technical Advisory, El Salvador (ongoing)



In 2019, CPM was selected as P3 Technical Advisor by *FOMILENIO II*, an institution created between the Millennium Challenge Corporation (an independent U.S. foreign assistance agency) and the Government of El Salvador. CPM was selected, as project manager, together with EY Central America, to conduct the pre-feasibility assessment of a P3 project for certain border crossing points and intermediate customs facilities. The P3 project seeks to improve border and customs facilities and increase the efficiency of processing imports and exports.

P3 Technical O&M Advisor - I-4 Ultimate P3 Project



While under a different employer, David Alvarez, CPM's VP for Strategic Advisory, served as Project Manager in providing technical advisory to one of the shortlisted private consortiums competing for the I-4 Ultimate Project procured by the Florida Department of Transportation (FDOT). Mr. Alvarez managed a working team responsible for developing the operations and maintenance (O&M) sections of the technical proposal of the private consortium.

P3 Advisor & Program Management - Schools for the 21st Century DBM Project



From 2010 to 2013, CPM served as P3 Procurement Advisor & Program Management services for one of the largest modernization programs of public schools in the U.S. CPM was selected as technical advisor and program manager by the Government of Puerto Rico to formulate, procure and implement a Design-Build-Maintain project for 100 public schools. This project delivered significant infrastructure improvements that benefitted approximately 50,000 students while generating substantial cost savings for the Government of Puerto Rico.

P3 O&M Advisor - SH 288 Managed Lanes and New Bridge for St. Lawrence Corridor



Members of CPM's P3 Practice had the opportunity to provide support to shortlisted private proposers in key transportation project. Specifically, David Alvarez served as Project Manager for advisory engagements related to the development of operations, maintenance, and rehabilitation plans for shortlisted private consortiums in the SH 288 Managed Lanes P3 Project in Texas and the New Bridge for St. Lawrence Corridor P3 Project, Canada.



Section 4.4:
Ability of Consultant's Professional Personnel



Ability of Consultant's Professional Personnel

We are aware of the importance of demonstrating how we propose our Team will accommodate Alachua County throughout the Technical Advisory engagement. CPM has established a project organizational structure directed at providing the needed services in each specific phase of the engagement. Below is description of the allocation of personnel during each phase.

Phase I: Feasibility and Land Analysis

Our Team will conform and clearly define the basis of the Project during Phase I. We consider Phase I to be a foundational stage for the Project. In addition, we are estimating that this phase will be completed in 3 months period. As a result, we are anticipating a significant participation of our P3 and architectural and technical professionals. We foresee very active involvement of our Project Manager, P3 Senior Advisors such as Samuel Franco, Lead Architects from Brame Heck, our P3 Financial Advisor, Cost Estimators, and CPM's Senior Technical and Construction Advisor. This team will be a core team for this phase with support from other technical staff on as needed basis. We also expect a high level of interaction with County staff during this phase.

Phase II: Procurement Phase

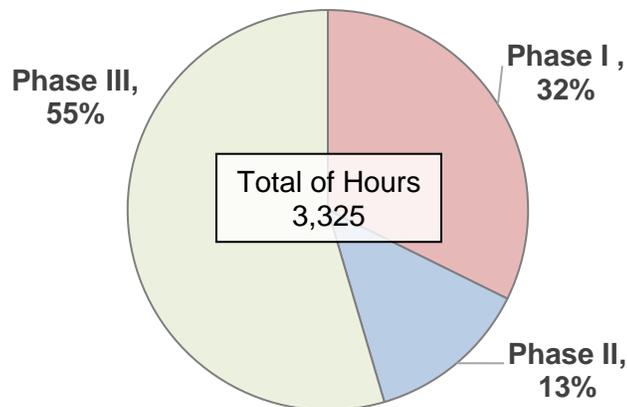
During Phase II, we will focus on launching and managing the procurement process. As a result, we will reduce the involvement of the wide technical staff in Phase I and let our P3 Procurement Specialists take a much larger role. Team Members such Zaida Roshandel, Samuel Franco, David Alvarez will be heavily involved in putting solicitation documents together with support from other P3 Procurement Specialists. Obviously, the larger technical team will be available to provide support on as needed basis during this phase.

**Phase III:
Pre-Development
Phase (Award)**

This phase entails the selection of a Preferred Proponent, Exclusive Negotiations, execution of Development Agreement and significant progress in the design and construction plans. For this phase, we plan to re-engage the larger technical team and establish clear workstreams. It will be critical to ensure there is no overlap of functions and roles among our staff members. We expect this phase to require significant involvement from the architectural team and key P3 professionals. More specifically, we expect our Project Manager and Lead Architects and other technical members be heavily involved in this phase. Specific support from technical staff such as Costs Estimators, Schedulers, Civil and Structural Engineers, and even the CPM P3 Financial Advisor will be employed on a targeted basis. In other words, we plan to staff this phase with the leading core team of Phase I and additional “on-call” support from specialized team members. It is our expectation that a significant amount of work can be transferred to the Preferred Proponent during this phase.

Our staffing plans results in a total amount of 3,325 hours of technical assistance to fulfill the scope of work. The graph below provides a depiction of the distribution of efforts (number of hours) across the different phases.

Distribution of Level of Efforts (Hours)



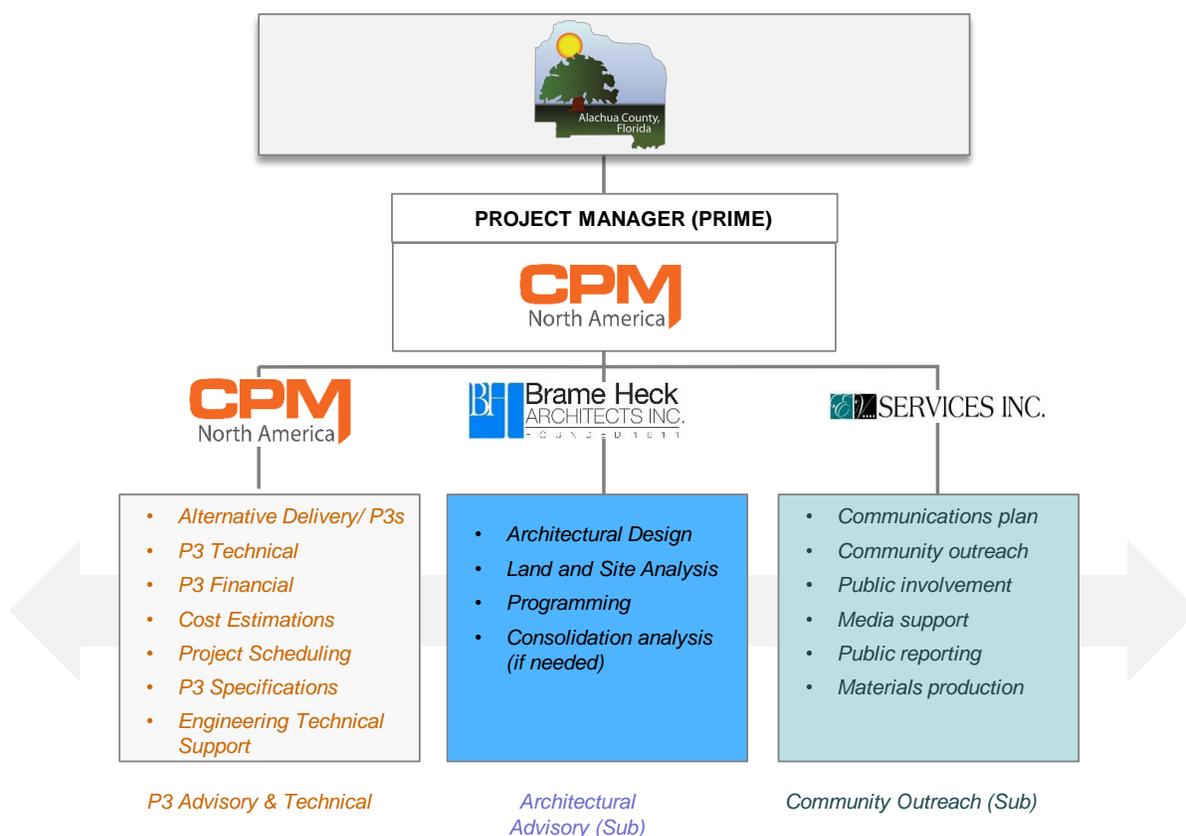
Our SBE subconsultant, Brame Heck, is estimated to provide 37% of the total hours to be devoted to the entire engagement (this number of allotted hours corresponds to 36% of total value of the fee cost). This number can increase if needed.

Our team will provide committed professional resources to work on simultaneous fronts but will also keep our team nimble throughout the engagement process. This staffing approach will allow us to accommodate the needs of the County, comply with the proposed schedule and help deliver a valuable Project while reducing risk to the County. In addition, we strongly believe that keeping a core team engaged from day one can make a significant difference in the effectiveness of our services and contact with the County.

With respect to our internal organization, below we have included two organizational charts in order to provide a clear sense of how complementary our team is and how we will be organized to respond to the County needs and fulfill the requirements of the scope of work.

The first organizational diagram provides a graphical depiction of major roles and responsibilities and how our organizations will interact with each other to provide a full suite of services for the Project.

