



CITY OF ZEPHYRHILLS  
2025-004  
GENERAL CONSTRUCTION & CONSTRUCTION MANAGEMENT AT RISK

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT

#85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER

#59-6000455

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## 1. INTRODUCTION TO REQUEST FOR PROPOSALS

### 1.1. Invitation

The **City of Zephyrhills** (the “City”), invites responses (“Responses”) from Contractors which offer to provide the services described in Section “Scope of Work”.

### 1.2. Contractor

A Contractor is an individual, firm, or corporation submitting a Response to the City for the services requested in the RFP.

### 1.3. Agreement Terms and Conditions

The Contractor(s) selected to provide the service(s) requested herein (the “Successful Contractor(s)”) shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within thirty (30) days after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked Contractor, or to call for new responses.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded Contractor will be cause for termination of the "**General Construction & Construction Management at Risk**" Agreement.

### 1.4. Additional Information or Clarification

Requests for additional information or clarifications must be made in the City's e-Procurement Portal at <https://procurement.opengov.com/portal/zephyrhillsfl> and in accordance with the Cone of Silence. The Cone of Silence is applied to all communications concerning any bid, RFP or RFQ before intent to award are issued. Any request for additional information, or for questions seeking clarifications must be received in writing no later than Friday, April 25, 2025 by 10:00 am.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>, prior to the Response Submission Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or any written addendum to this RFP. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is the Proposer’s responsibility to assure receipt of all addenda. Proposers will be required to acknowledge all addendum within their submission through the eProcurement Portal.

All communications are to be directed to the Purchasing Agent through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>.

### 1.5. Award of Agreement

An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City’s best interest.

#### 1.6. Agreement Execution

By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **General Construction & Construction Management at Risk** Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

#### 1.7. Response Package

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

1. Each Response that is submitted for evaluation must meet the requirements specified in the RFP.
2. Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
3. Any submittal found unacceptable will not be considered for selection for this project.

#### 1.8. Changes/Alterations

Proposer may change or withdraw a Response at any time prior to Response Submission Deadline by clicking on "Unsubmit" Proposal via eProcurement Portal. All changes or withdrawals shall be made City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.

#### 1.9. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section "Additional Information or Clarification". Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

#### 1.10. Disqualification

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

#### 1.11. Reject Responses

The City of Zephyrhills, Florida reserves the right to reject any or all responses, waive informalities, request additional information and to negotiate a contract with the most qualified Contractor for professional and construction services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.

#### 1.12. Vendor's Expenditures

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

#### 1.13. Compliance with Applicable Law

The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed there under. Conduct no activity or provide any service that is unlawful or offensive.

#### 1.14. Conflicts of Interest

No Contractor shall be eligible for selection on any project and no work shall be assigned to a Contractor which conflicts with or is duplicative of any work by the Contractor or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or Vendor.

#### 1.15. Indemnification

Indemnity: Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes.

Insurance: Contractor shall, at its sole costs and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of

#### 1.16. Insurance

Vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including

Employer Liability insurance, with minimum policy limits of \$1,000,000 combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the Vendor as required herein shall be considered, and the Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Vendor as required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

#### 1.17. Builders' Risk Coverage

This solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's sub contractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

#### 1.18. Termination (Cause and/or Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the

Vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the Vendor's.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the Contractor relating to commitments which had become from prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action, the Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Contractor in performing this contract, whether completed or in process.
- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

#### 1.19. RFP Availability

RFP documents, plans, addendums can be viewed and downloaded from the City's e-Procurement Portal at <https://procurement.opengov.com/portal/zephyrhillsfl> . Registration is FREE. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills prior to any work with the City. Should you have questions concerning this site, contact Customer Support via the City's e-Procurement Portal to provide assistance. Responses will be opened after the deadline online. A listing of those Contractors who submitted a response will be posted.

#### 1.20. Response Submission

One electronic response package shall be submitted through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>, prior to the **Opening time of Monday, May 5, 2025 by 10:00 am.**

The City shall not, under any circumstances, be responsible for delays caused by the issues caused in uploading or for other delays. All responses must be manually and duly signed by authorized authority to bind said Contractor or individual, and Contractor must affix their corporate seal (if any) to the response. In the absence of a corporate seal, the response must be notarized by a Notary public.

The submittal of a response by a preparer will be considered by the City as constituting an offer by the Contractor to perform the required services at the stated fees.

Each Contractor is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will responses delivered to the office be accepted. All responses are to be uploaded via City's e-Procurement Portal online. Late submissions will not be accepted.

#### 1.21. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

#### 1.22. Oral Presentations

At the City's sole discretion, a formal oral presentation may be required by each Contractor that is short list selected during the initial review process. The City will provide a week's notice, if selected. If required, presentations should be in support of the Contractor's response or to exhibit or otherwise demonstrate the information contained herein. If the Committee wishes additional clarification of any information, Contractors may be requested to submit that information in writing.

#### 1.23. Acceptance of Applicable Policies & Procedures.

- A. Contractors responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- B. All Contractors should be licensed in the State of Florida and professionally qualified.
- C. Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

#### 1.24. Evaluation Committee Process

The City Manager will appoint a ranking committee who will review and evaluate the proposals of all interested Contractors. This committee shall rank all proposals of contractors that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written responses. The City Manager will present the Committee's recommendations to City Council for their consent for approval. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

#### 1.25. Written Selection Process

Step 1. The City will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the responses using the criteria below. Responses will be evaluated and ranked or scored.



