

# PENSACOLA STATE — COLLEGE —

## RFQ 1– 2012/2013

### Request for Qualifications for Construction Manager at Risk Services for the Remodeling of the Student Services Building 3600, Warrington Campus

September 10, 2012

TO: Potential Participants

Pensacola State College (hereinafter referred to as the College) is soliciting responses to a Request for Qualifications for Construction Manager at Risk Services for the referenced project.

Carefully review this Request for Qualifications, it provides specific information necessary to aid participating firms in formulating a thorough response. **Should you elect to participate, complete an original and the required copies of the requested information and return submittals in a sealed box/envelope. Statement of qualifications, consisting of one original and five copies shall be hand delivered and will be accepted until 3:00 p.m. local time on October 10, 2012 at the office of Cassie Boatwright, Director of Purchasing and Auxiliary Services, Pensacola State College, Barfield Administration Building No. 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998. Submissions must be clearly marked with name of firm and RFQ 1 - 2012/2013**

**Late or incomplete responses will not be accepted.**

Respondents are fully responsible for obtaining the complete solicitation, Addenda (if applicable), Notices of Public Meetings and other information by visiting our web site:

[http://www.pensacolastate.edu/purchasing/current\\_solicitations.asp](http://www.pensacolastate.edu/purchasing/current_solicitations.asp)

Official notice of final selection results will be by electronic posting at referenced site. Failure to file a protest within the time prescribed in Section 120.57(3), F.S. shall constitute a waiver of proceedings under Chapter 120, F.S. Pensacola State College reserves the right to waive any informality in selection process when such waiver is in the best interest of the College and to reject any or all Statement of Qualifications.

The name of the vendor and other information may be disclosed at a public proposal opening. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful contractor shall understand that portions (potentially all) of their submittal (including any final contracts) will become public record after its acceptance by The District Board of Trustees of Pensacola State College.

If you have any questions, email me at [cboatwright@pensacolastate.edu](mailto:cboatwright@pensacolastate.edu).

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Cassie Boatwright  
Director, Purchasing and Auxiliary Services

**RFQ 1–2012/2013**

**Request for Qualifications for Construction Manager at Risk Services for  
the Remodeling of the Student Services Building on the Warrington Campus,  
Pensacola State College**

**DUE DATE: 3:00 p.m. local time on October 10, 2012**

**Section 1**

**OVERVIEW**

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**A. General Information and Summary**

Pensacola State College is requesting submittals from qualified Construction Management firms that are interested in providing professional construction management services for this project. The College has contracted with Heffernan, Holland, Morgan Architecture, Pensacola FL for architectural services for the project. The College intends to enter into a contract with the selected Construction Management firm for Preconstruction and Construction Phase Services associated with the project.

The scope of the project includes the remodeling of approximately 23,000 GSF of the interior of the Student Services Building 3600.

Total project cost for planning, design, and construction of the projects is approximately \$1.2 million. If your firm has demonstrated expertise and success in delivering projects of this magnitude and complexity you are encouraged to submit your firm’s qualifications for consideration and possible award of GMP contract upon successful completion of negotiations.

The College does not pay federal, excise, and state sales taxes. The applicable tax-exempt numbers are: Florida Sales Tax: 85-8012557294C-2 and FEID #: 59-1207555

**B. Timetable**

The anticipated schedule and deadlines for this solicitation and contract award are projected as follows:

<b>Activity</b>	<b>Time Central Time</b>	<b>Date</b>
Issue RFQ	-	September 10, 2012
Questions due	4:00 pm	September 25, 2012
Questions answered by	4:00 pm	October 2, 2012
<b>Submittal due date</b>	<b>3:00 pm</b>	<b>October 10, 2012</b>
Public evaluation of submittals by Committee	1:00 pm	October 18, 2012
Oral Presentations or discussions, if applicable	Pending	Week of October 29, 2012

**C. Contact Person**

**The purchasing representative and sole contact for this solicitation is:**

Cassie Boatwright  
Director, Purchasing and Auxiliary Services  
1000 College Blvd, Pensacola, FL 32504  
850.484.1794/850.484.1839 (fax)  
[cboatwright@pensacolastate.edu](mailto:cboatwright@pensacolastate.edu)

**Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with College personnel related to this solicitation is permitted. All communications are to be directed to the Director, Purchasing and Auxiliary Services listed above. Any such unauthorized contact may result in the disqualification of the Respondent's submittal.**

Respondents are fully responsible for obtaining the complete solicitation, Addenda (if applicable), Notices for Public Meetings and other information, by visiting our web site:

[http://www.pensacolastate.edu/purchasing/current\\_solicitations.asp](http://www.pensacolastate.edu/purchasing/current_solicitations.asp).

