



Issue Date: September 18, 2017

Non-Mandatory Pre-Proposal Meeting:
October 2, 2017 @ 1:00 p.m.
in Room 332, City Hall,
200 East University Avenue
Gainesville, Florida

Due Date: October 23, 2017 @ 3:00 p.m. local time

REQUEST FOR QUALIFICATIONS

RFQ NO. FPUR-180009-GD

**CONTINUING CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES
FOR MINOR PROJECTS**

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CITY OF GAINESVILLE
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR CONTINUING CONSTRUCTION MANAGEMENT PROFESSIONAL
SERVICES FOR MINOR PROJECTS

RFQ # FPUR-180009-GD

October 23, 2017 (Due Date)

SECTION I – OVERVIEW AND PROCEDURES

A. INTRODUCTION/BACKGROUND

Gainesville is the largest city and county seat of Alachua County. It serves as the cultural, educational and commercial center for the north central Florida region. The city provides a full range of municipal services, including police and fire protection; comprehensive land use planning and zoning services; code enforcement and neighborhood improvement; streets and drainage construction and maintenance; traffic engineering services; refuse and recycling services through a franchised operator; recreation and parks; cultural and nature services; and necessary administrative services to support these activities. Additionally, the city owns a [regional transit system](#), a [municipal airport](#), a 72-par championship golf course and a [utility](#). Gainesville is home to Florida's oldest university, and is one of the state's centers of education, medicine, cultural events and athletics. Known for its preservation of historic buildings and the beauty of its natural surroundings, Gainesville's numerous parks, museums and lakes provide entertainment to thousands of visitors. Because of its beautiful landscape and urban "forest," Gainesville is one of the most attractive cities in Florida. For more information, visit the City website at www.cityofgainesville.org. The nature of City projects can be viewed at <http://www.cityofgainesville.org/BudgetFinance/CurrentBids.aspx>.

Gainesville Regional Utilities, known as GRU, is a multi-service utility owned by the City of Gainesville. Combined services make GRU the most comprehensive utility service provider in the state offering electric, natural gas, water, wastewater and telecommunication services. For more information, visit the Gainesville Regional Utilities website at www.gru.com. To review the nature of GRU's ongoing projects visit this site <https://apps.gru.com/WorkWithGRU/>.

The Gainesville Community Redevelopment Area (CRA) comprises 5.1 square miles, or approximately 8% of the total area of the City of Gainesville. Funding for CRA projects is drawn from tax increment funds, which are collected from each redevelopment area. The CRA operates in four redevelopment areas: Eastside, Fifth Avenue/Pleasant Street, Downtown and College Park/University Heights. Projects in these areas share a central purpose: to alleviate urban blight and improve economic conditions within the community. The redevelopment objectives and initiatives for each area are embodied in its respective Redevelopment Plan. For more information, visit the CRA website at www.gainesvillecra.com. The nature of CRA projects can be viewed at http://www.gainesvillecra.com/about_cra_projects.php.

The City of Gainesville (CITY), Gainesville Community Redevelopment Agency (CRA) and Gainesville Regional Utilities (GRU), going forward identified as OWNERS, are interested in entering continuing service contracts to obtain a pool of Construction Management firms to provide construction management services for Minor Projects. As per Consultants' Competitive Negotiation Act "CCNA", a Minor Project is defined as a project with an estimated construction cost of less than \$2,000,000.

Firms should generally have the following qualifications: three (3) years in business and staff must have at least three (3) years of progressive construction management experience, experience with other municipalities of similar size as Gainesville and/or larger cities. For further detail on minimum qualifications, selection factors, and submittal instructions see Section 1.D, 1.E., Section 2.A. and Attachment A.

The term of the contract will commence upon final execution and will continue for three (3) years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the OWNERS, may at their option, negotiate and extend the contract for one (1) additional two (2) year period. The initial base contract shall set a not-to-exceed percentage fee for overhead and profit. Alternately, a lump sum amount which will vary according to type and quantity of services to be rendered may be agreed to prior to commencement of each individual job.