#### 1.26. Formal Interview Evaluation Criteria

- Overall impression of key team members
- Methodology presented to assure success
- Ability of principals to promote confidence in the ability of the Contractor to complete the project(s) within the time and cost budgeted
- Ability of team members to communicate during the interview process
- Contractor's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the Contractor

#### 1.27. Interview Format

Contractors selected to make a presentation to the Evaluation Committee will be notified by the City. Each Contractor selected for further consideration shall be notified in writing and informed of a place and time for the interview sessions. The time allotted to each Vendor for the presentation and interview shall not exceed forty five (45) minutes. (5 Minutes for setup, 20 minutes for presentation, 5 minutes for questions and 5 minutes for knock-down). All members of the Evaluation Committee will be present during the formal interview.

#### 1.28. Issues to Address at Interview

The intent of the formal interview process is to provide the evaluation committee with in-depth information from the Contractor in order to make a final selection of the best-suited Contractor for the contract. ***What makes your firm and proposal better suited for this solicitation than the other firms. Contractors*** should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the services to be provided and any unique characteristics or services the Vendor offers.

Contractors are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the discussion.

#### 1.29. Award Criteria

The evaluation committee recommendation will be made from their in depth review of the written responses and the evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Demonstrated professional skills and credentials.
- Demonstrated understanding and success of similar projects
- Demonstrated ability to communicate well.
- Ability to perform the work within the stated timeframe.

#### 1.30. Final Evaluation

Upon completion of the evaluation process by the Evaluation Committee, the Firms/Proposals will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked Contractor. Should the City be unable to negotiate a satisfactory contract with the top-ranked Firm at a price determined to be fair and reasonable, negotiations shall be terminated with that

Firm and the City shall initiate negotiations with the second ranked Vendor to arrive at an acceptable contract, and so on.

The final negotiated contract is presented to City Council for approval and authorization by the City Manager.

#### 1.31. Exception to the RFP

Contractors may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Contractor take exception where none is permitted, the response will be rejected as nonresponsive. All exceptions taken must be specific, and the Contractor must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank responses.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the responses will be evaluated based on the responses as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Contractor furnish the services or goods described herein, or negotiate an acceptable alternative.

#### 1.32. Openness of Procurement Process

Written competitive responses, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any response once submitted.

#### 1.33. Cooperative Purchases

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

#### 1.34. Negotiations

The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Contractor's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Contractor. If the City and the selected Contractor cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Contractor. This process will continue until a contract has been executed or all Contractors have been rejected. No Contractor shall have any rights against the City arising from such negotiations.

#### 1.35. Right to Protest

Any actual or prospective Contractor who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager. All Protests must be presented one (1) week after the solicitation deadline or one (1) week after Council approval of ranking.

### 1.36. Public Records

In accordance with 119.0701 F.S. Vendor shall:

**IF A CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**RICARDO QUINONES, CITY CLERK  
CITY OF ZEPHYRHILLS  
5335 8<sup>TH</sup> STREET  
ZEPHYRHILLS, FLORIDA 33542  
[RQUINONES@CI.ZEPHYRHILLS.FL.US](mailto:RQUINONES@CI.ZEPHYRHILLS.FL.US)  
813-780-0000**

### 1.37. ACH-EFT Payments

The City will make payments for services provided under this contract by means of an ACH-EFT process. This method is quicker and eliminates fraud activity. This will need to be setup before any payment processing. The City reserves the right to revise this program as necessary.

## 2. SCOPE OF WORK

### 2.1. Introduction

The intent of this Request for Proposals is for the selection of multiple construction contractors. The City is seeking to hire individual contractors for miscellaneous construction and repair projects as well as construction firms to provide Construction Manager at Risk services for larger projects. Projects classified under the miscellaneous construction and repair will have a maximum price of \$2,000,000. The Construction Manager at Risk will be for any construction or rehabilitation over \$2,000,000 but under the Florida Statute 287.055 which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million (est 7/2024).

**Construction Manager at Risk** will be selected based on their experience on previous governmental projects. Rates for their staff are **required** to be provided along with their response. A GMP will be negotiated for each project.

**Miscellaneous Construction & Repair Contractors** will submit their responses based on their experience as well as their rates/percentage listed in the cost proposal.

Rates will remain for the initial term of this Agreement. At each renewal, a request to increase their rates can be submitted via a Task Order.

The City of Zephyrhills is seeking Florida certified contractors to perform miscellaneous construction and/or repair projects as well as CMRs for the larger projects. This solicitation will select multiple contractors.

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## 2.2. Scope of Work

The City of Zephyrhills is seeking to hiring a minimum of three (3) contractors for miscellaneous construction and/or repairs and a minimum three (3) Construction Manager at Risk:

- Underground Utility contractors
- General contractors
- Fencing contractors
- Roofing contractors
- Specialty contractors (Electricians, Plumbing, HVAC)

Contractors are to be licensed in the State of Florida; provide complete contracting services and emergency repair services for the City of Zephyrhills.