It is recommended that you bookmark this web site and visit it frequently.

Explanation(s) desired by respondent(s) regarding the meaning or interpretation of this solicitation must be requested from Cassie Boatwright, by Email prior to the deadline date, as stated in above "B. Timetable". The explanation response will be issued in the form of an Addendum and posted to web site identified above.

Any changes or clarifications to requirements resulting from written questions shall be issued by official addenda. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the College in the official addenda format. Where there appears to be a conflict between the solicitation and any addenda issued, the last written addenda issued shall prevail.

**D. Response Submission**

Submit one (1) original and five (5) hard copies of your response. The original response shall contain the original manual signature of the authorized person submitting the response. Failure to include the original and all signed copies shall be grounds for rejection of your response without further evaluation.

**Note: It is Mandatory the Proposers shall submit one (1) original hardcopy, five (5) additional copies and one (1) Compact Disc (CD) or flash drive in PDF format of the complete proposal, with all supporting documentation in a sealed envelope/container marked with the Proposer's name, return address, RFQ number, title, due date and time.**

**Submittals including the signed Affidavit form must be received by the Pensacola State College Office of Purchasing and Auxiliary Services on the due date and time as stated in the above "B Timetable". See Section IV Submittal Information and Instructions for more information.**

## INSURANCE REQUIREMENTS

### E. Insurance Required

1. The Contractor shall maintain the following insurances with a company or companies lawfully authorized to do business in Florida, and with an A.M. Best rating of no less than A, X. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalents. The insurance policies shall require that the insurer shall provide at least thirty (30) days written notice to the College if a policy is to be canceled or the coverage hereunder reduced before the expiration date thereof and Contractor shall provide the College with a copy of an endorsement to the policy evidencing the same. The insurance required hereunder shall be carried by the Contractor at least until the Project is finally completed and accepted by the College.
2. Deductibles under these liability policies shall not exceed \$5,000.00. The College shall not be liable for amounts that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance
3. Workmen's Compensation Insurance: The Contractor shall provide for all employees directly employed by the Contractor, as required by Chapter 440, Florida Statutes, for work under this Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by protection afforded by the Contractor. Workmen's Compensation shall meet the requirements of the "Florida Workmen's Compensation Law".
4. Automobile Liability Insurance: The Contractor shall provide automobile liability insurance which shall protect the Contractor and subcontractors performing work covered by this Contract from claims for damages for personal injury, bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under this Contract, whether such operations be by himself or any subcontractor, or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance shall be \$200,000 per claimant; \$300,000 per incident or occurrence.
5. Public Liability Insurance: The Contractor shall provide a commercial general liability insurance policy which has liability limits of at least \$1,000,000 per occurrence for bodily injury, death and property damage. The District Board of Board of Trustees, Pensacola State College shall be named as additional insured on such policy and the policy shall provide cross liability coverage. Such insurance policy shall protect Builder from claims which may arise whether such claims may arise out of the operations of the Contractor or by anyone directly or indirectly employed by the Builder. In addition, the policy shall contain the following endorsements (i) "XCU" (explosion, collapse, underground damage) for those classifications excluded under the policy and (ii) contractual liability. Broad from property damage endorsement shall be included as additionally insured, the District Board of Trustees, Pensacola State College, Pensacola.
6. Builders Risk Insurance: The Contractor shall provide builder's risk insurance, at replacement cost, covering the full value of the construction being performed, including where applicable, the existing structure. Such policy shall be written on causes of loss special form policy, and shall include coverage for reasonable compensation for the Architect/Engineer's services and expenses required as a result of such insured loss. This insurance shall insure the interests of the Contractor, subcontractor and sub-subcontractor in the Work. Property covered by the insurance shall include temporary building(s) or structure(s) at the Project site, other than any of Contractor's office trailer(s). In addition, such insurance shall cover portions of the Work stored off the site, after written approval from the College, at the value established in the approval, and portions of the Work in transit. The District Board of Board of Trustees, Pensacola State College

shall be named as additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interests endorsement.

The deductible under the policy shall not exceed \$5,000.00. The College shall not be liable for amounts that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

When the Work includes the repair, removal, installation and/or testing of live steam boilers, valves, pipes or lines, then such insurance shall include boiler and machine coverage, written on an ISO form or its equivalent.