B. REQUEST FOR QUALIFICATIONS TIME TABLE

The anticipated schedule for the RFQ and contract approval is as follows:

RFQ available for distribution	September 18, 2017	
Non-Mandatory Pre-Proposal Conference	October 2, 2017	1:00pm
Deadline for Receipt of Questions	October 9, 2017	3:00pm
Deadline for Receipt Submissions	October 23, 2017	3:00pm
Evaluation/Shortlist Selection Process	Week of October 23	
Oral Presentations	Week of November 13	
Contract Effective Date	January, 2018	

C. SCOPE AND REQUESTED SERVICES

The OWNERS are seeking professional services in the area of Construction Management (CM) for Projects that have a construction budget of less than \$2,000,000. Typical projects include, but are not limited to, roadway, storm water, streetscapes, lighting, creek and/or wetland restoration, structures, solid waste projects, infrastructure improvements, water, wastewater and reclaimed water underground piping as well as water treatment and water reclamation plant equipment, structure rehabilitation or new construction, remodeling, park improvements, commercial buildings, Model Block homes, Historic rehabilitation and/or adaptive reuse, and more. Engineering Professional Services are performed by OWNER-retained design professionals, or completed in-house.

A not-to-exceed percentage fee for overhead and profit will be negotiated and established upon award of contract. This fee will be effective for the life of the contract. When an individual Project arises, the Construction Manager will be provided a detailed description of the Project scope (plans and specifications when applicable) and asked to provide a Guaranteed Maximum Price cost proposal for completing the work to the applicable OWNER Project Manager or other OWNER Designee.

The cost of the work will include all costs related to completing the work, including a proposed percentage fee for overhead and profit, which will be negotiated within the not-to-exceed percentage for each individual Project. The Construction Manager will be required to seek competitive bids from at least three firms where competition is available and feasible, for all subcontracted work, which will be included as part of the GMP.

Applicants shall be capable of providing performance and payment bonds for up to \$2 million per project. Failure to negotiate an acceptable management fee for an assigned project, or failure to arrive at an acceptable GMP may result in non-execution of the project Purchase Order.

D. CONSTRUCTION MANAGER QUALIFICATIONS

At the time of application, the applicant must be licensed to practice as a general contractor in the State of Florida and, if the applicant is a Corporation, Limited Liability Company, or Partnership, must hold a certificate of authority to transact business in Florida **at the time of application**. A copy of current licensing and certificate shall be included in the proposal.

The firm should meet the following qualification requirements:

- A minimum of three (3) years in business and staff must have at least three (3) years of experience as a Construction Manager in providing pre-construction and construction phase services.
- Experience with at least three (3) projects in acting as a CM at Risk with a Guaranteed Maximum Price: soliciting bids, contracting with and managing multiple trade contractors consistent with the type, size and complexity of projects supporting the OWNERS' Capital Improvement Plan (CIP) as well as any unforeseen projects of same or similar nature.
- Experience in cost estimating during pre-construction and cost control during construction.
- Experience in Project Tracking and Reporting

As required by Section 287.133, Florida Statutes, an applicant may not submit a proposal for this project if it is on the convicted vendor list for a public entity crime committed within the past 36 months. The selected construction manager must warrant that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in excess of \$15,000.00 in connection with this project for a period of 36 months from the date of their being placed on the convicted vendor list.

E. SUBMISSION INSTRUCTIONS

Instructions for submission applicants are included in Attachment A "Construction Manager Qualifications Supplement (CMQS)." All applicants should follow the General and Submittal Instructions included in the CMQS.

F. NON-MANDATORY PRE PROPOSAL

A non-mandatory pre-proposal conference has been scheduled for Monday, October 2, 2017 at 1:00pm in Room 332, City Hall, 200 East University Avenue, Gainesville, FL. At that time, prospective proposers or their representatives may discuss any questions pertaining to the proposal.

G. CONTACT BETWEEN SUBMITTER AND OWNERS

The contact person for this RFQ is Gayle Dykeman, Senior Buyer, Purchasing Division, City of Gainesville, P.O. Box 490, Mail Station 32, Gainesville, FL 32627, Telephone No. (352) 334-5021, FAX No.: (352) 334-3163, email: dykemangb@cityofgainesville.org. Explanations desired by the submitter(s) regarding the meaning or interpretation of this RFQ must be obtained from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the OWNERS prohibit communication to or with any department, employee, or agent of the OWNERS evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, OWNERS' officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

H. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than 3:00pm on the Deadline date provided in Section B, Timetable. The request must contain the submitter's name, address, phone number, fax number and email address. Electronic fax will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet, which includes, at a minimum, the submitter's name, address, number of pages transmitted, phone number, fax number and email address.