Services shall include but are not limited to:

- Construction supervision and administration
- New and Repair construction of:
  - T-Hangars
  - Roll Doors
  - Roofs
  - Fencing
  - Landscaping Improvements
  - Tree Program Updates
  - Storage Buildings, FBO
  - Historical/CRA Preservation Renovations
  - PEMB and CMU Construction
  - Storm Water Facility Construction
  - Emergency Generators
  - Parks and Recreation Facilities
  - CRA Park/Landscape Improvements including irrigation
  - Water and Sewer mains
  - Lift Stations
  - Manholes
  - Drinking Wells and appurtenances
  - Water & Wastewater Treatment Plant components and appurtenance
  - Infiltration and inflow Removal projects
  - Cleaning and Televising sanitary sewer lines
  - Demolition for the City and Code Enforcement
  - Scheduling work with subcontractors and supervising safety protocols in accordance City operations; rules and requirements
  - Future cost proposals on projects
  - Storm and Emergency documentation
  - Valves, meters, backflow devices

- Fire Hydrants,
- SCADA programming/instrumentation and control work
- Other projects determined in the City's best interests

The contractor(s) selected for these services will work with the City's Project Manager in order to successfully develop a strategy and details of the Task/Work orders to be successfully completed.

**Warranty:** The selected Contractor(s) will provide the City with a minimum:

- One (1) year warranty for all service work performed
- Ten (10) year warranty on all coating projects (i.e., manhole, lift station)
- One (1) year on new and repair construction projects

Warranty will not go into effect until the project has been substantially completed and/or accepted by the City. All work performed shall meet or exceed Federal, State and Local regulations; State of Florida Building codes (current version); City and/or County Technical Standards.

**Contractor Selection:** City will be selecting 2-3 General Contractors and 2-3 Construction Managers at Risk. Only those selected and a successful negotiation will be awarded the continuing construction services contract. Projects will be assigned to the contractor to develop a detailed Task/Work Order to be reviewed and approved/signed off by the City Project Manager and City Manager.

**Contract Term:** The initial contract term will be for three (3) years from the original contract signing. Each contract from this solicitation has three (3) renewals for a period of two (2) years per renewal. Pricing can be renegotiated at the time of renewal.

**Payment and Performance Bonds:** Payment and Performance Bond and all Insurance shall be secured from or countersigned by an Agency or Surety company recognized in good standing and authorized to do business in the State of Florida. If at any time the City for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor shall within five (5) days after notice from the City, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due and shall not be made until the new Surety or Sureties shall have furnished such an acceptable bond to the City. Payment and Performance Bonds are to be recorded and paid by contractor and presented to the City.

**Task/Work Orders:** The City shall provide a summary of work to one or more of the Contractors selected based on the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Task/Work Order with a negotiated fee and format supplemental to a primary contract agreement. **Task Orders will include** Scope of Services; Deliverables, Payment and Performance Bonds; Number of Days for Completion with hours and rates; and any other pertinent information regarding the project requirements. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable. All Task/Work Orders must provide a detailed cost breakdown. In addition,

- Deliverables: 100% Construction Documents, Estimated probable cost Civil Design to include permitting.

- Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission of their Task/Work order response and additional ten (10) business days can be requested. Task/Work order response will not be more than twenty (20) business days after the initial request.
- The key personnel named in this response shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.

#### **Cost Proposal:**

- Labor Costs: Labor costs include direct labor through the working foreperson level at straight-time prevailing wage rates including fringe benefits and an allowance for Social Security, Medicare taxes, worker's compensation, unemployment insurance, and employee benefits.
- Labor costs include unloading equipment, materials and tools.
- Equipment Costs: All equipment required to accomplish the Task; mobilization for all equipment except large equipment which exclude mobilization; all operating expenses such as fuel, electricity, lubricants etc.
- Material Costs:
  - Material; delivery; all incidentals and accessories integral to the installation;
  - Manufacturer's and/or fabricator's shop drawings;
  - Roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, concrete etc include an allowance for waste. This list is not intended to be all inclusive but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights;
  - Material costs for imported materials (aggregate, sand, soil, etc) include delivery up to 15 miles from the closest approved source.
  - Business Costs: Office overhead, including but not limited to office space, office equipment and management personnel, office supplies and employee transportation and insurance and bonding.

#### **Hurricane and Emergency Response:** The contractor will:

- Project Manager will make contact and provide access to the contractor at the damaged location for the repair.
- The Contractor will provide a detailed quote including all services and materials needed to repair the damage to a pre-disastrous condition to be signed off within twenty four (24) hours or sooner from being contacted.
- Depending on the damage a payment and performance bond may be required.
- An estimated completion date for the repair
- Quote will be signed off by the **City Project Manager** and **City Manager** before work may begin.
- A payment and performance bond may be required depending on the damage and type of damage. The City will advise.
- A **final report** will be provided by the contractor to the City **before** final payment:
  - The area/street location and GPS coordinates of repair
  - Photos of **BEFORE** and **AFTER** of damaged location

- A listing of all individuals and equipment used for the repair; work orders, loads, dates, times, amount of damage/debris removal.

### 2.3. Additional Requirements

- A. The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.
- B. The City place significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identifications, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.