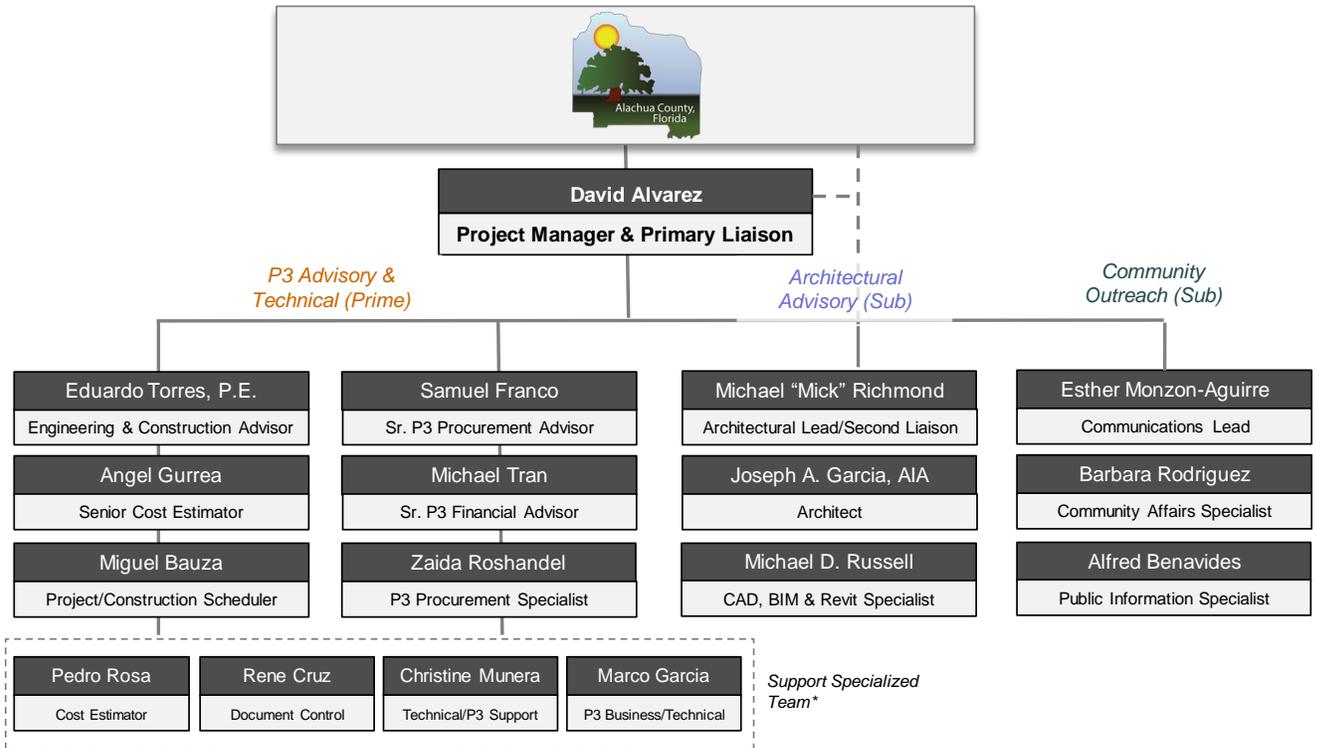
Diagram of Organizational Composition of Team & Major Roles



The next chart seeks to provide a clear understanding of how we have staffed our Team in order to have clear individual roles, avoid overlapping and duplication and have each

individual focused on his or her expertise. It also reflects the functional relations between professionals and the County including the liaison responsibilities.

CPM's Team Organizational Chart



* Support team can be expanded to include other specialized areas such as Civil and Structural Engineering, among others.

We feel confident that our professional personnel is highly qualified and that we have carefully selected the professionals with the right skills set to assist the County in successfully completing the scope of work. Full resumes been included as part of the exhibits.

In addition, our delineation of roles, responsibilities and functional relationships are perfectly aligned for the team to be cohesive and fully focused on the sole objective of delivering a valuable Project.



Section 4.5:
Ability to Meet Time and Budget Requirements



Ability to Meet Time and Budget Requirements

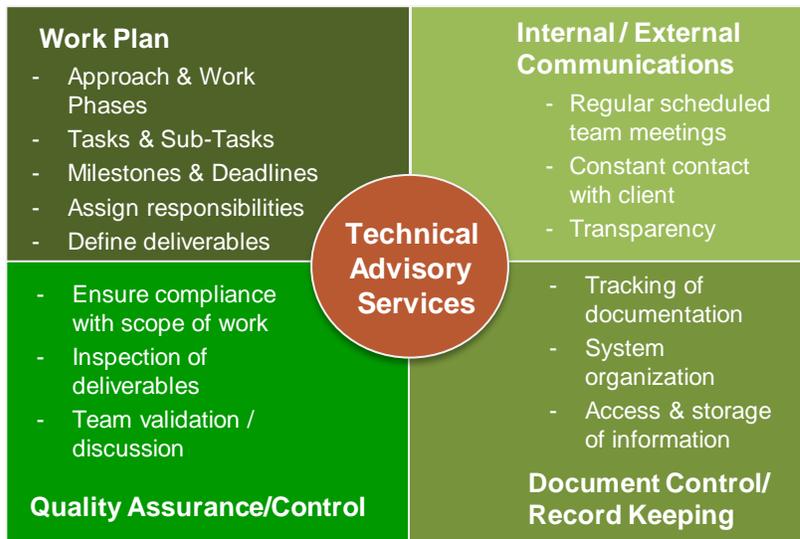
This section addresses the RFP requirements established in Section 4.5. We have divided the section in three main topics: i) methodology to perform services, ii) guiding milestones, and iii) cost proposal. Our Team feels confident about our ability to meet milestones and deliver services within our proposed budget cost.

Methodology to Perform all Services

Our methodology to perform the services described in the scope of work is one based on four major pillars: i) Work Plan, ii) Communications, iii) Quality Control / Assurance, and iv) Document Control/Record Keeping.

Our methodology serves as guiding principles for all phases of our services. The proposed methodology also serves as a common platform to reinforce consistency and reliability of our service throughout the engagement period. Another benefit of our methodology is that allows us to identify and manage the risks in the execution of services. In P3 projects it is common that advisory engagements entail various workstreams (technical, legal, financial, others), which all have different information requirements, timelines and interactions. Having a common methodology allows the Project Manager and the leaders of each workstream to identify any risks affecting one or more workstreams that ultimately can affect a Team deliverable or service. The diagram below presents a graphic representation of our methodology.

CPM's Team Methodology to Perform Services



Guiding Milestones

We have developed a full timeline for the engagement that includes general timelines that provide guidance and can be easily turned into specific milestones in the first weeks of the engagement.

As indicated in Section 4.2 (Project Approach) we estimate that we can fulfill the scope of work in a timeframe of 14-15 months. In order to reach this estimate, we assumed the engagement starts 60 days after the proposal submission deadline (early May 2020). The specific timeline with guiding milestones is represented in the graph below.

General Timeline and Guiding Milestones

Project Phase	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21
Phase I: Feasibility and Land Analysis															
Initial Phase - Kick-off, due diligence, validation, data gathering	■														
Cost & Site Analysis - Cost estimation, site analysis, general programming & architectural, consolidation analysis		■													
Feasibility - Financial feasibility, risk allocation, sources of revenues, funding & financing		■													
Delivery Method and Transaction Structure - Selection of procurement method, procurement strategy, identify draft RFQ/P, communications plan outline			■												
Phase II: RFP for Design Build Team and Developers															
Preparation - Preparation for procurement launch, draft RFQ/P, prepare procurement package, transparency portal, communication plan			■												
Procurement - Launch and manage procurement process, evaluate qualifications/proposals, support County in selection, public outreach				■	■										
Phase III: Pre-Development (Award)															
Award - Select Preferred Proponent, engage in negotiations, Development Agreement and revision of design and technical documents, public outreach						■	■	■	■	■	■	■	■		
Commercial and Financial Closing - Assist in ensuring commercial and financial close, public communications														■	
Owner's Rep Plan - Draft plan to prepare County for commencement of construction															■

This timeline and guiding milestones are consistent with our proposed approach. According to the schedule above we will complete the deliverables of Phase I by July 2020, while Phase II will be completed by September 2020, and Phase III by July 2021.

Cost Proposal

We have prepared a cost proposal that we consider is cost-effective. A combination of factors such as location of our staff and our project approach allows us to offer the County a competitive total cost. In addition, our project approach facilitates a total cost profile that is back-ended in nature, where the largest portion of the fees is weighted towards the end of the engagement or Phase III. We believe this reduces the risk for the County.

Based on our estimation of level of efforts required to comply with the scope of work and our selection of professionals, we have calculated a total not to exceed cost of **\$549,480**. This includes an amount of \$7,000 pertaining to reimbursable expenses that will cover mainly transportation costs, costs related to a data room needed during procurement phase, among other allowable expenses. This reimbursable amount will be subject to all County regulations and policies. Below is a table that presents the breakdown of the total cost proposal from our Team.

CPM's Total Cost Proposal

Summary	Timeframe	Amount of Team Hours	Blended Hourly Rate	Total Fees
Phase I: Feasibility and Land Analysis	3 Months	1,074	\$159.82	\$171,650.0
Phase II: RFP for Design Build Team and Developers	2 - 3 Months	437	\$161.08	\$70,390.0
Phase III: Pre-Development (Award)	9 Months	1,814	\$165.62	\$300,440.0
SUB-TOTAL FEES	14-15 Months	3,325	\$163.15	\$542,480.0
SUB-TOTAL REIMBURSABLE EXPENSES*				\$7,000.0
GRAND TOTAL COST				\$549,480.0

* Subject to County pre-approval policy.

As required by the RFP, we have included a schedule with hourly rates for each professional job classification. Our rates will be fixed throughout the period of the engagement and no escalations will be applied after December 31, 2020. Full resumes for our team members have been included as part of the exhibits.

CPM's Schedule of Hourly Rates

Professional Job Classification	Hourly Rate
Project Manager	\$200.00
Principal Architect	\$180.00
Senior Procurement Advisor (P3)	\$180.00
Senior Professional Engineer	\$180.00
Senior Financial Advisor (P3/Real Estate)	\$180.00
Registered Architects	\$160.00
Procurement Specialists (P3)	\$130.00
Public Relations Principal	\$130.00
Senior Cost Estimator	\$125.00
Senior Project/Construction Scheduler	\$125.00
CADD, Revit Technician	\$115.00
Designer	\$115.00
Procurement/Project Mgmt. Technical Support	\$115.00
Cost Estimator	\$105.00
Community Affairs/Public Outreach Professional	\$110.00
Public Information Specialist	\$95.00
Project Document Control	\$87.50
Clerical	\$75.00



Section 4.6:
Effect of Project Team Location on Project Responses



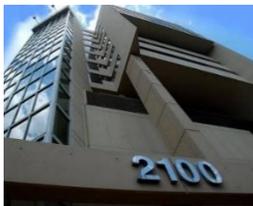
Effect of Project Team Location on Project Responses

The large majority of our Team is based in Florida with one of the key subconsultants located in Gainesville just blocks away from the proposed Project. Our Project Manager and second liaison are based in Miami and Gainesville, respectively, with a proven capacity to quickly respond to County and Project needs. CPM is headquartered in Miami but has office space available in Orlando, which can facilitate response times and ability to be present in meetings. In addition, Brame Heck is headquartered in Gainesville just few blocks away from the proposed Project. We strongly believe that Brame Heck's location provides a valuable benefit for the County and the Team as a whole in ensuring rapid access to key technical staff and ability to respond in person. Our communication specialist, EV Services, Inc. is also headquartered in Miami with easy reach to Gainesville.

We feel confident that our Team's geographical presence will allow for responsiveness to the County and project needs.

CPM's Coral Gables and Orlando offices focus on providing project management and technical and strategic advisory services associated to P3 projects and/or large capital improvement projects. Having this type of presence is extremely important for CPM in order to better assist clients and serve the needs of the County. Also, Brame Heck's presence in Gainesville provides convenience in many respects amid County and Project needs.