A loss or losses insured under this insurance policy shall be adjusted by the Contractor and its insurance company. The Contractor shall repair or replace the damaged property with the proceeds from the builder's risk policy. The Contractor shall be responsible for all damages and necessary repairs whether or not the loss is covered by the builder's risk policy.

7. Owner's Protective Liability: The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with not less than the following limits:

Personal Injury Liability: \$500,000 Each Person and \$1,000,000 Each Occurrence

Bodily Injury Liability: \$500,000 Each Person and \$1,000,000 Each Accident

Property Damage Liability: \$100,000 per Claimant and \$500,000 per Occurrence."

A copy of the policies shall be filed with the Owner, with the signed construction contract. This insurance shall include the interests of the Owner, the Contractor, Subcontractor, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment.

## **Section II**

### **Project Overview**

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The College and its Facilities Planning and Construction Department are responsible for managing the design and construction of this project.

This project will include Owner Direct Purchases to take advantage of the college's tax-free status and these purchases will be scheduled, coordinated and accommodated by the Construction Manager on behalf of the College.

#### **A. Project Delivery Method**

The project team will expedite the completion of the project while maintaining high levels of design, quality and cost control. The Construction Manager (CM) pre-construction services will provide cost and constructability support to the design process. CM involvement at the design stage of the project will be required to create positive and productive partnerships and complete design with a high level of confidence in project affordability.

#### **B. Project Schedule**

The Architects will have prepared a Preliminary Total Project Schedule. The CM will be responsible for reviewing and incorporating milestones for project delivery in accordance with this projected completion date.

**C. Stated Cost Limitation**

The total estimated cost for the project is \$1.2 million.

**D. Form of Agreement**

The agreement between the Owner and the CM will be a form of agreement where the basis of payment is the cost of the work plus a fee which will be converted to a Guaranteed Maximum Price (GMP) upon substantial completion of the contract documents and successful negotiations with the CM. The Project will be “open book” with all savings, including unused contingency, returned to the Owner.

**E. Public Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signing and submitting the Submittal Affidavit Form, bidder attested that they have not been placed on the “Convicted Vendor List”.

**Section III**

**Scope of Services**

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Initial Construction Management services shall consist of pre-construction services during the planning and design phase. The College intends to retain the same construction manager for the construction phase of the project. The CM will work in concert with the College and the A/E towards the successful completion of the project on schedule, within the stated cost limitation, in compliance with the contract documents, and adhering to the requirements of the authorities having jurisdiction.

The CM through in-house staff and subcontractors/contractors will serve as a Construction Manager/Contractor and provide all construction management services and activities necessary for the construction and occupancy of the project.

The services described in this Request are representative of the services required. A comprehensive specification of the scope of services required will be stated in the final agreement between the College and CM.

**A. Construction Management Services to be provided**

**1. Design Phase**

Design Phase Services shall include, but are not limited to the following:

- Work with architect’s team, College personnel and College’s Building Code Official to determine affordability and constructability.
- Submit for approval by the Architect and the College’s Representatives applicable cost and time savings incentive programs.
- Review design documents at various stages of development and provide value-engineering recommendations as necessary.
- Review design documents to minimize errors and omissions.
- Prepare cost estimates and update as needed up to establishing the Guaranteed Maximum Price.
- Coordinate with Architect to finalize the construction documents.
- Prepare for approval a schedule of proposed hourly rates to be used in assessing the Construction Manager’s fixed fee for his pre-construction services.

- Review the current budget issues and guarantee a maximum price based on the one hundred percent (100%) complete Construction Documents and successful negotiations with the Owner. The Guaranteed Maximum Price will include the Construction Manager fees for their construction services and all other project related construction costs.
- Establish the master project schedule identifying all different phases and all milestone items.

## **2. Bidding and Award Phase Services**

Any costs associated with Bidding and Award Phase Services should be included in General Conditions costs negotiated as part of the GMP.

Bidding and Award Phase Services shall include, but are not limited to the following:

- Develop bidding requirements necessary to assure time, cost and quality control during construction.
- Advertise and distribute bidding documents for subcontractor participation.
- Schedule and conduct pre-bid conferences in conjunction with the Architect.
- Monitor bidder activity to insure adequate contractor and vendor participation.
- Receive and analyze bids for presentation to the project team.
- Reconcile variations between bids and the construction budget.
- Contract with successful bidders for construction.
- Establish the final GMP upon completion of subcontractor bid process.