### 2.4. Acceptance of Applicable Policies and Procedures

Vendors responding to this RFP agree by submission of such response to accept and comply with the City's policies and procedures that apply to the selection process for this project.

Any concerns, or issues relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

### 2.5. Contract Term

- A. **Initial Term:** Three (3) years from date of executed contract.
- B. **Renewals:** Two (2) three (3) year renewal terms.

### 2.6. Location

Within the City Limits and Utility service areas

## 3. EVALUATION CRITERIA & RANKING PROCESS

- A. **General Ranking.** The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria described in this Section.
- B. **Selection Criteria.** All responses shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the response.

### 3.1. Written Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Technical Depth</b>	Points Based	35 (35% of Total)
2.	<b>Experience and Qualifications of Firm</b>	Points Based	20 (20% of Total)
3.	<b>Experience and Qualifications of Key Project Team</b>	Points Based	15 (15% of Total)
4.	<b>Similar Successful Projects</b>	Points Based	15 (15% of Total)

5.	<b>References</b>  References may be called regarding the level of satisfaction with services rendered by the by the proposing firm, its technical ability, cost, education of and presentation to Governing bodies.	Points Based	10 <i>(10% of Total)</i>
6.	<b>Firm or Project Team Location</b>	Points Based	5 <i>(5% of Total)</i>

### 3.2. Interview Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Overall Impression of Key Team Members</b>	Points Based	25 <i>(25% of Total)</i>
2.	<b>Methodology Presented to Assure Success</b>	Points Based	20 <i>(20% of Total)</i>
3.	<b>Ability to Ensure Success within Time and Budget</b>	Points Based	20 <i>(20% of Total)</i>
4.	<b>Communications</b>	Points Based	15 <i>(15% of Total)</i>
5.	<b>Responses to Questions and Problem Solving</b>	Points Based	20 <i>(20% of Total)</i>

## 4. EVALUATION DOCUMENTS

The services being sought under this RFP are considered to be professional in nature. Consequently, the evaluation of the responses will be based upon consideration of the demonstrated and capabilities of the Contractor that will result in a short list of three firms to be invited for interviews and presentations to the Evaluation Committee. Factors to be considered in the evaluation shall include, but are not limited to the following:

### 4.1. Qualifications and experience of the proposed project team.

- A. Experience and success of past projects
- B. Quality of references comments on project success
- C. Firm or team's experience with projects of similar size and scope of work.
- D. Firm or team's experience with effective budget control.
- E. Firm or team's experience with effective schedule control.

### 4.2. Management Plan

- A. Demonstrated ability to solve project issues
- B. Firm or Contractor's cost management plan during design and construction
- C. Firm or Contractor's approach for managing changes within the stated cost and schedule limitations.
- D. Firm or Contractor's approach for competitively administering and evaluating subcontractor's bid packages.
- E. Firm or Contractor's schedule management plan



- F. Firm or Contractor's quality assurance program and plan
- G. Firm or Contractor's close-out plan

#### 4.3. General Ranking

The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria describe in this Section.

### 5. RESPONSE PACKAGE CRITERIA

#### 5.1. TABLE OF CONTENTS

- A. Materials shall be arranged in the order indicated on the TABLE OF CONTENTS.
- B. Responses should be page numbered to indicate the location for each of the listed items.

#### 5.2. RFP Forms

The RFP forms included in this solicitation and those required to be in your response can be used or a reasonable facsimile. Firms choosing to use a reasonable facsimile of required forms should maintain both the format and content of the provided forms.

#### 5.3. Technical Response

All bid submission shall be made through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>. Contractor's response must contain the following:

- A. Table of Contents
- B. Financial Responsibility. List main banking references
  - Has the firm ever failed to complete any work related to it or been removed from any project awarded to Contractor.
  - List the contact person, address, and phone numbers for the Contractor's bonding company/agent.
- C. Responses to the Evaluation Criteria
- D. Resumes
- E. Licenses
- F. Online Addenda Acknowledgement

#### 5.4. Cover Letter

At the option of the submitting contractor, a cover letter, one page maximum, may be included to serve only as a transmittal document. The optional cover letter shall not include any information to be considered for evaluation by the Selection Committee.

### 6. RESPONSE SUBMITTAL

Responses shall contain the information requested below, in the order shown.

#### 6.1. Qualifications and Experience of Proposed Project Team

1. Describe your firm's proposed organization for the general construction **and/or** construction management team including the superintendent, project manger, project director, cost estimator, project executive, etc. who will manage the project. Please designate the specific individuals to

fill the following key roles on your team:

- Superintendent
- Project Manger
- Cost Estimator
- Project Executive

If this contractor is applying for miscellaneous construction projects, describe your business' make up and project control set up for projects, costs etc.

2. Provide a resume for each of the above personnel and percent of time to be committed to this Project.

3. Identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the City, the Architect, and other project individuals.

4. Provide an organizational chart showing the lines of responsibility and accountability for your team.

#### 6.2. Services-Pre-Construction Phase Services

1. Provide a list of services your business normally provides for construction management or general contractor services.

2. Define value engineering and describe two (2) examples where value engineering was utilized on previous projects.

3. Describe the process to be used to obtain a Guaranteed Maximum Price (GMP) and for providing bonding for this project.