We are aware of the importance of response times and are committed to be present every step of the way in all the phases of the Project. We do not consider that our distance from Gainesville will have an effect on our ability to respond to County or Project needs.



CPM North America
(Headquarters)
2100 Ponce De Leon
Blvd.
Suite 1260
Coral Gables, FL
33134



**Brame Heck
Architects**
(Headquarters)
606 N.E. First Street
Gainesville, FL 32601



EV Services Inc.
(PM Office)
250 Catalonia
Avenue #505
Coral Gables, FL
33134



CPM North America
(Orlando Office)
111 N. Orange Ave.
8th Floor
Orlando, FL 32801



Exhibit A
Signature and Acknowledgment of
Addendum Form



SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM

RFP: 20-953 Technical Consultant for the County Administration Building

PROPOSAL OPENING DATE: 2:00 pm, Wednesday, March 4, 2020

PLACE OF RFP OPENING: Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

Local Based Firms per Section 1.14, Check One Below
I certify that my business is located in Alachua County and meets the criteria for location points as specified in Section 1.14.
[X] I am not a local based firm in Alachua County.

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 Yes No #2 Yes No #3 Yes No #4 Yes No

Proposer: CPM North America, PLLC Company: CPM North America, PLLC

Address: 2100 Ponce de Leon Blvd., Suite 1260 Coral Gables, FL 33134

Authorized Signature: [Signature] Title: Vice President

Clearly Print Name: Francisco J. Arteaga

Phone: (305) 851-2001 Fax: Date: 02/24/2020

Email Address: farteaga@cpmna.com



Exhibit B:
SBE Program Participation Form



RFP: 20-953 TECHNICAL CONSULTANT FOR THE COUNTY ADMINISTRATION BUILDING

I as the undersigned Vendor certify that I have completed one of the option(s) below *(Circle One)*:

OPTION 1

OPTION 2

OPTION 3

OPTION 4

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) Procurement at 352.374.5202, for direction.**

Vendor Name: CPM North America, PLLC Date 02/24/2020

Signature  Title VP

Printed Name: Francisco J. Arteaga Title VP

RFP: 20-953 TECHNICAL CONSULTANT FOR THE COUNTY ADMINISTRATION BUILDING

OPTION 3

SBE Participation. I certify that our Company has contacted the Alachua County's Certified SBEs listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory.

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for the total dollar value and percentage of the bid set forth below.

If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you should proceed to Option 4 and document your Good Faith Effort.

SBE Name of Contractor: Brame Heck Architects

Address: 606 NE 1st St, Grainesville, FL 32601

Scope of Work to be Performed: Architectural Design, Land & Site Analysis, Programming

Total \$ Value: \$196,520 % of Total BID/RFP: 36%

SBE Name of Contractor:

Address:

Scope of Work to be Performed:

Total \$ Value: \$ % of Total BID/RFP: %

SBE Name of Contractor:

Address:

Scope of Work to be Performed:

Total \$ Value: \$ % of Total BID/RFP: %

SBE Name of Contractor:

Address:

Scope of Work to be Performed:

Total \$ Value: \$ % of Total BID/RFP: %



**Exhibit C:
Certified SBE Points Request Form**



CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM FOR RFP's

The Technical Qualifications Evaluation phase of the Professional Services Evaluation Process assesses whether a Consultant is a certified Small Business Enterprise (SBEs) and provides for the allotting of points where the Consultant includes in their submittal a request for points allowed for Alachua County's Certified SBEs' participation in accordance with the options listed below and the necessary documentation to substantiate such is provided.

CERTIFIED SMALL BUSINESS ENTERPRISE (SBEs)- REQUEST FOR POINTS 15 POINT MAXIMUM																																			
Points for Certified Small Participation is to be awarded using one of the options below:	Points Allowed	Points Requested	Points Assigned																																
Fifteen (15) points are awarded to the Consultant if the Consultant is a certified small business (per Alachua County's current SBE registry at the time set for receipt of submittals) and at least 51% of the job will be performed by the Consultant.	15 pts																																		
<p>Eight (8) to thirteen (13) points are awarded if the Consultant commits to a significantly higher certified Small participation than the goal, based on the breakdown indicated below:</p> <p>Percentage of Certified Small Participation:</p> <table border="0"> <tr> <td style="text-align: center;">at least</td> <td style="text-align: center;">but less than</td> <td style="text-align: center;">Points</td> <td style="text-align: center;">to be</td> </tr> <tr> <td style="text-align: center;">Awarded</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">25%</td> <td style="text-align: center;">30%</td> <td style="text-align: center;">8</td> <td style="text-align: center;">Points</td> </tr> <tr> <td style="text-align: center;">30%</td> <td style="text-align: center;">35%</td> <td style="text-align: center;">9</td> <td style="text-align: center;">Points</td> </tr> <tr> <td style="text-align: center;">35%</td> <td style="text-align: center;">40%</td> <td style="text-align: center;">10</td> <td style="text-align: center;">Points</td> </tr> <tr> <td style="text-align: center;">40%</td> <td style="text-align: center;">45%</td> <td style="text-align: center;">11</td> <td style="text-align: center;">Points</td> </tr> <tr> <td style="text-align: center;">45%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">12</td> <td style="text-align: center;">Points</td> </tr> <tr> <td style="text-align: center;">50%</td> <td style="text-align: center;">51%</td> <td style="text-align: center;">13</td> <td style="text-align: center;">Points</td> </tr> </table>	at least	but less than	Points	to be	Awarded				25%	30%	8	Points	30%	35%	9	Points	35%	40%	10	Points	40%	45%	11	Points	45%	50%	12	Points	50%	51%	13	Points	8 pts - 13 pts	10	
at least	but less than	Points	to be																																
Awarded																																			
25%	30%	8	Points																																
30%	35%	9	Points																																
35%	40%	10	Points																																
40%	45%	11	Points																																
45%	50%	12	Points																																
50%	51%	13	Points																																
Five (5) points are awarded to a Consultant who has committed to meet the percentage participation goal of 15% as established by the Board of County Commissioners and the Consultant has listed the certified small business(es) and clearly stated the work and percentages of the job that those business(es) will perform.	5 pts																																		



Exhibit D:
Government Minimum Wage Form



ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

RFP 20-953 TECHNICAL CONSULTANT FOR THE COUNTY ADMINISTRATION BUILDING

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Please mark the appropriate box below that applies to how you pay your employees:

- Employees involved with Alachua County projects are paid a minimum of **\$14.00 hourly** and are provided health benefits?
- Employees involved with Alachua County projects are paid a minimum of **\$16.17 hourly but are not provided** health benefits?

Bidder: CPM NORTH AMERICA, PLLC Company: CPM North America, PLLC

Address: 2100 Ponce de Leon Blvd., Suite 1260, Coral Gables, FL 33134

Authorized Signature:  Title: VP

Clearly Print Name: Francisco J. Arteaga

Phone: (305) 851-2001 Fax: _____ Date: 02/24/2020

Email Address: fjarteaga@cpmna.com



***Exhibit E:
Volume of Previous Work Form***



VOLUME OF PREVIOUS WORK SUMMARY

Volume of previous work will be determined by the actual fees rendered to the consultant by Alachua County. These fees are based on actual payments made to the consultant and are retrieved from the County’s electronic accounting system. Only a portion of these fees 9 (Adjusted fee) will be considered based on the fiscal year payments and the factor listed below (see chart below).

SAMPLE

PERIOD	ACTUAL FEE	FACTOR	ADJUSTED FEE
Current and last year (Oct 1 – Sept 30)	\$ 100,000.00	X 1.0	\$ 100,000.00
Second year past (Oct 1 – Sept 30)	\$ 100,000.00	X .08	\$ 80,000.00
Third year past (Oct 1 - Sept 30)	\$ 100,000.00	X .06	\$ 60,000.00
TOTAL ADJUSTED FEE CONSIDERED			\$ 240,000.00

VOLUME OF PREVIOUS WORK - POINTS EARNED

The volume of previous work points earned are based on the adjusted fee (see chart below).

POINTS	ADJUSTED FEE (AF) *	YOUR REQUESTED AF POINTS
5	AF < 50,000	<u>5</u> points
4	50,000 < AF < 100,000	
3	100,000 < AF < 200,000	
2	200,000 < AF < 300,000	
1	300,000 < AF < 400,000	
0	AF > 400,000	



**Exhibit F:
Proposed Subcontractors Non-SBE**



Proposed Subcontractors (Non-Small Business Enterprise) Form

RFP: 20-953 TECHNICAL CONSULTANT FOR THE COUNTY ADMINISTRATION BUILDING

This form is for all **Non-Small Business Enterprise subcontractors** being utilized on this project that **are not included on Exhibit C.**

Name of Contractor: EV Services Inc.
Address: 250 Catalonia Ave. #505, Coral Gables, FL 33134
Scope of Work to be Performed: Public relations, public involvement, communications
Total \$ Value: \$ \$31,850 % of Total BID/RFP: 6% %

Name of Contractor: _____
Address: _____
Scope of Work to be Performed: _____
Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____
Address: _____
Scope of Work to be Performed: _____
Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____
Address: _____
Scope of Work to be Performed: _____
Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____
Address: _____
Scope of Work to be Performed: _____
Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

If additional space is required for your subcontractor listing, make copies of this Exhibit F and submit with you bid package.



Exhibit G:
Drug Free Workplace Form



DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement Code states that in the evaluation of proposals, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Procurement Code hereby certifies that

CPM North America, PLLC

Name of Business

does:

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 statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo 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 firm complies fully with the above requirements.


Bidder's Signature

02/24/2020

Date



Exhibit H:
Public Record Declaration



PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder’s Signature:  Date: 02/24/2020

---OR---

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder’s Signature: _____ Date: _____



***Exhibit I:
Insurance Requirements***





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED CPM North America, PLLC 2100 Ponce de Leon Blvd. 12th Floor/Suite 1260 Coral Gables, FL 33134-5215 USA	INSURER A: Pacific Indemnity Co. 20346	
	INSURER B: Federal Ins. Co. 20281	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570075082150** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			99508146	10/15/19	10/15/20	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			78189693	10/15/19	10/15/20	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570075082150

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Evidence of Insurance
 Alachua County Board of County Commissioners, RFP 20-953 Technical Consultant is an Additional Insured; waiver of Subrogation applies. Coverage is primary and non-contributory and 30 day Notice of Cancellation in accordance with written contract.