## **3. Construction Phase Services**

Construction Phase Services shall include, but are not limited to the following:

- Develop requirements for safety, quality assurance, and schedule adherence.
- Schedule and conduct pre-construction conferences in conjunction with the Architect.
- Maintain on-site staff for construction management.
- Maintain a system for tracking the timely submittal, review and approval of submittals.
- Coordinate, conduct and document regular construction meetings.
- Prepare and submit change order documentation for approval of the Architect and the Owner.
- Maintain on-site records and submit monthly progress reports to Architect and the Owner.
- Maintain quality control and ensure conformity to contract documents.
- Administration of the construction contract and reconciliation with the construction budget.
- Arrange for and comply with permits and inspections required by authorities having jurisdiction.
- Develop and maintain a detailed design and construction schedule (CPM) indicating sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
- Documentation of activities associated with the administration, management and construction of the project.
- Monthly certification of all work in place and approval of all contractor and vendor payment requests.
- Develop record documents for presentation to the Owner upon project completion.
- Coordinate, schedule and document the ordering of equipment and materials for construction utilizing the Owner Direct Purchasing program.

## **4. Closeout and Warranty Phase Services**

Closeout and Warranty Phase Services shall include, but are not limited to the following:

- Resolution of punch-list items.
- Coordinate post-completion activities, including commissioning, the assembly of guarantees, manuals, closeout documents, as-built documents, training, and the College's final acceptance.
- Monitor, coordinate and resolve all warranty complaints to the satisfaction of the College during the one-year general warranty period.

## **B. Architect/Engineer Services**

The Owner has contracted with Heffernan, Holland, Morgan Architecture to provide Architect/Engineer Services for the project. The A/E shall retain all normal architectural responsibilities for professional design, cost control, schedule and quality assurance including normal construction administration services as called for in their contract with the College.

## Section IV

### Submittal Information and Instructions

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#### Submittal Information

- Submittals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- Original response is to be submitted in a three ring binder with the appropriate tab identification as requested within this solicitation. All copies must be securely bound with appropriate tab identification.
- The outer carton of the response shall include the solicitation number and name, and due date.
- Responses must be complete and shall not refer the College to electronic media such as their website, CD's, disks, or tapes in order to obtain the required information or submittals.
- Information submitted that is not requested by the College may be considered to be supplemental, and not subject to evaluation.
- For any requested information or required submittals which cannot be incorporated into the binder due to size or binding, provide information following the numbered tab, identifying where the information can be found in the response.
- All required signed and completed copies of the response with the signed Affidavit Form must be delivered to:

PENSACOLA STATE COLLEGE  
Purchasing and Auxiliary Services  
Bldg. 7, Room 737  
1000 College Blvd.  
Pensacola, FL 32504

- **CAUTION: The executed Affidavit Form (Attachment "A") must be signed and submitted as part of your response. Failure to do so shall disqualify your response.**
- **See Attachment B for Additional Information and General Conditions**

#### Submittal Instructions

Respondents shall format their responses utilizing the following tab and topic numbering system with requested information contained in each. Failure to comply may result in a negative review of your response and may place your response in jeopardy.

Submittal must be complete; partial or incomplete responses will not be considered. Responses should be concise, clear and relevant. The use of photos or other graphics is optional. Submittals must be in standard 8.5"x11" format and must be submitted in three-ring binders with the appropriate tab identification.

Short-listed firms will have an opportunity to provide additional, relevant information during the interview state of the selection process.

All Statements of Qualifications submitted in response to this RFQ, presentation, attendance and visits to the College must be at the sole expense of the Firm, whether or not any contract is signed as a result of this RFQ.

#### **Tab A Essential Documents**

Signed affidavit (Attachment A) and signed addenda (if applicable)

Copy of professional license granted by the State of Florida and other appropriate governing bodies.

Documented ability to obtain necessary bonding for project. **Performance and payment bonds will be required when the actual cost of construction is determined, after bids are received, and prior to construction.**

Certificates of insurance confirming current worker's compensation, public liability and property damage insurance as required by law.

A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.

#### **Tab B Description of Firm**

Provide basic information including the name of the firm; street, mailing and e-mail addresses; telephone and fax numbers; and a primary contact relative to this submittal. Provide the number of years the firm has been in business, form of ownership and the state of residency or incorporation. If the firm has multiple offices, primarily include information about the office that will provide the project services. Provide the firm's organization chart. Describe the history and growth of your firm as succinctly as possible; including the firm's current position in the construction market and detail the firm's core values and vision. Explain why you are interested in this project.