The OWNERS will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Qualification Due Date. Submitters should not rely on any representations, statements or explanations other than those made in the RFQ or in any addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a Statement of Qualifications that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of qualifications.

I. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Statements of Qualifications received after the qualification due date and time are late and will not be considered. Modifications received after the qualification due date are also late and will not be considered. Letters of withdrawals received after the qualification due date or after contract award, whichever if applicable, are late and will not be considered.

J. CITY OFFICE FOR SUBMISSION OF QUALIFICATION

Instructions for submission requirements for applicants are included in Attachment A, "Construction Manager Qualifications Supplement (CMQS)." All applicants should follow the General and Supplemental Instructions included in the CMQS.

K. OWNERS' SELECTION PROCEDURES

The firm or firms will be selected from qualified firms submitting qualifications as Section D described.

Evaluation and selection of the construction management firm will be in accordance with the requirements of the Consultants' Competitive Negotiations Act (CCNA) and the CITY's RFQ Policy as stated herein. A brief description of this process follows:

The Selection Committee shall evaluate the Statement of Qualifications submitted by firms regarding the proposed scope of work.

Upon review and evaluation, the Selection committee may select qualified firms to participate in oral discussions or presentations based on a numerical point system. The firms shall then further detail their qualifications, approach to the project and ability to furnish the required services during the oral presentation.

The Selection Committee shall then select and rank the firms in order of preference that are deemed to be the most highly qualified to perform the generally required services, based upon the written and if needed, oral discussions or presentations. The OWNERS will then be requested to approve the ranking and authorize base contract negotiation and execution.

L. INSURANCE REQUIREMENTS

Construction Manager shall provide proof of insurance in a form acceptable to the OWNERS, which gives the OWNERS 30 days' written notice (except the OWNERS will accept ten (10) days' written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:

1. Worker's Compensation Insurance to the extent required by Florida Statute 440.

2. Professional Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).
3. Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).
4. The OWNERS shall be an additional insured on such Public Liability Insurance and the Construction Manager shall provide copies of endorsements naming the each of the OWNERS as additional insured.
5. Automobile Liability Insurance
6. Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

Construction Manager shall demonstrate that it complies with all applicable State and Federal professional licensing laws.

M. PERFORMANCE AND PAYMENT BOND REQUIREMENTS

- a) Construction Manager shall furnish performance and payment Bonds as required by Section 255.05, Florida Statutes, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Construction Manager's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Law or Regulations.
- b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certifications of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- c) If the surety on any Bond furnished by Construction Manager is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements as stated above in paragraph B, Construction Manager shall within 20 days thereafter substitute another Bond and surety.

All Bonds and insurance required are to be purchased and maintained by the CITY or the Construction Manager shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required.

If notice of any change affecting the general scope of the work or the provisions of the contract (including, but not limited to, contract price or contract service period) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Construction Manager's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

N. CONDITIONS ESTABLISHED BY THE CITY OF GAINESVILLE

Late submittals: Any responses submitted after the due date specified in the RFQ will not be considered and will be returned unopened.

Rejection of submittal: The OWNERS reserve the right to reject any and all submittals received in response to the RFQ and to waive any minor technicalities or irregularities as determined to be in the best interest of the OWNERS. The OWNERS reserve the right to award the contract in the best interest of the OWNERS.

All materials submitted in response to the RFQ become the property of the OWNERS and will be returned only at the option of the OWNERS.

O. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the CM firm pursuant to contracts arising from this Request for Statement of Qualifications, except those separately identified in the Scope of Services or in other written agreements between the parties, are jointly owned by the CM firm and the OWNERS. The OWNERS have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the CM firm for the specific purpose intended will be at the OWNERS' sole risk and without liability or legal exposure to the CM firm. No material produced in whole or in part pursuant to contracts arising from this Request for Statement of Qualifications may be copyrighted or patented in the United States or in any other country without the prior written approval of the OWNERS.

P. SUBMITTER'S COST TO DEVELOP SUBMITTAL

Costs for developing submittals in response to this RFQ are entirely the obligation of the submitter and shall not be chargeable in any manner to the OWNERS.