#### 6.3. Management Plan - Construction Phase

1. Describe your cost management plan for controlling cost on this project within the cost limitation during design and construction

2. Describe your change order management plan for managing cost and schedule exposures within the stated limitations

3. Describe your procurement plan

4. Describe your subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution.

5. Describe your closeout management plan for this project.

6. Describe your quality assurance plan for this project.

7. Describe your mold prevention plan.

#### 6.4. Safety

Describe your safety and site logistics plan for these projects.

#### 6.5. Statement of why your firm should be selected

This sections provides each firm the opportunity to provide specific information that differentiates them from others in the competition.

#### 6.6. Approach to Projects and Ability to Furnish Required Services

1. Indicate if services listed in the Scope of Work will be provided by applicant or by sub contractor. When services are to be provided by a sub contractor, include sub contractor's name and specify what services will be provided.

2. Relative to the scope of services for this project, describe the specific abilities of the business. Describe how you plan for the services and how those plans are to be executed. Relevant project experiences include building types and delivery methods relevant to the type of project to be constructed, City Hall, Municipal or similar type of public building construction, utilizing the CM/GC (or performing as general contractor on similar types and sizes of projects).

3. Include any innovative approaches to providing the services to or implementing the project.

4. Briefly describe your Quality Assurance/Quality Control Program

#### 6.7. Ability of Professional Personnel

1. Attach **resumes** only for key personnel of the Project Team, detailing past experiences as it relates to similar types of projects. Resumes should be tailored to reflect relevant experience in projects in scope and complexity to the ones listed for this RFQ.

2. Submit **organizational charts** delineating **key** personnel. Explain their roles in your project organization and how their past experience enhances their roles for these miscellaneous projects.

#### 6.8. Successful Experience with Similar Projects

List a maximum of ten (10) recent projects, during the past five (5) years, to indicate proficiency in similar work. Similar type of construction and contract dollar amount of one (1) million dollars or more, which demonstrates your business's capability to perform the project at hand. These projects should reflect both the business's experience as well as the proposed project team's experience with similar projects. Projects listed should match as closely as possible to the scope of services list in the Scope of Work.

Each project must contain the following information:

- Project Title
- Project Location
- Project Description
- Project Start Date/Completion Date
- Owner's Name and Address
- Contact Person, Phone Number and Email Address
- Were the Contracted Services complete within budget? If not, why.
- Were the Contracted Services completed on time? If not, why.

#### 6.9. Effect of Project Team on Project Responses

1. Define where elements of the work will be performed (city/state), whether performed by prime or sub contractor, and who in your firm's organizational chart will oversee performance of that work.

2. Specify the members of the project team and location for each. Where key personnel are not stationed locally, describe how they will be successfully integrated into the project team for timely coordination on project needs. The Project team location shall be in the greater Tampa Bay region, within eighty (80) mile radius of Zephyrhills.

### 7. ADDITIONAL CONDITIONS

- The City reserves the right to reject any or all Responses received.
- The City is not obligated to request clarifications or additional information but may do so

at its discretion.

- The City reserves the right to extend the deadline for submittals.

#### 7.1. Confidentiality of Documents

Upon receipt of a response through OPENGOV to the City, the response shall become the property of the City without compensation to the proponent, for disposition or usage by the City at its discretion.

#### 7.2. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows: The Contractor and/or Subcontractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the work force of the contractor, or procurement services in connection with these projects.

#### 7.3. Event of Tie

In the event of a tie, if one of the businesses involved in the tie is a minority or female owned, they shall be ranked above the other contractor or contractors involved in the tie.

#### 7.4. Evaluation Committee

The Evaluation Committee desires to review information on the firm's major contractors. The firm is requested to name principal contractors and submit qualifications, including therein all of the information requested of the firm.

### **8. VENDOR REQUIREMENTS AND ACKNOWLEDGEMENTS**

#### 8.1. FEIN Number\*

Enter FEIN Number

\*Response required

#### 8.2. Right to Waive\*

The business responding to this solicitation acknowledges the City reserves the right to waive any response and to reject any or all responses that in its judgement will be in the best interest of the City. The signature of the authorized signatory acknowledges the requirements set forth in this solicitation.

☐ Please confirm

\*Response required

#### 8.3. Are you a Parent Company?\*

Please verify whether you are a Parent Company

☐ Yes

☐ No

\*Response required

When equals "Yes"

8.3.1. Parent Company Name\*

Enter Parent Company Name

\*Response required

When equals "Yes"

8.3.2. Former Parent Company Information, if any\*

Enter Former Parent Company/Companies Names

\*Response required

8.4. Firm Principal Information\*

Enter Name/Title/Phone Number of two Principals in the firm.

\*Response required

8.5. Present Office Locations and Number of Personnel\*

Enter Present Office locations, City/State/Number of personnel for each

\*Response required

8.6. Request for Proposal Confirmation\*

**PROJECT IDENTIFICATION NUMBER: 2025-004**

**PROJECT NAME: General Construction & Construction Management at Risk**

**RFQ DEADLINE: Monday, May 5, 2025, 10:00 am**

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for qualifications is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

☐ Please confirm

\*Response required

8.7. Will you be using subcontractors?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

8.7.1. Subcontractors for this project.\*

Please download the below documents, complete, and upload.