CERTIFICATE HOLDER	CANCELLATION
Alachua County Board of County Commissioners RFP 20-953 Technical Consultant for the County Administration Building Alachua County Procurement, 3rd Floor County Administration Building 12 SE, 1st Street Gainesville, Florida 32601-6983	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Florida</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
2/21/2020PRODUCER
Marsh Saldaña, Inc.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CPM NORTH AMERICA PLLC.
2100 PONCE DE LEON BLVD
12TH FLOOR, SUITE 1260
CORAL GABLES, FL 33134-5215INSURERS AFFORDING COVERAGE
CHUBB INSURANCE COMPANY OF P.R.
PO BOX 191249
SAN JUAN PR 00919-1249**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				EACH OCCURRENCE	
					FIRE DAMAGE (Any one fire)	
					MED EXP (Any one person)	
					PERSONAL ADV INJURY	
					GENERAL AGGREGATE	
					PRODUCTS-COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident)	
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	
					OTHER THAN EA ACC	
					AUTO ONLY : AGG	
	EXCESS LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
					AGGREGATE	
					RETENTION	
	WORKERS COMPENSATION					
	EMPLOYERS LIABILITY <input type="checkbox"/> STOP GAP				E.L EACH ACCIDENT	
					E.L DISEASE - EA EMPLOYEE	
					E.L DISEASE - POLICY LIMIT	
X	OTHER ERRORS & OMISSIONS	EO1028	04/12/2019	04/12/2020	LIMIT	5,000,000
					AGGREGATE	5,000,000
					DEDUCTIBLE	15,000

DESCRIPTION OF OPERATIONS/LOCATIONS.VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Department Contact: Larry Sapp / Department: Budget and Fiscal Services / Dept. Contact Phone: 352.374.5202 / Dept. Contact email: lsapp@alachuacountry.us / Bid: 20-953 Technical Consultant for the Country Administration BuildingCERTIFICATE HOLDER: ADDITIONAL INSURED INSURER LETTER
Alachua Country Board of Country Commissioners
RFP 20-953 Technical Consultant for the Country Administration Building
Alachua Country Procurement, 3rd Floor
Country Administration Building
12 SE, 1st Street
Gainesville, Florida 32601-6983CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(es) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in of such endorsement(s). If SUBROGATIONS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This certificate of insurance does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Exhibit J:
Corporate Resolution



CPM NORTH AMERICA, PLLC

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of CPM North America, PLLC, a

(insert name of company)

Florida State corporation (the "Corporation"), at a duly and properly

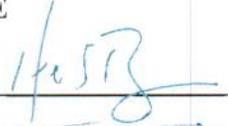
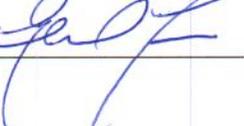
(insert state of incorporation)

held meeting on the 25th day of february, 2020, did hereby consent to, adopt, ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision of the State of Florida:

NAME	TITLE
<u>Héctor J. Rivera</u> 	<u>President</u>
<u>Francisco J. Arteaga</u> 	<u>Vice President</u>
<u>Eduardo Torres-Oliver</u> 	<u>Senior PM</u>

NAME

TITLE

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 25TH day of FEBRUARY, 2020, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal) Secretary of the Corporation

By: 

FRANCISCO J. ARTEAGA

(Print Secretary's Name)





Exhibit K:
Sample Professional Agreement



SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this ____ day of _____, 20__ between Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and _____ doing business at _____ hereinafter referred to as "Professional" (collectively hereinafter County and Professional referred to as "Parties")

WITNESSETH

WHEREAS, the County issued Bid or RFP #_____ seeking qualified Professionals to furnish _____, in Alachua County, Florida, for the benefit of _____; and

WHEREAS, after evaluating and considering all timely responses to Bid or RFP #_____, the County identified the Professional as the top ranked firm; and

WHEREAS, the County desires to employ the Professional to provide the services described in Bid or RFP # _____ and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.** This Agreement is effective on the date executed by both parties and continues until the _____ day of _____, 20__ unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for ____ additional ____ year terms at the terms and conditions contained in this Agreement.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:
 - a. The Professional is professionally qualified to act as the professional for the Project

and is licensed to practice _____ by all public entities having jurisdiction over the Professional and the Project;

b. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;

c. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

d. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

e. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

f. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit "1."**

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Exhibit "2."**

5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

a. The Professional shall be paid for those services required by this Agreement not to exceed the sum of _____ allocated in the following manner:

b. Reimbursable expenses, if approved in writing in advance, will be paid by the County to the Professional for the following services or costs outlined below. The Professional will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

(1) Expenses for travel when traveling in connection with provision of services under this Agreement in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.

(2) Actual expense of reproductions, postage and handling of drawings and specifications postage-actual cost;

(3) If authorized in writing in advance by the County's representative, the cost of other expenditures made in the interest of the work effort.

OR:

5.1 No additional reimbursable expense will be paid under this Agreement.

c. If the Professional's duties, obligations, and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in **Exhibit "1."**

d. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Dept Director
Dept: _____
Address
Gainesville, Florida, _____

e. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

f. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218,

Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Company
Address
City/State/Zip
ATTN: _____

IF SERVICES PROVIDED BY CONTRACTOR ARE EXEMPT UNDER THE ALACHUA COUNTY MINIMUM WAGE ORDINANCE, DELETE PARAGRAPH 6 BELOW

6. **Alachua County Minimum Wage:**

- a. Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government.
- b. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the “Minimum Wage”).
- c. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- d. The Contractor must provide certification, **Exhibit ____**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- e. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirement
- f. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- g. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

7. **Personnel.**

- a. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME

[list]

FUNCTION

[list]

- b. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The _____ (manager) may authorize changes to this list in writing.

- 8. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor’s and County representative are:

County:
 Title
 Dept
 PO Box
 Gainesville, FL

Professional:
 Company
 Address
 City/State/Zip
 Attn: _____

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II
 Clerk of the Court
 12 SE 1st Street
 Gainesville, FL 32602
 Attn: Finance and Accounting

And to

Procurement Division
 12 SE 1st Street
 Gainesville, Florida 32601
 Attn: Contracts

- 9. **Default and Termination.**

- a. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The _____ Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- b. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- c. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

10. **Project Records.**

a. **General Provisions:**

- i. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- ii. In accordance with §119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the

Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- iii. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

b. Confidential Information:

- i. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- ii. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.
- c. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform

the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- d. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE

11. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
12. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit “3.”** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “3-A”**.
13. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
14. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.
15. **Indemnification**
 - a. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this

Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if their (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

b. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

OR: IF FOR ARCHITECTURAL. ENGINEERING OR SURVEYING AND MAPPING SERVICES

14.1 The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Design Professional in the performance of the Agreement. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

c. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

16. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

17. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement

without prior written consent of the other party.

18. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
19. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
20. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
21. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
22. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
23. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
24. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
25. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
26. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.

27. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
28. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.
29. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
30. **Counterparts**. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
31. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
32. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____

_____, Chair

Board of County Commissioners

Date: _____

**IF CONTRACT IS LESS THAN \$50,000 CAN
SIGNED BY COUNTY MANAGER**

BE

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's
Office

(SEAL)

**IF SIGNED BY COUNTY MANAGER
CLERK DOES NOT ATTEST AND
SIGNATURE BLOCK IS REMOVED**

PROFESSIONAL

ATTEST (By Corporate Officer)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

**IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A
CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE
RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON
BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR
SIGNATURE MUST BE NOTARIZED.**

EXHIBIT 1: Scope of Services

EXHIBIT 2: Duties of the County

EXHIBIT 2-A: Method of Additional Compensation

EXHIBIT 3: Insurance Requirements

EXHIBIT 3-A: Certificate of Insurance

EXHIBIT 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Corporate Name:
Address
City/State/Zip
Phone Number
Point of Contact_____

Project Description:

CONTRACTOR

ATTEST (By Corporate Officer)

By:_____

Print:_____

Title: _____

By:_____

Print: _____

Title:_____

Date: _____

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION



Exhibit L:
Professional Services Evaluation
Handbook





**PROFESSIONAL SERVICES
EVALUATION HANDBOOK**

INSTRUCTIONS AND PROCEDURES

Be prepared to come to the selection committee meeting with your **score sheets filled in with pencil**; this will allow you to modify your score as a result of the collective findings, and during the Selection Committee meeting. Every selection committee member must come to the meeting having read all of the submittals and filled (completed) in the score sheets; anyone coming unprepared will removed from the committee or cause the meeting to be re-scheduled. You must submit a score for each evaluation criteria category for all firms.

SCORING –All members must agree before a score of zero (0) can be given; this means the contractor was non-responsive in his answer (not just fair or poor). **You must justify with a written comment any score and explain how the contractor did or did not meet minimum expectations**; use the table on the score sheet as your guide.

1. There must be no contact regarding this project between Committee Members, vendors submitting proposals for this project or anyone representing the vendors. If you are contacted by any of the vendors or someone on the behalf of a vendor submitting for this solicitation, immediately refer them to the Alachua County Procurement Services. Under no circumstances should you have any contact with a firm submitting proposals for this project as that could disqualify the vendor or be perceived as providing material information outside of public notification which is a **second degree felony**.
2. Complete the CONFLICT OF INTEREST statements included and bring it with you. All Committee Members are required to complete, discuss if applicable, this statement to ensure there is no conflict of interest for this solicitation.
3. The Committee Chair should perform reference checks on all firms, and provide the results at the public RFP Evaluation meeting.
4. This is a legally noticed public meeting; if you cannot attend, please notify me immediately. **All members must be prepared and present before we can begin.**
5. If there is a conflict, or if you have any questions regarding this process, please contact me.

TECHNICAL QUALIFICATIONS EVALUATION

This section considers information submitted in the area of technical qualifications and the evaluators' knowledge of the entity. A total of 100 points is obtainable. The Technical Qualifications Evaluation Form shall be completed in accordance with the following guidelines:

A. Ability of Professional Personnel = 50 points maximum

1. Do the resumes of the key staff support the firm's Competency in doing this type of work? Key staff includes the Project Manager, and other project team professionals.
2. Has the firm done this type of work in the past?
3. Is any of this work to be subcontracted? If so, what are the abilities of the firm(s) to be subcontracted?

Based on #1, #2 and #3 questions above, award points as follows:

21-30 points - Exceptional Experience
11-20 points - Average Experience
0-10 points - Minimal Experience

4. Has the company or key staff recently done this type of work for the County, the State, or for local government in the past?
 - a. If the work was acceptable, award up to ten (10) points.
 - b. If the firm has not done this type of work, award zero (0) points.
 - c. If the work was unacceptable, deduct up to ten (10) points and note why.
5. Are there factors, such as unique abilities, which would make a noticeable (positive) impact on the project?
 - a. If the answer is yes, award from one (1) to ten (10) points and note reasons.
 - b. If the answer is no, award zero (0) points.