Q. USE OF RFQ REPLY IDEAS

The OWNERS have the right to use any or all information presented in any response to the RFQ, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

R. NOTICE OF INTENT NOT TO SUBMIT A STATEMENT OF QUALIFICATIONS

In the event that your organization decides not to submit a Statement of Qualifications, the OWNERS would appreciate your advising the Purchasing Manager of your decision and reason for not submitting a Statement of Qualifications by completing the enclosed standard survey form.

S. CITY'S NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party."

For more information on this policy and requirement, please visit the Office of Equal Opportunity's website.

T. TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFQ) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees {including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in section S) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section S, will be distributed to the Evaluation Committee members, City staff and City Consultants to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

U. RESERVED

SECTION II – EVALUATION CRITERIA AND PROCEDURES

A. SELECTION CRITERIA

Applicants will be evaluated on the basis of their past performance, experience, personnel, references, bonding capacity, workload, and responses to questions posed both in the shortlist and interview phases.

Responses will be evaluated in accordance with the procedures described in the Professional & Other Services Evaluation Handbook. The following criteria will be utilized by the OWNERS staff to evaluate and select pool of firms who will be interviewed/invited to make presentations prior to final ranking of firms. Staff will evaluate the interviews/presentations and submit its recommendation to the City Commission.

Scores will be based on the following non-prioritized criteria as illustrated in the three (3) past project examples listed in the CMQS submittal. Additional criteria may be outlined for short-listed applicants.

- Satisfactory completion of roadway projects including milling & resurfacing, reconstruction, sidewalks, signalization, brickwork, lighting, landscaping, and utility installation/relocation.
- Satisfactory completion of storm water pond and/or other large earthwork construction, experience with NPDES compliance, successful dewatering plan, OSHA compliance.
- Satisfactory completion of utility installation and/or relocation including restoration, trenching, utility bypassing, dewatering, and maintenance of traffic.
- Satisfactory completion of water treatment or water reclamation plant equipment, building, and/or structure rehabilitation or new construction.
- Construction Manager's approach to, and experience with creating and executing complex Maintenance of Traffic Plans and ensuring access is maintained for businesses, residents and transit routes.
- Construction Manager's approach to, and experience with coordinating and executing complex utility work schedules. Also include examples of in-field resolution of utility conflicts.
- Construction Manager's approach to, and experience with controlling cost, schedule and scope when the unforeseen arises during construction and/or in a tight timeframe.
- Construction Manager's approach to, and experience with, trade subcontractor procurement and management, cost control & estimating, quality control, schedule management for "fast track" projects, safety, independent total building commissioning, owner direct purchasing and sustainable design & construction.
- Construction Manager's understanding of the Minor Projects diverse project types, delivery intent, goals, and objectives.
- Satisfactory delivery of projects with limited or no laydown area and/or remote contractor parking.
- Ability to deliver pricing and subsequent construction in a tight timeframe.
- Construction Manager's understanding of sustainable construction and the USGBC's LEED or equal rating system and its implications in the construction process.
- Satisfactory performance of work in a heavily occupied building or urban setting requiring continued operation without interruption.
- Commitment to comply with the City of Gainesville's Local Small Business Procurement Program, as described in Section 42-400 of the City of Gainesville's Purchasing Procedures, in the selection of Subconsultants and Subcontractors.
- Construction Manager's approach to, and experience with, complying with federal or other agency requirements, including experience with grant reporting criteria.

Scores from the shortlist phase are not additive with scores from the interview phase, but the Committee reserves the right to consider information provided in the CMQS submittal during the interview/oral presentation phase.

SECTION III – GENERAL PROVISIONS

A. RIGHTS OF APPEAL

Participants in the RFQ solicitation may protest RFQ specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

B. INDEMNIFICATION

The Consultant shall agree to indemnify and hold harmless the OWNERS, their officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract.

C. DRUGFREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

D. PUBLIC ENTITY CRIMES

Pursuant to 287.133 (2)(a), Florida Statutes a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. SOVEREIGN IMMUNITY

Nothing in the executed contract shall be interpreted that the OWNERS waive their sovereign immunity granted under Section 768.28, Florida Statutes.