#### **Tab C Experience**

Describe project experience with college or similar clients in which the CM @ Risk approach proved successful. Describe any experience on similar size projects where the firm provided comprehensive construction management services and furnish at least three (3) references, including project name and services provided for each reference.

Provide a list of construction projects completed within the past five (5) years, including dates, client, and approximate dollar value, and size.

Project examples shall have been constructed by the office or project team submitting qualifications. Provide a description of the project services provided by your firm and a statement of performance relative to budget, schedule and change orders. Furnish letters of reference from the client and the Architect for each example where possible. Before submitting, please verify the accuracy of all reference information.

#### **Tab D Personnel**

Provide general information about the firm's personnel resources, including trade classifications, number of employees, locations and staffing of offices. Include more detailed information for key personnel proposed to be involved in this project. Key personnel should include the executive in charge, senior project manager, project manager, estimator, project

superintendent and project engineer. Summarize the qualifications and experience of proposed key members of the CM team in regard to similar projects. List the names and services to be performed by any additional firms that may be utilized in the execution of CM services.

Project Team – Furnish an organizational chart for the CM's proposed project team. Identify members of the project team and their responsibilities on the project. Provide resumes for the following key personnel that you are proposing for construction services: executive in charge, senior project manager, project manager, cost estimator, construction superintendent, project engineer and major consultants. Highlight professional qualifications and relevant individual experience. The College must approve any subsequent substitutions of key team members.

**Tab E Safety Information**

Confirm the existence of a comprehensive safety program and briefly describe how it has been effectively used. Provide your Emergency Modification Rate (E.M.R.)/accident rate for the past three years. List the contact persons, addresses, and phone numbers for the firm's insurance carrier and agent.

**Tab F Construction Management Plan**

Identify the individual who will be the leader of your construction team, for the entire project, and the principal point of contact between your firm, the College, the Architect and other consultants. This individual's competence, leadership and ability to achieve customer satisfaction will be heavily considered in the selection of a CM. Describe your firm's approach to managing the project and the challenges specific to this delivery method. Describe your firm's approach to quality assurance and any quality assurance programs currently in place. Describe how you plan to approach negotiations to arrive at a successful GMP, CM fee, and General Conditions costs. Describe your firm's cost control systems during construction. Describe your position on sharing with or returning cost savings to the College through the course of competitive bidding subcontractors and general savings on contingency accounts. Describe the type of procedures your firm would implement to insure the prompt and expeditious completion of the punch list and other project closeout activities.

**Tab G Owner Direct Purchases**

Describe your firm's experience with managing Owner Direct Purchases as an integral part of the acquisition of materials and equipment during project construction. Reference this same experience as it applies to personnel proposed to provide leadership and administration of this project

## Section V

### EVALUATION, NEGOTIATION, AND CONTRACT AWARD

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#### EVALUATION PROCESS AND CRITERIA

Each response will be reviewed by the Purchasing Department to determine whether it is responsive to the submission requirements outlined in this solicitation. A responsive submittal is one which has followed the requirements of the solicitation, includes all documentation (including, but not limited to, the signed Affidavit Form), is submitted in the format outlined in the solicitation, was submitted prior to the due date and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as “non-responsive”.

Submittals fulfilling the basic requirements shall be referred to the Evaluation Committee for review and further consideration. Responses will be independently evaluated by Evaluation Team Members on the basis of the written responses and additional written information as requested. The evaluation will utilize the following broad scoring categories:

<b>EVALUATION CRITERIA</b>	<b>Weights</b>
1. Description of Firm	5%
2. Ability to Provide Responsive Service	25%
3. CM @ Risk Firm Experience	20%
4. Personnel	20%
5. Safety	5%
6. Construction Management Plan	20%
7. Owner Direct Purchases Program	5%

The Evaluation Team will review the responses and assign a score to each category for each Respondent. The scoring by each member of the evaluation team will be aggregated to establish an overall ranking of every Respondent by the Team.

The Purchasing Department representative will facilitate and record the rank order assigned by each evaluator and then an overall Committee ranking will be established for each Respondent. Total scores will be used to break a tie in ranking.

All Respondents are hereby advised that the College may determine that oral interviews, additional written information, internal staff analysis and presentations, outside consultants, and/or any other information may be requested at any time during the evaluation process in order to assist with the selection of the Best Value Respondent(s). The Evaluation Committee may determine as a result of additional information that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the Committee.