B. Capability to Meet Time and Budget Requirements = 20 Points maximum

1. Does the level of key staffing and their percentage of involvement, the use of subcontractors (if any), office location, and/or information contained in the transmittal letter indicate that the firm will, or will not, meet time and budget requirements?
2. To your knowledge, has the firm met or had trouble meeting time and budget requirements on similar projects?
3. Have proof of insurability and other measures of financial stability been provided?
4. Are time schedules reasonable?
5. Current Workload

This factor is designed to determine how busy a firm is by comparing all Florida work against Florida personnel.

- C. **Location = 10 points**
Points Provided by Procurement.

- D. **Small Business Enterprise Participation (SBE) - 15 Point Maximum**
Points Provided by Procurement.

- E. **Volume of Previous Work (VOW) awarded by the County = 5 Points**
Points Provided by Procurement.

WRITTEN PROPOSAL EVALUATION

This stage considers information submitted in the proposal outlining the firm's approach based on its understanding of the scope of work. A total of 100 points is obtainable. The Written Evaluation Form shall be completed in accordance with the following procedure:

A. Understanding Of Project = 25 points maximum

1. Did the proposal indicate a thorough understanding of the project?
2. Is the appropriate emphasis placed on the various work tasks?

B. Project Approach = 25 points maximum

1. Did the firm develop a workable approach to the project?
2. Does the proposal specifically address the County's needs or is it "generic" in content?

C. Project Manager = 10 points maximum

1. Does the project manager have experience with projects comparable in size and scope?
2. Does the Project Manager have a stable job history? Has he/she been with the firm long, or have there been frequent job changes?

D. Project Team = 20 points maximum

1. Was a project team identified?
2. Is the team makeup appropriate for the project?
3. Do the team members have experience with comparable projects?
4. Are there any sub-contracted firms involved? Will this enhance the project team?
5. Are the hours assigned to the various team members for each task appropriate?

E. Project Schedule: = 10 points.

- 1) Is the proposed schedule reasonable based on quantity of personnel assigned to the project?
- 2) Are individual tasks staged properly and in proper sequence?

F. Proposal Organization = 10 points maximum

1. Was proposal organization per the RFP?
2. Was all required paperwork submitted and completed appropriately?
3. Did the proposal contain an excessive amount of generic boilerplate, resumes, pages per resume, photographs, etc.?

TECHNICAL PROPOSAL QUALIFICATIONS EVALUATION

PROJECT:

DATE: ____ / ____ / 2020

FIRM NAME:

EVALUATOR: _____

TECHNICAL QUALIFICATIONS (100 Points Total)	POINT VALUE	POINTS AWARDED	COMMENTS
Ability	50		
Capability of Meeting Time and Budget	20		
Small Business Participation (SBE)	15	0	<i>Points assigned by Purchasing</i>
Location (Alachua County)	10	0	<i>Points assigned by Purchasing</i>
Volume of Previous Work (VOW)	5	0	<i>Points assigned by Purchasing</i>
TOTAL	100		

WRITTEN PROPOSAL EVALUATION

PROJECT:

DATE: ____ / ____ / 2020

FIRM NAME:

EVALUATOR: _____

WRITTEN PROPOSAL (100 Points Total)	POINT VALUE	POINTS AWARDED	COMMENTS
Project Understanding	25		
Project Approach	25		
Project Manager	10		
Project Team	20		
Project Schedule	10		
Proposal Organization	10		
TOTAL	100		

**ALACHUA COUNTY PURCHASING DIVISION
PROFESSIONAL SERVICES EVALUATOR'S
DISCLOSURE STATEMENT**

This is to certify that, I, _____, as a member of the evaluation team evaluating proposals submitted in response to **RFP, *have/do not have (circle one)*** actual or potential conflicts of interest with any of the responsive proposes.

Should any conflict become known to me during the evaluation process, the information shall be reported to the Purchasing Division and the Attorney's Office for review and determination regarding my status as an evaluator in this process.

Signed: _____ Date: _____

Print Name: _____

Title: _____

Witnessed by: _____

Witness Print Name: _____



Exhibit - SBE Certification



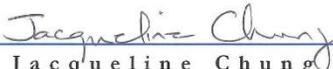
Exhibit – Current Alachua County SBE Certification for Brame Heck Architects, Inc.



**Alachua County Board of
County Commissioners
Equal Opportunity Office**

BRAME HECK ARCHITECTS, INC.

is Certified as a Small Business
Enterprise Under the Provisions of
Section 22, Alachua County Ordinance 06-28
from April 1, 2019 to April 1, 2020



Jacqueline Chung
Equal Opportunity
Manager



Chair
Alachua County Board of
County Commissioners



Exhibit - EEO Policy Statement





CPM NORTH AMERICA PLLC

**AFFIRMATIVE ACTION & EQUAL OPPORTUNITY
POLICY STATEMENT**

Introduction and Purpose

CPM North America PLLC is a Florida-based company dedicated to the fields of Project and Construction Management and Infrastructure Advisory. Currently, CPM North America PLLC has less than fifteen (15) employees. The purpose of this Affirmative Action and Equal Opportunity Policy Statement is to establish and affirm the CPM's policy as an equal opportunity employer.

Affirmative Action / Equal Opportunity Policy

It is the policy of CPM North America PLLC to give equal opportunity of employment to all qualified persons without regard to:

- Age
- Sex
- Race
- Color
- Religion
- National Origin
- Mental or Physical Handicap
- Marital Status
- Sexual Orientation
- Gender Identity or Expression

In addition, it is the policy of CPM North America PLLC to take affirmative action to provide equal opportunity to all qualified persons in all personnel actions including, but not limited to:

- Recruitment and Hiring
- Compensation and Other Employee Benefits
- Training
- Promotion and Demotion
- Layoff and Termination

It is also policy of CPM North America PLLC to take affirmative action in the employment and advancement in employment of qualified handicapped persons, disabled veterans, and veterans in general. Furthermore, CPM North America PLLC will take affirmative action when necessary to achieve equal employment opportunity in selection and all other personnel actions without regard to age, sex, race, color, religion, national origin, mental or physical handicap, veteran status, marital status and other applicable groups. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation; and selection for training, including apprenticeship.

Mrs. Amanda Roman is responsible for coordinating the day-to-day implementation and monitoring of the firm's affirmative action efforts. Discrimination complaints should be directed to Amanda Roman (Human Resources Leader at 787-999-4000 or via email at aroman@cpmintl.com) who will investigate, notify all concerned parties of the results of the investigation, and take corrective action if the complaint is found to have basis.

As the firm grows, every effort will be made towards achieving a balanced workforce representation of minority and women employees at all levels. It is further our policy to comply with all applicable Federal and State laws with respect to Equal Employment Opportunity and Affirmative Action.

We endorse this policy and give our support to the Affirmative Action and Equal Employment Opportunity goals as outlined in the statement.

Francisco J. Arteaga



Vice President

CPM North America, PLLC

Company's Name

10/30/2018

Date



Exhibit - List of References and Florida Professional Registration





List of References

Exhibit – List of verifiable references

Name of Reference:	Jorge I. Pérez, AIA,
Title:	Design and Construction Division Miami-Dade County Internal Services Department
Address:	Stephen P. Clark Center 111 NW 1st Street Suite 2130 Miami, FL 33128
Phone #:	(305) 375-3952
Email:	Jorge.Perez5@miamidade.gov
Consultant Project Manager:	David Alvarez (CPM)
Project:	Miami-Dade County Civil and Probate Courthouse P3 Project

Name of Reference:	Fermín E. Fontanés
Title:	Executive Director Puerto Rico Public-Private Partnerships Authority
Address:	Minillas Government Center De Diego Ave. Stop 22 San Juan, PR 00907
Phone #:	(787) 722-2525 Ext. 15330
Email:	Fermin.Fontanes@p3.pr.gov
Consultant Project Manager:	David Alvarez (CPM)
Project:	Student Life P3 Project – University of Puerto Rico Mayaguez Campus

Name of Reference:	Daniel Pérez-Zarraga, AIA
Title:	Principal Perez & Perez Architects Planners
Address:	2121 Douglas Road, Suite 3 Miami, Florida 33145
Phone #:	(305) 444-4545
Email:	danielp@perezperez.com
Consultant Project Manager:	David Alvarez (CPM)
Project:	Miami-Dade County Civil and Probate Courthouse P3 Project

State of Florida
Board of Professional Engineers
CPM North America PLLC

Has satisfied the requirements of Section 471.023, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.



*Witness the Seal of the Board and the Signature
of the Board's duly authorized Chair
this 12 day of June, 2015.*



[Signature]
Chair

CA LIC No: 31239



Exhibit - Team Resumes





Mr. Alvarez is an infrastructure professional with sixteen (16) years of experience in project finance, public-private partnerships (P3s), project development, public sector procurement, project transactions, and economic analysis. David is adept at addressing public policy issues related to the execution of major capital improvement programs and developing procurement procedures. Mr. Alvarez was responsible for developing the P3 framework of the Government of Puerto Rico, and has intimate knowledge of P3 ordinances and regulations of Florida counties and cities.

David Alvarez, MURP

Vice President, CPM

Relevant Experience

- ◆ **New Civil and Probate Courthouse P3 Project, Miami-Dade County, FL:** David was the Project Manager for CPM’s engagement as part of the technical advisory team assisting the Miami-Dade County in its first P3 project related to the delivery of a new civil and probate courthouse. As the Project Manager, David was in charge of leading CPM’s comparative analysis between DB and DBFOM delivery methods for the project and ensuring the development of facility management technical provisions and other procurement technical documentation for the project. Miami-Dade County selected a preferred proposed and reached commercial and financial close for the project in late 2019. The groundbreaking ceremony for the project was held in early February 2020.
- ◆ **Puerto Rico Public-Private Partnerships Authority:** between 2009 and 2013, David Alvarez served as the first Executive Director of the Puerto Rico Public Private Partnerships Authority (“P3 Authority”). David was responsible for the initial implementation of Puerto Rico’s P3 legislation and the development and ramp-up of the P3 Authority (the first centralized P3 government agency in the U.S.). David led the efforts to develop the P3 framework and procedural processes for the Authority, completed P3 regulations, led transparency and communications efforts, and established relations with the stakeholders and the infrastructure investor community, among other policy and administrative tasks. Directly managed a seven person staff and multiple consultants including legal, technical, and financial advisors needed to accomplish the goals of the P3 Authority. Successfully delivered over \$4.0 billion in infrastructure P3 projects.
- ◆ **Pennsylvania Department of Transportation (PennDOT), Office of Public Policy and Public Private Partnerships (P3s):** while working as a Principal Consultant with Parsons Brinckerhoff (now WSP), David served as Project Manager for strategic advisory assignments for the Office of Public Policy and Public Private Partnerships of PennDOT. The advisory assignments included but were not limited to project screening, business case development, and revision of project procurement documents including technical specifications and performance standards. Worked on specific P3 projects such as PennDOT’s first P3 project, the Rapid Bridge Replacement Project, and other projects including potential express lane projects.
- ◆ **I-4 Ultimate P3 Project (Florida), Shortlisted Private Concessionaire:** while working as Principal Consultant with Parsons Brinckerhoff (now WSP), David served as Technical Advisor to one of the shortlisted private consortiums competing for the I-4 Ultimate Project procured by the Florida Department of Transportation (FDOT). David managed a working team responsible for developing the operations and maintenance (O&M) sections of the technical proposal of the private consortium.