F. APPLICABLE LAW

The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

G. LOCAL, SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that all local small and service-disabled veteran businesses as defined in the Local Small Business Procurement Program Policies and Procedures, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each proposer is asked to state whether it will utilize small and service-disabled veteran that are eligible for assistance to perform work on the project(s) being advertised. For firms not yet certified by the City, a small and service-disabled veteran application may be requested and submitted to the Office of Equal Opportunity. Applications can be downloaded from the Office of Equal Opportunity website at:

<http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>.

To be considered as a certified small and/or service-disabled veteran, a proposer must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity's website.

H. RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the OWNERS. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

I. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/ PENALTIES

The OWNERS specifically request that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the OWNERS. You may be required to respond to questions on this subject matter.

J. INDEPENDENT CONTRACTOR

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which OWNERS employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the Contract Documents.

K. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR 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 CUSTODIAN OF PUBLIC RECORDS _____, _____, P.O. Box 490 MAIL STATION 32, Gainesville, FL 32627.

L. MULTI-YEAR CONTRACT

The obligations of the OWNERS as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential OWNERS services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the OWNERS shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the OWNERS pursuant to this Agreement.

M. RIGHT TO TERMINATE

If the Contractor fails to observe or perform in accordance with the Contract Documents (a "Default"), then the OWNER, after providing at least ten (10) days written notice to the Contractor of the Default and the OWNER's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Agreement without prejudice to any other rights or remedies the OWNER may have under this Agreement.

This Agreement may be terminated by the OWNER, with or without cause, upon thirty (30) days written notice to the Contractor. In the event this Agreement is so terminated, the Contractor shall be compensated for services rendered thorough the effective date of the termination.

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the 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 of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State 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

Date

COMPANY INFORMATION and CERTIFICATION (CMQS 0)

PROJECT NUMBER:

FPUR-180009-GD

PROJECT NAME:

Continuing Construction Management Services for Minor Projects

FIRM NAME:

ADDRESS OF PROPOSED OFFICE IN CHARGE:

Telephone & Fax Numbers:

E-Mail Address & Website Address

Florida Corporate Charter Number:

Federal ID Number:

For how many years has your firm been providing

construction management services? General contracting? _____ ; _____

Total billings, past three calendar years (submitting office)? _____

Total billings, past three calendar years (company-wide)? _____

Notarized signature below certifies the following:

I. Regarding information furnished by the applicant herewith, and as may be provided subsequently (including information presented at interview, if a finalist):

- a) All information of a factual nature is certified to be true and accurate (subject to perjury laws, Chapter 837, Florida Statutes).
- b) All statements of intent or proposed future action (including the assignment of personnel and the provision of services) are commitments that will be honored by the applicant if awarded the contract.
- c) The provision of false information could be cause for my firm's disqualification from applying for other OWNERS of Gainesville work for a period of up to three years.

II. Applicant acknowledges that:

- a) If any information provided by the applicant is found to be, in the opinion of the Selection Committee or the OWNERS, substantially unreliable, this application may be rejected.
- b) The Selection Committee may reject all applicants and may stop the selection process at any time.
- c) The selection of finalists for interview will be made on the basis of information provided herein. Finalists will be ranked based on additional criteria, the interview, and the results of reference checks.
- d) It is understood that this sealed submittal must be received at OWNERS, 200 East University Avenue, Room 339, City Hall, Gainesville, FL 32601 attention Gayle Dykeman, no later than 3:00 PM, October 23, 2017.

Facsimile (FAX) submittals are not acceptable and will not be considered. In addition, proposer must provide one (1) electronic copy of their submittal in PDF format on a CD or USB flash drive. The statement of qualifications shall be clearly labeled: Statement of Qualifications for Continuing Construction Management Services for Minor Projects.

- e) Failure to file a protest within the time prescribed in City of Gainesville Purchasing Procedures shall constitute a waiver of proceedings.
- f) Failure to sign this form will result in disqualification.

- III. The undersigned certifies that he/she is a principal or officer of the firm applying for consideration and is authorized to make the above acknowledgments and certifications for and on behalf of the applicant.
- IV. The undersigned certifies that the Applicant has not been convicted of a public entity crime within the past 36 months, as set forth in Section 287.133, Florida Statutes.

SWORN TO AND SUBSCRIBED TO ME,
A NOTARY PUBLIC, THIS _____ DAY
OF (month), (year).