- [FIRM DATA SHEET - SUB-CONSU...](#)

\*Response required

8.8. Public Entity Crimes\*

Please download the below document(s), complete, and upload.

- [PUBLIC ENTITY CRIMES.docx](#)

\*Response required

8.9. Non-Collusive Affidavit\*

Please download the below document(s), complete, and upload.

- [NON-COLLUSIVE AFFIDAVIT.docx](#)

\*Response required

8.10. Drug Free Workplace\*

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that the Firm does:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. 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 pleas of guilty or nolo contendere to, any violation of chapter 893 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.
- E. 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.
- F. 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.

☐ Please confirm

\*Response required

8.11. Statement of E-Verify Requirements Compliance\*

By confirming, I, the duly authorized representative/agent of the firm I am representing for this bid hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of

unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

**IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.**

☐ Please confirm

\*Response required

8.12. Business References - Successful experience with similar projects\*

Please download the below documents, complete, and upload.

- [References.docx](#)

\*Response required

8.13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions\*

By clicking confirm, the prospective Vendor certifies:

- A. By submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- B. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

☐ Please confirm

\*Response required

8.14. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion\*  
Please download the below documents, complete, and upload.

- [Debarment\\_Suspension.docx](#)

\*Response required

8.15. Errors and Omissions\*

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ Yes

☐ No

\*Response required

When equals "Yes"

8.15.1. Explanation of Errors or Omissions Found, if any\*

Enter explanation of errors or omissions found or enter N/A

\*Response required

8.16. Business/Trade Licenses and Certifications\*

\*Response required

8.17. Americans with Disabilities Act of 1990 (ADA)\*

The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012. Et. Seq.) the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☐ Please confirm

\*Response required

8.18. Audits and Inspections\*

Vendors shall permit State and Federal authorized representative(s) to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project. Notification to the City's Project Manager will be made by the Contractor if such requests and access is provided

☐ Please confirm

\*Response required

8.19. Clean Air Act & Federal Water Pollution Control Act\*

The Contractor will comply with all requirements imposed by the CLEAN AIR ACT, codified as 42 U.S.C. 7401 et seq and the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. 1251-1387, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☐ Please confirm

\*Response required



8.20. Copyright Restrictions\*

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

☐ Please confirm

\*Response required

8.21. Not Obligated to Third Parties\*

The City, State and/or Federal agency shall not be obligated or liable hereunder to any party other than the agency in regards to this Project.

☐ Please confirm

\*Response required

8.22. Disadvantaged Business Enterprise (DBE) Policy\*

The Contract agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of this contract.

☐ Please confirm

\*Response required

8.23. Byrd Anti Lobbying Amendment\*

Members/Delegates/Congress/Legislature. Shall not permit a member or delegate to the Congress of the United States or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.

☐ Please confirm

\*Response required

8.24. Byrd Anti-Lobbying Certification\*

Please download the below documents, complete, and upload.

- [BYRD ANTI-LOBBYING CERTIFIC...](#)

\*Response required

8.25. Copeland Anti-Kickback Act\*

This provision prohibits contractors & subcontractors performing work on covered contracts for construction, prosecution, repair, or completion of public buildings, public works or works financed in whole or in part by loans or grants from the United States from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. This also requires contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period

☐ Please confirm

\*Response required

8.26. Small & Minority Business Affidavit\*

Please download the below documents, complete, and upload.

- [Small & Minority Business A...](#)

\*Response required

#### 8.27. Work Hours & Safety Standards Act 40 USC 327\*

You are aware and will comply with the Work Hours and Safety Standards Act (CWHSSA) which provides laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek

☐ Please confirm

\*Response required

#### 8.28. Domestic Preferences\*

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase order for work or products under this award.

☐ Please confirm

\*Response required

#### 8.29. Environmental Regulations\*

The Vendor certifies that the Project will be carried out in conformance with all applicable environmental regulations included in the securing of any applicable permits. The Vendor will be solely responsible for any liability in the event of non-compliance with the applicable environmental regulations, including the securing of any applicable permits, and will reimburse the State and/or Federal agency for any loss incurred in connection therewith.

☐ Please confirm

\*Response required

#### 8.30. Equal Employment Opportunity\*

Take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin.

☐ Please confirm

\*Response required

#### 8.31. Delegates, Congress or Legislature Members\*

The Vendor shall not permit a member or delegate to the Congress of the United States or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.

☐ Please confirm

\*Response required

#### 8.32. Inspector General Cooperation\*

The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes for the

compliance to conduct reviews and evaluations on financial; compliance, electronic data processing and performance audits of and preparation of audit reports of the findings

☐ Please confirm

\*Response required

#### 8.33. Recovered Materials Procurement\*

40 CFR part 247, Section 6002 for Procurement of Recovered Materials states a non-federal entity that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal act, as amended by the Resource Conservation and Recovery Act

☐ Please confirm

\*Response required

#### 8.34. Prohibited Interests\*

“Material interest” means direct or indirect ownership of more than five (5) percent of the total assets of capital stock of any business entity.

The Vendor shall not enter into any subcontract or arrangement in connection with the Project or any property included or planned to be included in the project, with any person or entity who was represented before the Vendor by any person who at the time during the immediately preceding two (2) years was an officer, director or employee of the Vendor.