Professional Experience

CPM North America PLLC (CPM) – VP Strategic Advisory

May 2015 – Present

- ◆ As Vice President of Strategic Advisory Services, Mr. Alvarez is responsible for leading CPM's infrastructure advisory practice with a major focus on offering strategic procurement services to Public and Private Sponsors in the US. The Strategic Advisory practice combines CPM's technical expertise with infrastructure procurement, project finance, management and policy applications. Mr. Alvarez also has a proven track record in the development, assessment, procurement and closing of major public-private partnerships. Representative recent P3 projects include: Miami-Dade County P3 Courthouse (2017-2019), Border Crossings P3 Project (ongoing), Student Life P3 Project – Univ. of Puerto Rico (2017-2019).
- ◆ David also served as Co-Chair of the Workshop Committee of the Florida Council of Public-Private Partnerships. In this capacity, David has conducted numerous P3 workshops to Florida counties and cities, and has provided assistance in sharing best practices associated to P3 frameworks, local ordinances, and modifications to procurement processes.

Parsons Brinckerhoff (now WSP) – Principal Consultant

March 2013 – April 2015

- ◆ As a Principal Consultant in the strategic consulting group of Parsons Brinckerhoff (now WSP), a global infrastructure and technical advisory company, David was responsible to support projects as a key technical and commercial advisor taking a lead in execution of major P3 projects and other advisory assignments. Clients served by Mr. Alvarez included but were not limited to: Pennsylvania Department of Transportation and large private infrastructure developers/financiers that have been shortlisted for P3 projects in Florida, Texas and Canada.

Puerto Rico Public-Private Partnerships Authority – Executive Director

September 2009 – February 2013

- ◆ As Executive Director, David was responsible for the initial implementation of Puerto Rico's P3 legislation and the development and ramp-up of the P3 Authority including development of P3 regulations, administrative procedures, internal compliance and developed communications efforts with stakeholders and the infrastructure investor community. As Executive Director, David had the opportunity to deliver landmark P3 projects under the new P3 framework such as:
 - *Schools for the 21st Century Project*: the largest and first Design-Build-Maintenance ("DBM") project for public schools in Puerto Rico, which delivered \$756 million in school infrastructure investment.
 - *Long-Term Concession of the Luis Muñoz Marín International Airport*: the only mid-sized commercial airport that has been approved under the Federal Aviation Administration ("FAA") Pilot Privatization Program.
 - *Long-Term Concession of Toll Roads PR-22 and PR-5*: one of the few risk-based concessions of brownfield toll roads in the U.S. and the only P3 project that reached financial close in the U.S. in 2011.

EDUCATION

Florida State University - College of Social Sciences and Public Policy
Master of Science, Urban and Regional Planning

Tallahassee, FL
May 2000

West Virginia University - Eberly College of Arts and Sciences
Bachelor of Arts - Economics and International Affairs (double major)

Morgantown, WV
May 1997

ARCHITECT



Michael P. Richmond, AIA NCARB LEED AP

Principal-In-Charge, Design Lead, Architect

Mick Richmond has worked in the construction industry as an architect, designer, and educator for over twenty-seven years. He has accumulated a wide range of architectural experience, designing new buildings, tenant fit-outs, renovations, and additions. He has designed institutional facilities, primary, secondary and higher education buildings, commercial facilities, and residences. Clients on these projects have included universities, municipal and county governments, homeowners, school districts, business owners, the GSA, and the US State Department. He has carried projects through all phases from Programming through Construction Administration and Post-Occupancy Evaluation, and has a presence in every project undertaken by Brame Heck Architects Inc. His notable publications include “The Second Street Bakery” in the Spring 2007 issue of Florida/Caribbean Architect, and “Atriums and Energy” in the July 2010 issue of College Planning and Management. Mr. Richmond serves as Principal-in-Charge on all active projects, and oversees our work from concept to completion.

// EDUCATION

HARVARD UNIVERSITY

Graduate School of Design, Master of Architecture, 1991

UNIVERSITY OF FLORIDA

Bachelor of Design, 1987

// REGISTRATIONS

Florida Registration No. AR91268

Oregon Registration No. 5363

// PROFESSIONAL ORGANIZATIONS

American Institute of Architects

NCARB Member

LEED Accredited Professional

// COMMUNITY

AIA Gainesville Board President

Member of the Society of Building Science Educators

Alpha Rho Chi Professional

Architectural Fraternity

Member of the University of Florida

Campus Sustainability Committee

// EXPERTISE

Architecture	16 Years
Design	30 Years
Sustainable Design	20 Years
Building Technologies	20 Years
Project Management	25 Years
Construction Admin	22 Years

// PUBLICATIONS

“The Second Street Bakery”

Florida/Caribbean Architect, Spring 2007



Samuel Franco
*Senior P3 Procurement
Advisor*

Mr. Samuel Franco is an infrastructure professional with more than 10 years' experience in the alternative delivery sector. His vast experience in the analysis of projects utilizing established project screening methodologies & procedures to determine if alternative or traditional methods are most appropriate for a project, including Value-for-Money and other relevant analysis procedures. He has helped entities of all sizes understand what makes for a good public-private partnership (P3) so that public sector officials can make the right decision regarding their infrastructure needs based on a solid business case. Samuel served as the inaugural director of the Center for Alternative Finance and Procurement, a P3 center of excellence for the State of Texas where he developed the current P3 Guidelines for that state.

Relevant Experience

- ◆ **Travis County Civil and Family Courts Facility, Austin, TX:** Samuel assisted the executive project management team for Travis County Courthouse Development Partners. While there, Mr. Franco supported the development team with various aspects of the project from contract award onward through the Exclusive Negotiations period, helping to ensure the project reached financial close. The Progressive Design Build project includes the design and construction of a 430,000 sf new civil and probate courthouse building with a value of \$328M. As part of the Developer's responsibilities, the team had to ensure acquisition of the land for the new courthouse building within the Central Business District of Austin, Texas. The project is currently under construction and within schedule and budget.
- ◆ **GJ Sutton State Building State Office Complex, San Antonio, Texas:** As part of his role as Director of the Center for Alternative Finance and Procurement, Mr. Franco led the P3 viability study for a Design-Build-Finance-Operate-Maintain type contract structure of a new state office complex. This study ultimately found the delivery method was not the appropriate contract structure for that particular project given the funding limitations at the time imposed on the Texas Facilities Commission by the legislature. Due to this finding, Samuel oversaw a separate project initiative which was the analysis performed for the redevelopment of the site. This analysis incorporated all facets of redevelopment including environmental, legal, and commercial structuring of the potential transaction. He was also heavily involved in the drafting of the contract documents and solicitation.
- ◆ **California High Speed Rail Package 4:** Samuel served as the procurement project manager for Ferrovial-Agroman US Corporation on this project. In this role he led a team of experienced individuals based in multiple locations throughout the globe in the preparation and submission of the company's response to the California High-Speed Rail Authority's RFP, which they were awarded in December of 2015. The design-build project included a 22-mile stretch of at-grade, retained fill, and aerial sections of the high-speed rail alignment and the relocation of four miles of existing Burlington Northern Santa Fe (BNSF) tracks.

Professional Experience

CPM – Senior P3 Technical and Procurement Advisor

April 2018 – Present

- ◆ Mr. Franco serves as a Senior Technical and Procurement Advisor for CPM North America. In this capacity Mr. Franco provides technical assistance in alternative delivery procurements. More specifically, Mr. Franco provides assistance to public owners in early stage feasibility analysis to ensure that alternative delivery is in fact a more cost-effective approach. Under CPM, Mr. Franco has provided key technical assistance in the Student Life P3 Project for the University of Puerto Rico Project, where Mr. Franco was responsible for the formulation of evaluation criteria and technical specifications for the project. In addition, Mr. Franco has provided technical assistance in CPM's Border Crossing P3 Project for FOMILENIO II in El Salvador. Samuel has spoken at numerous conferences and workshops on the use of public-private partnerships and also acts Founder and President of Infravest Strategies.

**Center for Alternative Finance and Delivery
(Texas Facilities Commission) – Director**

January 2016 – January 2018

- ◆ As Director of the Center for Alternative Finance and Procurement, Samuel served a dual role at the Texas Facilities Commission; he was tasked with not only starting up the agencies newly created P3 initiative from scratch as well as oversee the Commission's P3 program. As a newly created office in the state, he authored and oversaw the implementation of the Center's operation plan as well co-authored the *Guidelines for Public-Private Partnerships* for the Texas Facilities Commission. He spoke on behalf of the Texas Facilities Commission and the Center at various national P3 conferences regarding the agencies P3 program and the value of alternative delivery methods to our communities.

Ferrovial-Agroman US Corp. – Project Manager

December 2008 – December 2016

- ◆ As Project Manager in the company's North American operations headquarters, Samuel was tasked with the analysis and implementation of projects in multiple sectors of infrastructure construction as well as contract delivery methods. While at this position, he led a team of experienced individual's based in multiple locations throughout the globe in the preparation and submission of proposals to various governmental agencies. Notable projects Samuel worked on while at this position include:
 - *California High Speed Rail Construction Package 4, California High Speed Rail Authority*
 - *Great Hall Project (RFP), Department of Aviation – City and County of Denver, CO.*
 - *Bergstrom Expressway (RFP), Central Texas Regional Mobility Authority*
 - *Portsmouth Bypass Project (RFP), Ohio Department of Transportation*
 - *SH 183 Managed Lanes Project (RFP), Texas Department of Transportation*
 - *Monterey Peninsula Water Supply Project Desalination Infrastructure (RFQ), California American Water*
 - *I35E Project (RFP), Texas Department of Transportation*

EDUCATION

**University of Texas at El Paso -
Master of Science, Civil Engineering**

**El Paso, TX
December 2007**

**University of Texas at El Paso -
Bachelor of Science – Civil Engineering**

**El Paso, TX
December 2006**



Mr. Torres is a Professional Engineer with twenty (20) years of experience in construction projects for the private and government clients. Mr. Torres has been responsible for the management of commercial, residential, institutional and public infrastructure projects totaling over \$250 million of investment. Currently, Mr. Torres serves as Senior Technical and Project Manager in CPM taking the lead on engagements in Florida and was part of the technical advisory team serving Miami-Dade County in its New Civil and Probate Courthouse P3 Project.