A short-list of at least three respondents may be selected to participate in interviews with the Evaluation Team. Evaluation Team members will score the short-listed firms based on refined criteria during the firm's presentation. The College will award based on ranking. Total scores will be used to break a tie in the ranking.

#### NEGOTIATIONS AND CONTRACT AWARD

At the conclusion of the interviews, the College intends to negotiate with the top ranked firm to provide for preconstruction fees and construction related services to include profit, overhead and direct management costs in order to establish a guaranteed maximum price.

The College will not enter into joint-venture agreements with multiple Construction Management firms. If two or more firms desire to joint-venture, it is required that one incorporated firm become the Construction Management firm with the remaining firms being consultants.

If the College is unable to negotiate a satisfactory contract with the highest scoring or top ranked firm, it will terminate negotiations with that firm and may undertake negotiations with the next highest score or ranking. This process will continue until the College is able to negotiate a satisfactory contract.

Failing to do so, the College may select additional firms, reinstate negotiations following the original order of priority, award without negotiation or may withdraw this solicitation and pursue a design-bid-build model without attempting to negotiate with all responding firms as deemed in the best interest of the College.

The College reserves the right to reject any and all submittals or portions thereof. The College reserves the right to withdraw this solicitation or a portion of this solicitation without making an award. The award recommendation will be made on a Best Value basis.

Representatives of the respondent(s) selected to participate in negotiation(s) shall be first **required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the offeror's best and final offer.** Such authorization will be requested immediately after the ranking of the respondents, and the provision of such authorization will be a prerequisite to continuation in the negotiation process. Company negotiators shall enter the negotiations prepared to speak on behalf of the company. The College reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Companies are reminded that the College may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

Time is of the essence and therefore the College retains the right to cease negotiations with any/all firms that do not respond to negotiation issues on a timely basis. The College may reject offers that are determined to not be reasonably supportable. The College reserves the right to select, and subsequently recommend for award, the firm which best meets its required needs, quality levels, and budget constraints.

If the College determines that a company awarded a contract based on this solicitation does not honor all agreements reached during the negotiations, and as contained in the subsequent "Best and Final Offer", the College reserves the right to immediately cancel the award, and to place the company on the College's suspended contractor list.

This RFQ, in entirety, is to be incorporated by reference and will become part of any contract awarded as a result of this RFQ. In the event the language in the contract itself should conflict with the terms of the RFQ, the contract shall prevail. There is no obligation on the part of the College to enter into any contract as a result of the RFQ. The College reserves the right to enter into one contract with a single vendor for all services, or award multiple contracts to multiple vendors, whichever is in the best interest of the College and based on the criteria listed in this RFQ.

**Please Note:**

**Pensacola State College welcomes and appreciates your firm's interest and response to the Request for Qualifications. This project is of such magnitude and importance to the College and the region that its design and construction will best be served by a collaborative partnership between college staff, design architects, and an experienced construction manager dedicated to deliver a quality and timely project to the College Community.**

**ATTACHMENT A**

**RFQ 1 - 2012/2013**

**AFFIDAVIT FORM  
PENSACOLA STATE COLLEGE  
NOTICE TO PROFESSIONAL CONSULTANTS**

**SUBMITTAL DUE DATE: October 10, 2012 at 3:00 p.m. Local Time**

I understand that the Submittal is due no later than the due date and time as stated above, and that it is my responsibility for the Submittal and all required documents to be received by Pensacola State College Department of Purchasing and Auxiliary Services prior to this date and time. I certify that this Submittal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Submittal for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this Submittal for the Respondent and that the Respondent is in compliance with all requirements of the application, including but not limited to certification requirements. In submitting an application to Pensacola State College, the Respondent offers and agrees that if the Submittal is accepted, the Respondent will convey, sell, assign or transfer to Pensacola State College all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities purchased or acquired by Pensacola State College. At Pensacola State College discretion, such assignment shall be made and become effective at the time Pensacola State College tenders final payment to the Respondent.

**Authorized Signature:** \_\_\_\_\_

Printed Authorized Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Federal Employer ID #: (9 digits) \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Toll free # \_\_\_\_\_

Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Is your firm a Florida Certified Minority Business? \_\_\_\_\_ YES \_\_\_\_\_ NO

## ATTACHMENT B

### RFQ 1– 2012/2013

#### ADDITIONAL INFORMATION AND GENERAL CONDITIONS

##### I. RFQ INFORMATION

###### A. RFQ SUBMISSION

The required copies of the RFQ Response with the signed Affidavit form must be received by Pensacola State College Department of Purchasing and Auxiliary Services no later than the due date and time as stated in the "B Timetable" shown in this RFQ.