☐ Please confirm

\*Response required

#### 8.35. Telecommunications. \*

The Contractor will comply with all requirements imposed by FAR 85 FR 53126 Defense Department for the use of covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services

☐ Please confirm

\*Response required

#### 8.36. Rights and Remedies Not Waived\*

In no event shall the making any payment to the Vendor via the City constitute or be construed as a waiver by the State and/or Federal agency of any breach of covenant or any default which may then exist, on the part of the Vendor, and the making of such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the State and/or Federal agency with respect to such breach or default.

☐ Please confirm

\*Response required

#### 8.37. Severability. \*

If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

☐ Please confirm

\*Response required

8.38. Civil Rights Act of 1964\*

The Contractor/Firm will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. Seq), the Regulations of the Federal Department of Transportation

☐ Please confirm

\*Response required

8.39. Civil Rights Act of 1968\*

The Vendor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex and age.

☐ Please confirm

\*Response required

8.40. ADDENDA / QUESTIONS & RESPONSES\*

By clicking on confirm you acknowledge you have downloaded all addendums published and read all questions and responses to this solicitation.

☐ Please confirm

\*Response required

8.41. RFP Acceptance\*

Please download the below document(s), complete, and upload.

- [ACCEPTANCE.docx](#)

\*Response required

8.42. RFP Technical Response\*

Upload your firm's response package.

\*Response required

8.43. Redacted Bid containing any information deemed confidential?\*

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

☐ Yes

☐ No

\*Response required

When equals "Yes"

8.43.1. Upload your redacted copy.\*

\*Response required

8.44. Point of Contact for Solicitation (Name / Email / Phone)\*

\*Response required

#### 8.45. Authorized Signatory

##### 8.45.1. Name and Title of Authorized Signatory\*

Enter the Name and Title of the Authorized Signatory

\*Response required

8.45.2. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract.\*

By clicking confirm the Authorized Signatory is certifying that this Response is made without prior understanding, agreement, connections with any corporation, firm or person submitting a Response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills, the Responder offers and agrees that if the Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

☐ Please confirm

\*Response required

## 9. COST PROPOSAL

### LABOR / WAGE RATES--WORKING HOURS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Insulator	1	HR		
2	Brick Layer	1	HR		
3	Fencing - Worker	1	HR		
4	Fencing - Foreman	1	HR		
5	Roofer	1	HR		
6	Roofer - Foreman	1	HR		
7	Carpenter	1	HR		
8	Electrician	1	HR		
9	Plumbing	1	HR		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	AC/HVAC	1	HR		
11	Equipment Operator - Heavy	1	HR		
12	Equipment Operator - Light (Backhoe, Skid, Loader)	1	HR		
13	Laborer	1	HR		
14	Millwork	1	HR		
15	Painter	1	HR		
16	Sheet Metal Worker	1	HR		
17	Sprinkler Installer	1	HR		
18	Fire Alarm Systems	1	HR		
19	Tile Layer	1	HR		
20	Welder	1	HR		
21	Sewer Pipe Cleaner	1	HR		
22	Flag Person / MOT	1	HR		
23	Utility / Underground Laborer	1	HR		
24	Supervisor	1	HR		
25	Foreman	1	HR		
26	Helper - Labor Only	1	HR		
27	Backflow Technician	1	HR		
<b>TOTAL</b>					

## EQUIPMENT USEAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Man Lifts	1	HR		
2	Telescoping boom Man Lifts with PlatForm	1	HR		
3	Bucket Trucks	1	HR		
4	Air Compressors - Under 1000 CFM	1	HR		
5	Air Compressors - Over 1000 CFM	1	HR		
6	Steel Roadway Plates	1	HR		
7	Earthmoving Equipment	1	HR		
8	Skid Steer Loaders	1	HR		
9	Bulldozers	1	HR		
10	Hydraulic Excavators with Operator	1	HR		
11	Mini Excavators with Operator	1	HR		
12	Loader-Backhoes with Standard Bucket	1	HR		
13	Loader-Heavy Duty Construction	1	HR		
14	Tractors	1	HR		
15	Trench Boxes/Trench Shields	1	HR		
16	Road Graders	1	HR		
17	Portable Sediment Tank	1	HR		
18	Tripod Mounted Floodlights	1	HR		
19	Trailer Mounted Floodlights	1	HR		
20	Generator - Portable - Gas or Diesel	1	HR		
21	Generator - 13000 Watt	1	HR		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	Transformer - Step Down	1	HR		
23	Portable Panel	1	HR		
24	Fusible Disconnect - Portable	1	HR		
25	Back Hoe with Operator	1	HR		
26	Transfer Switch - Portable	1	HR		
27	Metal Fabrication/Welding with Operator	1	HR		
28	Mowers - Walk Behind - Lawn	1	HR		
29	Mowers- Walk Behind - Deck Mower	1	HR		
30	Hydraulic Jacks - Manual	1	HR		
31	Hydro Tank - 1500 Gallon Temporary	1	HR		
32	Hydro Tank - 3000 Gallon Temporary	1	HR		
33	Hydro Tank - 10000 Gallon Temporary	1	HR		
34	Aerator for Ground Storage Tank	1	HR		
35	Infiltrator MH Leak Stop Plus Labor	1	HR		
36	Concrete Mixer with Crew - Portable	1	HR		
37	Sand Blast Trailer Rig with Crew	1	HR		
38	Compactor with Operator	1	HR		
39	Pressure Washers - 2000 - 3500 PSI	1	HR		
40	Vacuums - High Volume	1	HR		
41	Floor Drying Fans - Portable	1	HR		
42	Roof Swing Hoist	1	HR		