Eduardo Torres, P.E.

Engineering and Technical Advisor, CPM

Relevant Experience

- ◆ **New Civil and Probate Courthouse P3 Project, Miami-Dade County, FL:** Eduardo was part of the CPM technical team providing assistance to the Miami-Dade County in its first P3 project related to the delivery of a new civil and probate courthouse. Specifically, Eduardo has played a major role in drafting the Facility Management Technical Provisions of the project, providing assistance in the formulation of deductions, and compiling a functional units' table for the project. Eduardo has also provided technical assistance in the revision of technical documentation including responses to proponents' requests for clarifications. The project is presently under procurement.
- ◆ **Water Meter and Customer Service Optimization P3 Project, Puerto Rico Aqueduct and Sewer Authority:** As part of technical assistance to the Puerto Rico Public Private Partnerships Authority, CPM has provided certain technical support to different P3 project of the Government of Puerto Rico. Eduardo provided support in the evaluation of indicative proposals for the Water Meter and Customer Service Optimization P3 Project that is being procured by the Puerto Rico Public Private Partnerships Authority on behalf of the Puerto Rico Aqueduct and Sewer Authority.
- ◆ **Miami-Dade County Water and Sewer Department, General Project Management Support:** Eduardo serves as Senior Project Manager for a series to technical support services that CPM provides to the Miami-Dade County Water and Sewer Department. The tasks carried out by Mr. Torres include supervision and monitoring of CPM's team in charge of engineering support services to reduce outstanding backlog and processing time of WASD's plan review process. In addition, Eduardo is a technical liaison and General Supervisor in CPM's services as a Tier 1 Subcontractor to AECOM in its Consent Decree engagement with Miami Dade County Water and Sewer Department.

Professional Experience

CPM North America PLLC (CPM) – Sr. Technical Advisor & Project Manager

June 2018 – Present

- ◆ As Senior Technical Advisor and Project Manager, Mr. Torres is responsible for providing Engineering support and technical services to a wide range of engagements including P3 advisory services. Mr. Torres provided technical advisory services to Miami-Dade County in its New Civil and Probate Courthouse P3 Project. Mr. Torres also serves as Senior Project Manager for engagements associated to Miami-Dade County's Water and Sewer Department, and capital improvement projects for Valeant Pharmaceuticals International Inc. in Tampa, FL.

CPM Panama LLC, Panama City, Panama – Project Manager & General Manager

June 2010 – June 2018

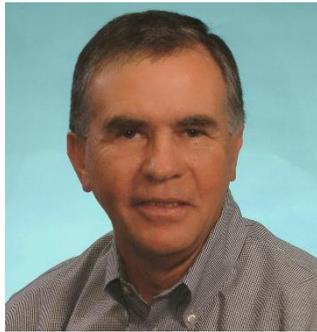
- ◆ Mr. Eduardo Torres served in various positions in CPM Panama LLC. From 2010 to 2013, Eduardo served as a Project Manager where he was accountable for managing large commercial and residential projects. In 2013, Mr. Torres was promoted to General Manager of CPM Panama, LLC. In this capacity, Mr. Torres was responsible for all aspects of the operations, including Human Resources, Finance, Marketing and Business Development, with support from headquarters, as well as Project Executive & Project Manager for many construction management projects. Projects under the leadership of Mr. Torres included but were not limited to:
 - *Upper East Tower, MMG Residential Development, Panama City (\$60MM)*: Pre-construction and project management services for 55,000 m2 mix-use building with high-end apartment, culinary hall, retail area and office space. Elaborate viability analysis of project with IRR and ROR evaluations.
 - *Boston School International, BSI New Educational Facility, Panama City (\$10MM)*: Planning, pre-construction and project management services for 2-hectare development lot with infrastructure, 700 student capacity classroom buildings and sports facilities including soccer field, semi-Olympic pool and roofed basketball court. Responsible of design management, bid process and construction management.
 - *Felipe Motta's New Headquarters, Panama City (\$25MM)*: Pre-construction and project management services for 22,000 m2 warehouse and a 4,000 m2 interior office development. Provided pre-construction and construction management services hired by contractor. Responsible of monitoring progress, quality of work and budget compliance.
 - *King's College Panamá, Panama City (\$19 MM)*: Planning, pre-construction and project management services for 5-hectare development with infrastructure, 1,500 student capacity classroom buildings and sports facilities including soccer field, semi-Olympic pool, roofed basketball court, tennis court and gymnasium. Responsible of design management, bid process and construction management.

EDUCATION

**University of Puerto Rico, Mayagüez Campus - College of Engineering
Bachelors of Science, Structural Engineering**

**Mayagüez, PR
May 2002**

ARCHITECT



Joseph A. Garcia, AIA

Architect

Joe Garcia is a Registered Architect at Brame Heck Architects Inc., bringing to our firm a wealth of experience and project knowledge. Joe Garcia has been in the design and construction industries as an architect and a construction product representative for over 44 years. His project experience is far-reaching and various, from residential, to commercial, medical, educational, and hospitality. Clients included homeowners, school districts, universities and colleges, municipal and county governments, federal and military, business owners, and hospitality companies such as Walt Disney World. His involvement with projects includes programming, construction documents, and post-occupancy evaluations. Mr. Garcia has the ability to put a building together, as well as take it apart.

// EDUCATION

MIAMI-DADE COLLEGE
Associate of Science, Architectural
Technology

// REGISTRATIONS

Florida Registration No. AR0006997

// PROFESSIONAL ORGANIZATIONS

American Institute of Architects

// COMMUNITY

AIA Florida Architects Political Action
Committee
AIA Gainesville
AIA Gainesville UF School of
Architecture Golf Tournament
Director

// EXPERTISE

Architecture	44 Years
Building Technologies	40 Years
Project Management	35 Years
Construction Admin	40 Years

SR. CAD, BIM, AND REVIT SPECIALIST



Michael D. Russell, LEED AP BD+C

Sr. CAD, BIM, and Revit Specialist

Mike Russell is lead CAD, BIM, and Revit Specialist and Project Manager for Brame Heck Architects Inc., and holds a LEED AP BD+C accreditation with USGBC. Mike joined Brame Heck Architects Inc. shortly after moving to Gainesville just over 20 years ago; throughout his tenure, he has worked on a wide variety of projects. After earning a diploma from the Sheffield School of Interior Design, he became the lead on our interior design, working closely with the principal architect to finalize the overall motif of the project.

With his experience, software proficiencies, and attention to detail, Mike contributes cohesiveness and consistency to every project. As projects develop, he communicates with stakeholders, projects managers, and contractors in order to create a harmonious and easily understood set of drawings. Mike brings these skills into the Construction Administration phase, where he continues to provide his expertise throughout the building process.

// EDUCATION

ASHEVILLE-BUNCOMBE
TECHNICAL COMMUNITY
COLLEGE

Associate of Applied Science in
Mechanical

Drafting and Design Technology, 1989

SHEFFIELD SCHOOL OF
INTERIOR DESIGN

Diploma, 2004

// PROFESSIONAL ORGANIZATIONS

LEED Accredited Professional

// RECOGNITION & AWARDS

Published tree-house design in an international competition as being one of top 100 out of over 500 structures. Compiled by David Greenberg in the book Treehouses in Paradise: Fantasy Designs for the 21st Century

// EXPERTISE

Project Management	4 Years
Construction Admin	10 Years
LEED AP BD+C	7 Years
Interior Design	10 Years
SketchUp	9 Years



Ms. Roshandel has over twenty-five (25) years' experience in planning and management of capital and real estate development projects in the government, housing and higher education sectors. Extensive experience with transformational multi-phased projects involving the community, building-users, government and private sector developers. Ms. Roshandel serves as a Senior Technical Advisor in CPM's Strategic Advisory Division taking the lead for capital and public-private partnerships projects in the social infrastructure sector. Prior to joining CPM, Ms. Roshandel served as an executive at the Division of Capital Asset Management and Maintenance for the Commonwealth of Massachusetts.

Zaida Roshandel

Senior Technical Advisor, CPM

Relevant Experience

- ◆ **Boston Housing Authority, Real Estate Development Department:** Served as Project Manager overseeing and managing transformational multifamily and mixed-use redevelopment projects, delivered through leverage funding & Public-Private Partnership agreements. Key responsibilities/achievements:
 - Preparation and drafting of RFQ/P's and Proposals evaluations
 - Engaged with Developer teams in process of master planning & project design; conducted design review.
 - Extensive community and residents' outreach to build project consensus.
 - Coordinated relocation of tenants, including procuring and managing relocation vendors.
 - Prepared materials and conducted public presentations.
 - Worked closely with City and State government agencies in planning stage and permitting process.
 - Monitored construction for schedule, budget, regulatory compliance, quality control and claims.

- ◆ **Puerto Rico Public-Private Partnership Authority (P3A):** CPM is presently the main P3 Strategic Advisor for the Puerto Rico Public-Private Partnership Authority. Zaida serves as a Senior Advisor for various project assignments. A relevant project is the Student Life P3 Project for the University of PR, Mayaguez, (approx. \$60 MM). Specific responsibilities/achievements include:
 - Developed RFQ/P for Student Housing & Parking Design-Build-Finance-Operate-Maintain project.
 - Coordinated proposals evaluation process, and conducted proposals' technical evaluation
 - Provided analysis of alternate project sites, including coordination of technical studies, permitting analysis.
 - Contributed to contract documents review (Project Formulation, Term sheet, Contract, etc.)
 - Researched and developed collateral project documents such as Construction Management Plan, Operations & Maintenance Plan, Design Guidelines, Owner's Review Process & Project Hand-back.

- ◆ **Massachusetts Institute of Technology, Facilities:** Served as Senior Project Manager for renovation projects and conducted feasibility analyses of potential projects. A relevant project is the MITEI New Headquarters Project. Project consisted of renovation of a 19,000 sq. ft building to consolidate MITEI's campus operations in one location. Specific responsibilities/achievements include:
 - Planning of very complex project logistics involving multiple tenants, at various locations and within a dense operating campus.
 - Coordinated multi-phased/multi-location staff relocation. Procured/managed relocation contracts.
 - Managed a multi-phased construction job to include asbestos abatement, phased renovation and occupancy.