Each Response is to be submitted in a three ring binder with the appropriate tab identification as requested. Responses are to be submitted in a sealed container.

Hand-carried Responses must be received at the above address ONLY between the hours of **8:00 a.m.** and **4:00 p.m.** local time, Mondays through Thursday, excluding holidays. If delivered on the due date, the Response must be received in the Pensacola State College Department of Purchasing and Auxiliary Services before **3:00 p.m. October 10, 2012 Local Time.**

It is the Respondent's responsibility to assure that the Response is delivered no later than the date and time specified. Respondents are responsible for informing any commercial delivery services, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper of the envelope or container used by such service. Responses by facsimile, telegram or telephone ARE NOT ACCEPTABLE.

When documents require a signature, they must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the respondent, and the company's corporate seal must be affixed to said document.

###### B. NO RESPONSE

If not submitting a Response to this RFQ, respond by returning only the Affidavit Form, (Attachment "A"), marking it "NO RESPONSE," and explaining the reason in the space provided and return by fax to 850-484-1839. Failure to respond to a procurement solicitation without giving reason(s) for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid, may be cause for removal of the respondent's name from the distribution list for future solicitations.

###### C. EXECUTED AFFIDAVIT FORM

**The Affidavit Form (see Attachment "A") must be signed and made part of the complete Response package.** An unsigned form will be cause for your Response to be considered non-responsive. Respondent must acknowledge that the Response is based upon all terms and conditions set forth in the RFQ and specifically agrees to provide service in the manner set forth in this RFQ.

###### D. MODIFIED RESPONSE

Respondents may submit a modified Response to replace all or any portion of a previously submitted Response up until the Due Date. The Evaluation Team will only consider the latest version of the Response.

**E. WITHDRAWAL OF RESPONSE**

The Response shall be irrevocable until contract award unless the Response is withdrawn in accordance with the provisions of this paragraph E. A Response may be withdrawn only by written request and only (i) prior to the Due Date or (ii) upon the expiration of 90 days after the Due Date, provided no award has been made.

**F. LATE RESPONSES, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Responses received after the due date and time is late and will not be considered. Modifications received after the due date are also late and will not be considered unless solicited by Pensacola State Department of Purchasing and Auxiliary Services in writing. Letters of withdrawal received after the due date but prior to the expiration of 90 days after the due date (provided no award has been made) are late withdrawals and will not be considered.

**G. RFQ POSTPONEMENT/CANCELLATION**

Pensacola State College may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this RFQ; postpone or cancel the RFQ process; or waive any irregularities in the responses received as a result of this RFQ.

**H. COSTS INCURRED BY RESPONDENTS**

All expenses involved with the preparation and submission of a Response to Pensacola State College, or any work performed in connection therewith, shall be borne by the Respondent. No payment will be made for any responses received, or for any other effort required of or made by Respondent prior to commencement of work as defined by a contract approved by Pensacola State College.

**I. INTERVIEW(S)**

Pensacola State College and/or the Evaluation Team may require any/all respondents to attend an interview to provide additional information in support of their responses or to exhibit or otherwise demonstrate the information contained therein.

Those firms selected for interview will be advised in writing of the nature of the interview and the date, time, and duration of same.

**J. ACCOMMODATIONS**

Persons with hearing or speech impairments or a disability requiring reasonable accommodation for meetings should contact Cassie Boatwright at (850) 484-1794 at least five working days in advance to make appropriate arrangements.

**K. PUBLIC RECORDS**

All Response information, including detailed price and cost information, will be public record and subject to disclosure in accordance with the provisions of Chapter 119, Florida Statutes, after the Notice of Intent to Award is posted.

All Respondents must visibly mark as "confidential" any proprietary, financial, or commercial information which, if disclosed, might cause harm to the Respondent's competitive position. Respondents should note that Pensacola State College is subject to the State of Florida's Open Records Law and should limit sections designated as confidential to the extent possible. Entire proposals marked "Confidential" will not be considered.

#### L. CONFLICT OF INTEREST

Any contract entered into pursuant to this solicitation is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submittal the name of any officer, director, or agent who is also an employee or officer of Pensacola State College. Further, all respondents must disclose in writing the name of any College employee or officer who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches. Such relationship or ownership may result in disqualification, and any contract entered into in violation of such provisions shall be rendered voidable.