FOR AND ON BEHALF OF THE APPLICANT:

BY: (full name), (title)

(SEAL)

**CONSTRUCTION SERVICES FOR MINOR PROJECTS QUALIFICATIONS
SUPPLEMENT (CMQS)
GENERAL INSTRUCTIONS**

ATTACHMENT A

Continuing Renovation/Construction Minor Projects

- A) Submit one (1) original and **five (5)** bound and typed proposals, along with an Electronic copy (thumb drive or CD) in .pdf format with bookmarks for the following sections, by the time and date stated. Include a Letter of Interest and (10) tabbed & divided sections as follows, attaching additional pages for each section of included CMQS submittal instructions in Section 1B as necessary:
- ☐ Tab 1 - Company Information and Certification (CMQS 0) (Form attached)
 - ☐ Tab 2 - Personnel Resumes (CMQS 1) – including resumes and organization chart if necessary
 - ☐ Tab 3 - Experience & References (CMQS 2) (Form attached)
 - ☐ Tab 4 - Procurement, Management, and Coordination of Trade Subcontractors (CMQS 3)
 - ☐ Tab 5 - Cost Estimating & Control (CMQS 4)
 - ☐ Tab 6 - Quality Control & Constructability (CMQS 5)
 - ☐ Tab 7 - Scheduling (CMQS 6)
 - ☐ Tab 8 - Safety, Commissioning, and LEED (CMQS 7) – including EMR for past three years and LEED credentials
 - ☐ Tab 9 - Joint Venture Information (CMQS 8) – if applicable
 - ☐ Tab 10 - Attachments / Supplements – including license(s), proof of corporate status, and proof of bonding capacity
- B) Number each page consecutively, including the letter of interest, CMQS forms, questions & answers, and all attachments, licenses, résumés, supplemental information, etc. The entire proposal shall be limited to **thirty (30)** single-sided 8½ x 11 pages (or 15 pages front and back). Covers, table of contents, and divider tabs will not count as pages, provided no additional information is included on those pages.
- C) The Letter of Interest should concisely outline both your understanding of the Continuing Renovation/Construction Minor Projects concept and the characteristics of your firm and proposed team that make them uniquely qualified for it. Address the letter to the attention of the Contact Person
- D) Use the CMQS 0 form to provide general company information and to formally certify the proposal.
- E) For CMQS 2, use the enclosed form and follow the Submittal Instructions. For CMQS 3 – CMQS 7, precede each answer with a re-statement of the given question. If the question on joint ventures (CMQS 8) does not apply, simply state “NOT APPLICABLE” on the bound section divider.
- F) Enclose resumes, LEED accreditation (preferred) or equivalent (explain), and other pertinent credentials for all proposed staff.

- G) Corporations must be registered to operate in the State of Florida by the Department of State (Division of Corporations) **at the time of application**. Provide proof of such status (if applicable) **for the applicant**.
- H) Enclose a copy of the applicant's general contracting license from the Florida Department of Business and Professional Regulation. **Invalid or expired licenses will be grounds for disqualification.**
- I) Provide a letter of intent from a surety company indicating the applicant's bondability for this project. The surety shall acknowledge that the firm may be bonded for multiple projects, with a potential maximum construction cost of \$2,000,000 each. The Surety Company must be licensed to do business in the State of Florida, must have a Best Rating of "A," and a required financial size of "Class **VII**."
- J) Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture, and a copy of that formal agreement shall be provided with this proposal. See CMQS 11.
- K) Applicants should take care in assembling the proposals, as professionalism and attention to detail are among the intangible qualities the Selection Committee will consider.

**CONSTRUCTION SERVICES FOR MINOR PROJECTS QUALIFICATIONS
SUPPLEMENT (CMQS)
SUBMITTAL INSTRUCTIONS**

1. APPLICANT'S PERSONNEL:

Name all personnel who will be part of the construction management team who will participate in this contract for its anticipated duration. Identify each person's title, contract-specific responsibilities, and city of residence. Also identify other non-essential positions planned for this contract that are not, as yet, filled or named. Enclose résumés for all key staff and discipline heads tailored to demonstrate their experience as it relates to this contract. If any consultants are included as part of the proposed team, provide resumes for the specific personnel proposed for this contract and describe each consultant's proposed role in the contract and its related experience. Provide an organization chart or diagram if necessary to clearly explain lines of authority, duties & responsibilities, continuity through design, construction, and post-occupancy, etc.