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
43	Portable Trash Pumps - Gas Powered	1	HR		
44	Submersible Pumps - 3 Phase	1	HR		
45	Suction Hose with Couplings	1	HR		
46	Sewage Bypass Pump with Hoses	1	HR		
47	Discharge Hose with Couplings	1	HR		
48	HDPE Pipe with Couplings	1	HR		
49	Air Handling Unit	1	HR		
50	CCTV Camera Trailer with Operator	1	HR		
51	Trucks - Rear Dump with Crew	1	HR		
52	Trucks - Vacuum - 2 man crew	1	HR		
53	Trucks - Water with operator	1	HR		
54	Trucks - Boom with operator	1	HR		
<b>TOTAL</b>					

### CONSTRUCTION FACILITIES

Line Item	Description	Unit of Measure	Percentage
1	Field Office & Sheds	LS	
2	Storage Containers	LS	
3	Sanitary Facilities	LS	
4	Temporary Ramps	LS	
5	Temporary Scaffolding and Platforms	LS	
6	Temporary Erosion and Sediment Control	LS	

Line Item	Description	Unit of Measure	Percentage
7	Temporary Storm Water Pollution Control	LS	

### TRAFFIC CONTROL

Line Item	Description	Unit of Measure	Percentage
1	Portable Signs and Message Displays	HR	
2	Temporary Barriers - FDOT Type K	HR	

### FENCING

Line Item	Description	Unit of Measure	Percentage
1	Temporary Fencing - 6' Chain Link Fencing (up to 6 mos)	LF	
2	Temporary Fencing - 6' Chain Link Fencing (6-12 mos)	LF	
3	Temporary Fencing - 6' Chain Link Fencing (>12 mos)	LF	
4	Fencing - Vinyl - 6'	LF	
5	Fencing - Chain Link 4'	LF	
6	Fencing - Chain Link 6'	LF	
7	Fencing - Airport 6' with barb wire on top	LF	

### EXECUTION AND CLOSEOUT REQUIREMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Equipment Delivery; Pickup; Mobilization and Demobilization	1	EA		
2	Site Maintenance	1	EA		
3	Construction Waste Management and Disposal	1	EA		
<b>TOTAL</b>					

### MATERIALS

Percentage of Markup on Material Cost

Line Item	Description	Unit of Measure	Percentage
1	Fencing	EA	
2	Roof Shingles	EA	
3	Roof Metals	EA	
4	Air Conditioner / HVAC	EA	
5	Electrical	EA	
6	Plumbing	EA	
7	Doors / Frames / Hardware - Interior	EA	
8	Doors / Frames / Hardware - Exterior	EA	
9	Windows / Frames / Hardware	EA	
10	Roll Doors - Metal	EA	
11	Wall / Drywall / Plaster	EA	
12	Pipes - 8"	EA	
13	Pipes - 10"	EA	
14	Pipes - 12"	EA	
15	SCADA	EA	
16	Floors - Vinyl	EA	
17	Floors - Wood	EA	
18	Floors - Tile	EA	
19	Appliances	EA	
20	Landscaping	EA	
21	Concrete - Blocks	EA	

Line Item	Description	Unit of Measure	Percentage
22	Concrete	EA	
23	Pavers	EA	
24	Carpet	EA	
25	Demolition - Commercial	EA	
26	Demolition - Residential	EA	
27	Insulation	EA	
28	Blasting Sand	EA	
29	Other	EA	
30	Other	EA	
31	Other	EA	

#### OTHER - EQUIPMENT OR SERVICES

Line Item	Description	Unit of Measure	Percentage
1	Set Up Fees	EA	
2	Payment and Performance Bonds	EA	

#### LABOR / WAGE RATES--AFTER HOURS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Insulator	1	HR		
2	Brick Layer	1	HR		
3	Fencing - Worker	1	HR		
4	Fencing - Foreman	1	HR		
5	Roofer	1	HR		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Roofer - Foreman	1	HR		
7	Carpenter	1	HR		
8	Electrician	1	HR		
9	Plumbing	1	HR		
10	AC/HVAC	1	HR		
11	Equipment Operator - Heavy	1	HR		
12	Equipment Operator - Light (Backhoe, Skid, Loader)	1	HR		
13	Laborer	1	HR		
14	Millwork	1	HR		
15	Painter	1	HR		
16	Sheet Metal Worker	1	HR		
17	Sprinkler Installer	1	HR		
18	Fire Alarm Systems	1	HR		
19	Tile Layer	1	HR		
20	Welder	1	HR		
21	Sewer Pipe Cleaner	1	HR		
22	Flag Person / MOT	1	HR		
23	Utility / Underground Laborer	1	HR		
24	Supervisor	1	HR		
25	Foreman	1	HR		
26	Helper - Labor Only	1	HR		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
27	Backflow Technician	1	HR		
<b>TOTAL</b>					