#### M. RULES, REGULATIONS, AND LICENSING REQUIREMENTS

Respondents must comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all the federal, state, and local laws, ordinances, codes, and regulations, which may in any way affect the services, offered.

#### N. MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The College encourages MBE firms to compete for College contracts, and also encourages all vendors and contractors to use MBE firms as subcontractors. Contractors, vendors, and contractors should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for the College in a nondiscriminatory environment. The contractor/vendor will be asked to submit quarterly reports showing actual expenditures with MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at [www.osd.dms.state.fl.us/](http://www.osd.dms.state.fl.us/). The College's office of Purchasing and Auxiliary Services can also provide assistance in locating minority suppliers and contractors.

#### O. PROTESTING OF RFQ CONDITIONS/SPECIFICATIONS:

Any person desiring to protest the conditions/specifications in this RFQ, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the RFQ or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this RFQ, or any Addenda released thereto. Receipt of a copy of this RFQ, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or **College** Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the **College** administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the **College** administration is closed, the formal written protest must be received on or before 4:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the **College** administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

**NOTE:** Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at the office of the Purchasing Director, 1000 College Boulevard, Pensacola, Florida 32504. Fax filing will not be acceptable for the filing of bonds.

## P. POSTING OF RFQ RECOMMENDATIONS/TABULATIONS

RFQ Recommendations and Tabulations will be posted in the Purchasing Department and online at [http://www.pensacolastate.edu/purchasing/current\\_tabulations.asp](http://www.pensacolastate.edu/purchasing/current_tabulations.asp) and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of RFQ Recommendations/Tabulations shall be posted in the Purchasing Department and/or [http://www.pensacolastate.edu/purchasing/current\\_tabulations.asp](http://www.pensacolastate.edu/purchasing/current_tabulations.asp) (under the document section for this RFQ). In the event the date and time of the posting of RFQ Recommendations/Tabulations is changed, it is the responsibility of each proposer to ascertain the revised date of the posting of RFQ Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the RFQ tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this RFQ. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or **College** Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the **College** administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the **College** administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "**The formal written protest shall state with particularity the facts and law upon which the protest is based**". Any person who files an action protesting an intended decision shall post with the **College**, at the time of filing the formal written protest, a bond, payable to **Pensacola State College**, in an amount equal to one percent (1%) of the **College's** estimate of the total volume of the contract. The **College** shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the **College** administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the **College** may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the **College** prevails, and then the **College** shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the **College** all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

## II. GENERAL CONDITIONS

### A. PAYMENT

Payment shall be made on a schedule mutually agreed upon between the parties. The Provider shall be paid upon submission of properly certified invoices to Pensacola State College at the prices stipulated on the contract at the time the order is placed, after services are rendered. Failure to follow these instructions may result in delay in processing invoices for payment. Invoices for fees or other compensation for services or expenses submitted for contractual services shall be submitted in detail sufficient for a proper pre-audit and post-audit.

**B. LOBBYING**

Any contract entered into pursuant to this solicitation will provide that the Contractor may not use funds from grants and aids appropriations for the purpose of lobbying the Legislature or a state agency.

**C. COPYRIGHTED MATERIAL**

Use by one party of the other's name, logo or other copyrighted material will be subject to the express written permission of the holder thereof.

**D. EMPLOYMENT OF UNAUTHORIZED ALIENS**

Pensacola State College shall consider the employment by any Respondent of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of any contract entered into pursuant to this RFQ.

**E. THE U.S. FAIR LABOR STANDARDS ACT - FLSA**

In submitting a Response, Respondent certifies that these goods and/or services were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

**F. FLORIDA SEXUAL PREDATORS ACT**

Any Contractor or Sub-contractor who is awarded a contract by the College must comply with F.S. 775.21 relative to the registration of any employee who is a convicted sexual offender or predator. For additional information, contact the Pensacola State College Police Department at 850-484-2500.

**G. DRUG-FREE WORKPLACE REQUIREMENT**

The Respondent shall abide by the College's policy which prohibits the manufacture, distribution, dispensation, possession or use of a controlled substance or the unlawful possession and unlawful use of alcohol on its campus or other College owned or controlled property, or as a part of any of its activities. Furthermore, Florida Statutes, Chapter 893-147 prohibit the use, possession, manufacture, delivery or advertisement of drug paraphernalia.