The team proposed in the CMQS must be available to provide the services for the contract, throughout the anticipated five (5) year duration of the contract. If the Applicant discovers prior to the interview that any part of the listed team (either individual key staff or consultants) will not be available, it shall notify the selection committee immediately. The selection committee will determine whether the change in the team would have affected the Applicant's shortlist score. If the change would lower the score, the Applicant may be removed from the shortlist. Once awarded the contract, the Applicant will not be permitted to alter its team without the Owner's approval.

2. EXPERIENCE / REFERENCES (use attached form):

Submit up to three most related projects for which the Applicant provided (or is providing) CM, GC, D/B, or other construction management services. In determining which projects are "most relevant" to the Continuing Renovation/Construction Minor Projects, consider the unique aspects of this contract, as conveyed in the selection criteria outlined in the RFQ. Also consider the Owner and location, relative size and cost, complexity, staffing (how many members of the proposed team worked on the listed projects?), currency (how recently were the listed projects completed?), and performance metrics (schedule, budget, quality).

Use the attached form CMQS2 (one two-page form for each of the three projects) and provide all requested information as follows:

- Note the title and location of the project; indicate the services provided; and complete the other general project information (status, size, value, delivery method, etc.).
- Provide the names of all key staff – whether construction, design, or both – and check YES or NO to indicate whether each person is also on the proposed team for this contract.
- Provide brief narratives on the facility and its relevance to the Continuing Renovation/Construction Minor Projects.
- Provide contact information for the Owner, designer or builder (whichever applies), and the (3) largest subcontractors by value of trade package.
- Verify that the contact information is still valid (names and numbers). Add, where applicable, contact information for the **current** Owner's representative, if different from the Owner's representative at the time the applicant's services were provided.

List the projects in priority order, with the most relevant project listed first and the least relevant project listed last. **INCLUDE NO MORE THAN 3 TOTAL PROJECTS.**

3. PROCUREMENT, MANAGEMENT, AND COORDINATION OF TRADE SUBCONTRACTORS:

What means will be used to identify, notify, pre-qualify, and procure sub-contractors for the disciplines involved in these projects? How will the trade contracts be proactively, rather than reactively, managed? What specific steps will be taken to ensure communication and to minimize conflicts between trades in the field as well as conflicts between the CM and sub-contractors? Other than tracking and processing, what is the CM's role in technical correspondence between sub-contractors and the owners A/E (submittals and shop drawings, Requests For Information, etc.)? Elaborate on your understanding of the City Local Small Business Procurement Program

CONSTRUCTION SERVICES FOR MINOR PROJECTS QUALIFICATIONS SUPPLEMENT (CMQS)

4. COST ESTIMATING and CONTROL:

- a) Describe the team's approach to, and methods for, cost estimating during the pre-GMP phase and cost control during the construction phase, specifically when the unforeseen arises.
- b) How are cost estimates developed and how dependent are they upon estimates by potential sub-contractors?
- c) Provide a examples of previous cost estimates. Were they lump sum packages or unit pricing, or a combination of both?

5. QUALITY CONTROL and CONSTRUCTABILITY:

- a) Does your staff review design submittals with an eye for errors, discrepancies, conflicts, and other potential change order issues? If so, who specifically does that?
- b) What means are used to cross-check design submittals against the City design & construction parameters and standards, previous review comments, Value Engineering input, and other direction or feedback?
- c) Describe the methods used by the team to maintain quality control during the construction phase.
- d) Briefly describe the firms' existing quality assurance policies & procedures and explain how they're tailored to each project.

6. SCHEDULING:

- a) Describe how the team will develop and maintain the construction schedule throughout the construction process. Who develops the schedule that accompanies the GMP proposal? Who is responsible for updating and adhering to the schedule during construction?
- b) What role, if any, do potential sub-contractors play in developing the schedule? What role, if any, do actual sub-contractors play in refining and maintaining the schedule?
- c) Given your understanding of the Owner's goals, requirements, and constraints, elaborate on ideas you have for "fast-tracking" the project without sacrificing quality or introducing unreasonable risk.