Professional Experience

CPM PR – Senior Technical Advisor

February 2018 – Present

- ◆ Provides Strategic and Technical Advisory assistance related to capital and public-private partnership projects. Ms. Roshandel provides technical & advisory services in the areas of planning, program/project management, procurement alternative analysis, preparation of RFQ/RFP documents, proposals evaluation assistance, and advise on business operating systems. Key projects with the P3A include:
 - *Student Life P3 Project, UPR, Mayaguez*
 - *Puerto Rico Consolidated Public Safety Training Center*
 - *MTA Ferries (P3 Project) - New Terminals, Procurement of Vessels and Operation's Transition Plan*

Commonwealth of MA, Div. Capital Asset Management & Maintenance – Deputy Director

July 2014 - January 2018

- ◆ DCAMM oversees the Commonwealth's capital assets, totaling over 75 million sq. ft. The agency manages over \$2 billion in capital projects, working with state agencies on the full cycle of their strategic facility needs.
- ◆ Provided leadership and oversight for the delivery of capital and redevelopment programs. Including:
 - **Project/Program Management:** Oversight of 20+ active projects with budgets close to \$500 million consisting of new construction, redevelopment, energy and capital renewal projects.
 - **Strategic Initiatives:** Led efforts to update Construction Standard Specifications, and the Design & Project Management Manuals.
 - **Staff Mentoring and Supervision:** Managed/oversaw performance of about 14 assigned staff.

Massachusetts School Building Authority – Senior Project Manager

2012 - 2014

- ◆ Managed program compliance relative to building programming, budget, design & construction. Monitored contract bidding and construction including claims, change orders, quality control and closeout.

The Rise Group (an Arcadis company) – Senior Project Manager

2008 - 2010

- ◆ Provided program/project management consulting services for higher education and government sector clients. Collaborated in the preparation of project management plans, work plans and monthly project reports. Assignments included projects at Wheaton College, Berklee College of Music and Massachusetts School Building Authority.

Massachusetts Institute of Technology, Facilities Dept. – Senior Project Manager

2006 - 2008

- ◆ Managed renovation projects from programming through construction closeout and occupancy. Coordinated document review with cross-functional peers (EH&S, MEP unit, etc.) for compliance with institute's design standards. Responsible for client and end-user relationship. Planned and managed relocation of buildings' tenants.

Boston Housing Authority – Project Manager

1993 - 2005

- ◆ From 1993 to 1999 served as Project Manager under the Planning, Design & Construction Dept., conducting capital planning & executing capital projects. From 1999 to 2005, worked under the Real Estate Development Dept., managing leveraged finance projects, including HUD's HOPEVI projects. Key projects include:
 - **West Broadway Homes, South Boston (\$36 MM).** Redevelopment of a 5.35 acres site into new 133 affordable rental homes, playgrounds, new streets and a community center.
 - **Maverick Landing HOPEVI, East Boston (\$109MM).** 1st LEED certified affordable housing development in New England; awards winning project developed in partnership with a private developer.

EDUCATION

Harvard University Graduate School of Design,
Master of Architecture in Urban Design

Cambridge, MA

Boston Architectural College, Boston
Bachelor of Architecture

Boston, MA



Michael Tran
*Senior P3 Financial
Advisor*

Mr. Michael Tran has over 14 years of experience in infrastructure, finance, and economic development. He has worked extensively with state and local governments, and transit and transportation agencies in the US and in emerging markets to structure public-private partnerships (P3) and real estate transactions. Michael has assisted clients articulate the positive economic impacts of infrastructure, and has a passion for finding innovative ways to finance and deliver public infrastructure. Michael's expertise focuses on helping clients identify strategies to accelerate the delivery and the benefits of critical infrastructure projects. He can help clients evaluate delivery strategies, including design-build, construction management at risk, and P3s. Once a strategy is decided, Michael has advised clients through budgeting and capital planning, procurement, financial analysis & structuring, investment and return on investment analysis, as well as negotiations to reach commercial and financial close on project.

Relevant Experience

- ◆ **Amtrak, Asset Evaluation and Real Estate Development:** with KPMG, Michael advised Amtrak on its procurement to select a master developer for Amtrak's Baltimore Pennsylvania Station to develop the station to include retail, hotel, and office space alongside transit. Michael led the financial review of three proposals from regional developers and helped Amtrak to understand the value for money options. This analysis included developing commercial terms for the transactions, financing plan, and revenue share with Amtrak.

Michael also conducted review of Amtrak's real estate, stations, and right of way assets to identify opportunities to increase ancillary revenue from utility colocation, leasing, retail and commercial development, advertising, and renewable energy and energy efficiency. Michael helped to identify over \$3 million in annual new revenues and saving for Amtrak.

- ◆ **Texas Department of Transportation:** Michael led the value-for-money analysis, financial analysis, transaction structuring, proposal evaluation process and negotiations to reach commercial and financial close for \$1 billion managed lanes project in Harris County (SH288). SH288 reached financial close in 2016 with \$298 million in PABs, \$357 million from TIFIA, and \$375 million from equity. TxDOT received over \$20 million in an upfront payment from the concessionaire.

Michael developed the financial model and proposal for federal financing (TIFIA), led the evaluation process of three proposals, financial analysis of the financing plans, and provided commercial and financial analysis to support negotiations with the selected bidder.

- ◆ **Indiana DOT:** Michael advised on the procurement, negotiations, and award of the US36 Express Lanes project. Michael managed the evaluation of bidder's proposals and led financial analysis during negotiations with Plenary and TIFIA. The project reached financial close in 2013 with \$60 million from TIFIA, \$20 million in PABS, and \$20 million in equity.
- ◆ **US36, Colorado Department of Transportation:** Michael advised CDOT and High-Performance Transportation Enterprise during the procurement, negotiations, and award of the US36 Express Lanes project to Plenary Roads, while at KPMG. Michael managed the evaluation of bidder's proposals and financial analysis during negotiations with Plenary and TIFIA office.

- ◆ **City of New Orleans:** Michael led the market sounding, expression of interest process, and financial and commercial due diligence for a publicly-owned railroad that operated through the City and connected to the Port of New Orleans. The market sounding and RFI process led to five firms to engage the City for the opportunity. Michael also helped the City to negotiate the eventual sale to the Port of New Orleans in exchange for waterfront real estate for the City.
- ◆ **California High-Speed Rail Authority:** Michael is working on the commercial and business planning for the \$68 billion California High-Speed Rail project. He supports the CFO in management of the Authority's Financial Office, including tracking revenues from the sale of cap-and-trade credits, procurement of rolling stock and track and signaling systems, and the financial reporting to stakeholder Federal and State level. Michael also helped to develop the Authority's biannual Business Plans and seeking opportunities for additional funding and financing.

Professional Experience

CPM – Senior P3 Financial Advisor

October 2018 – Present

- ◆ Mr. Tran serves as an associated Senior P3 Financial Advisor for CPM's Strategic Advisory practice. In this capacity, Michael focuses on providing valuable support and expertise in the financial aspects of P3 projects in which CPM is involved. Michael Tran formed part of CPM's team to bid for P3 services for Hillsborough County, Florida. Under CPM, Michael focuses on providing leadership and assistance in matters related to value-for-money analyses, risk allocation, assessment of payment mechanisms, and funding and financing structures for projects.

World Bank – Global Infrastructure Facility (GIF)

May 2017 – September 2018

- ◆ Structure P3 transactions and private investment for emerging market infrastructure projects, with a focus in Sub-Saharan Africa and Latin America; projects include road transaction in Liberia, renewable energy development in Colombia, water treatment plant in Malawi, and airport and ports in Namibia.
- ◆ Received approval for over grant and financing applications for the GIF funding of over \$5 million to projects in Sub-Saharan Africa.
- ◆ Manage the mid-term evaluation of the GIF pilot, including overseeing the independent evaluators, data collection, and evaluation framework; this led the GIF donors to approve the 2nd phase of its pilot period.
- ◆ Managing the establishment of the GIF credit enhancement facility, including coordination with internal stakeholders, development of business plan, and outreach to donors for capital infusion.
- ◆ Assist in GIF trust fund management, including development of materials for bi-annual Advisory Council and Governing Council meetings, knowledge products to optimize MDB capital, and other GIF initiatives.

KPMG – Manager; Series 79, 63 (inactive)

June 2012 – April 2017

- ◆ Structure P3s and financing of infrastructure projects; perform financial analysis and modeling to support structured finance negotiations; support special projects and business development.
- ◆ California High-Speed Rail Authority (CHSRA)
 - Develop innovative financing strategy for cap-and-trade funding for CHSRA, including identifying potential investors and their risk appetite, debt structuring, and engaging capital market advisors.
 - Support the CHSRA's growing Financial Office to meet reporting requirements, develop business processes, and support its capital budgeting with Department of Finance.
- ◆ Texas Department of Transportation (TxDOT)
 - Provided financial analysis to support negotiations of financing terms with the USDOT; received an investment-grade indicative rating from S&P and approval for terms for a \$250M federal loan.
- ◆ Colorado Department of Transportation (CDOT)

- Led evaluation of the financial proposal for a \$300M toll-road concession of US-36 in Boulder, CO and advised CDOT to reach financial close in 2014.

Castalia Strategic Advisors – Senior Analyst (formerly Analyst)

February 2011 – June 2012

- ◆ Managed a World Bank project to design a US\$45 million credit facility to finance energy efficiency investments and improve the creditworthiness of electric cooperatives in the Philippines.
- ◆ Built financial model to assess credit risk of capacity and output payments for a US\$110 million new bulk water treatment plant in Lampung, Indonesia for the Indonesia Infrastructure Guarantee Fund.
- ◆ Led financial analysis and built financial model to assess the creditworthiness of water utility in Eastern Europe for a \$80M loan to build a new bulk water treatment plant.

EDUCATION

Johns Hopkins University - School of Advanced International Studies (SAIS)
Master of Arts, International Relations

Washington, DC
May 2010

University of Massachusetts, Amherst
Bachelor of Science, Mathematics & Statistics

Amherst, MA
January 2006



Exhibit - MBE Certification



Exhibit – Current MBE Certification for CPM North America PLLC.

State of Florida

Minority Business Certification

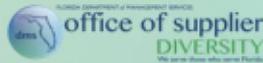
CPM North America, PLLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

06/05/2018 to 06/05/2020



Erin Rock, Secretary
Florida Department of Management Services





MAR 9 '20 PM 12:19

20-953 Technical Consultant for the County Administration Building
Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, FL 32601-6983