7. SAFETY, COMMISSIONING, and LEED:

- (a) Outline your firm's approach to jobsite safety management, training & education, enforcement and OSHA compliance. Provide proof of your firm's Experience Modification Rate for the past three years.
- (b) Describe the experience of the proposed staff with building commissioning.

- (c) LEED or equivalent accreditation is preferred; enclose copies of proposed staff's LEED similar accreditation(s) and describe the experience of the proposed project management staff with sustainable construction and LEED certification efforts.

8. JOINT-VENTURE APPLICANTS ONLY

Duplicate the Certification form signature block and have a principal or officer sign on behalf of each party to the joint venture. Enclose a copy of the joint venture agreement, which specifically states the percentage of fee to be earned by each party and each party's role in the project. Provide answers to the following questions:

- (a) Describe the division of responsibilities between the participating firms, the offices (location) that will be the primary participants, and the percent interest of each firm.
- (b) Why does the Applicant feel that a joint venture will best serve the needs of this project?
- (c) How many projects has the joint venture performed together?
- (d) Which of the key personnel have worked together before?

**CONSTRUCTION SERVICES FOR MINOR PROJECTS QUALIFICATIONS
SUPPLEMENT (CMQS))**

QUESTION 2 – EXPERIENCE & REFERENCES

NOTE: Complete one 2-page form for each of the (up to 3) “most related” projects – see instructions.

Project Information

Project # and Title: _____

Project Location: _____

Services provided (*check applicable boxes*)

☐ CM At-Risk ☐ GC (Low Bid) ☐ Design-Builder ☐ CM Agency ☐ Subcontractor ☐ Other

Pre-Construction services provided? ☐ YES ☐ NO

Current Status: _____

Size of project (gross square feet): _____

Program / Pre-Design Budget: _____

Design Development Budget: _____

GMP Proposal (Original): _____

Final Contract Value: _____

Construction Start (NTP) Date: _____

Original Substantial Completion Date (at NTP): _____

Actual Substantial Completion Date: _____

LEED Certified? _____

Staffing Information (*for this project*)

Principal: _____ On proposed **(project title)** team?

☐ YES ☐ NO

Project Manager: _____ On proposed **(project title)** team?

☐ YES ☐ NO

Project Engineer: _____ On proposed **(project title)** team?

☐ YES ☐ NO

Superintendent: _____ On proposed **(project title)** team?

☐ YES ☐ NO

Other: _____ On proposed **(project title)** team?

☐ YES ☐ NO

Other: _____ On proposed **(project title)** team?

☐ YES ☐ NO

Narrative description of project/facility, including space type(s), major building components, and construction type(s):

Explanation of relevance/similarity to the **Continuing Renovation/Construction Minor Projects** (see instructions):

CMQS Question 3 (Experience & References) continued

Owner Contact Information

Owner/Client: _____

Contact Person or PM: _____

Address: _____

Phone and Fax: _____

E-mail Address: _____

Designer Contact Information

Architect/Eng.: _____

Contact Person or PM: _____

Address: _____

Phone and Fax: _____

E-mail address: _____

Subcontractor #1 Information (*highest dollar value trade contract on this project*)

Sub-Contractor: _____ Contact _____ Person _____ or
PM: _____

CSI Division/Trade: _____

Value of Sub-Contract: _____

Address: _____

Phone and Fax: _____

E-mail Address: _____

Subcontractor #2 Information (*second highest dollar value trade contract on this project*)

Sub-Contractor: _____ Contact _____ Person _____ or
PM: _____

CSI Division/Trade: _____

Value of Sub-Contract: _____

Address: _____

Phone and Fax: _____

E-mail Address: _____

Subcontractor #3 Information *(third highest dollar value trade contract on this project)*

Sub-Contractor: _____ Contact _____ Person _____ or
PM: _____

CSI Division/Trade: _____

Value of Sub-Contract: _____

Address: _____

Phone and Fax: _____

E-mail Address: _____

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

BID #: FPUR-180009-GD

DUE DATE: October 23, 2017
3:00 p.m., local time

**SEALED BID ON: CONTINUING CONSTRUCTION MANAGEMENT PROFESSIONAL
SERVICES FOR MINOR PROJECTS**

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____

Are you a minority business? yes _____ no _____