

Procurement & Contracts 11000 University Parkway Bldg. 20E, Rm. 101 Pensacola, FL 32514

Request for Proposal 13QBS-05JJ Campus Painting Services

February 24, 2014

TO: Potential Participants

The University of West Florida (hereinafter referred to as UWF) is soliciting responses to a Request for Proposal for Campus Painting Services at the University of West Florida located in Pensacola, Florida.

Carefully review this Request for Proposal, it provides specific technical 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 proposal binders and the sealed price package all in a sealed box/envelope directly to Procurement & Contracts <u>before 2 p.m.</u> Central Time, April 2, 2014. For more information refer to "QBS Information and Instructions" below. Late or incomplete responses will not be accepted.

Respondents are required to attend a mandatory pre-submittal meeting which will be held at 1:30 p.m. Central Time, March 11, 2014 at Building 92, Room 110 Training Room. Submittals will be rejected from any firm not directly represented at the mandatory meeting/site visit.

Respondents are fully responsible for obtaining the complete QBS, Addenda (if applicable), and information concerning the QBS tabulations by visiting our web site: http://uwf.edu/procurement/pages/OpenBidsProposals.cfm

In accordance with 119.071, Florida Statutes, submittals will only be acknowledged in the public solicitation closing, no submittals will be opened and no pricing will be announced. Submittals are exempt from public records laws until such time as the agency provides notice of an intended decision or 30 days after the closing. In compliance with the statutes, the University will not open submittals publicly but will retain a recording of the opening and will post the decision as soon as available.

Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, all respondents shall understand that portions (potentially all) of their submittals as well as final contract and related documents will become public record upon contract award. After the posting of award, respondents may view solicitation files by contacting the Procurement & Contracts Facilitator.

Judy Jasmyn, FCCM

Senior Buyer

Phone: 850/474-2633 Fax: 850/474-2090

E-mail: jjasmyn@uwf.edu

UNIVERSITY OF WEST FLORIDA PROCUREMENT AND CONTRACTS

QUALIFICATION BASED SOLICITATION # 13QBS-05JJ CAMPUS PAINTING SERVICES QBS DUE DATE: APRIL 2, 2014 AT 2 PM CENTRAL TIME

Section I

OVERVIEW

A. General Information and Summary

The University of West Florida is a public, fully accredited, co-education institution of the eleven-member State University System of Florida. The University is a regional, comprehensive university with its main campus located in Pensacola, Florida, with a branch located in Fort Walton Beach as well as a center at Eglin Air Force Base, and offices at Naval Air Station Pensacola, Whiting Field in Milton and Hurlburt Air Force Base in Mary Esther.

The University currently enrolls more than 11,500 students in its College of Arts and Sciences, College of Business and College of Professional Studies. It is the University's goal to become the number one regional comprehensive university in America. We believe that education is a path to success and a vital contributor to the quality of life. We strive to provide an environment that nurtures integrity, quality, innovation, teamwork, stewardship, courage and caring.

The University's website, http://uwf.edu/, provides additional information which may be useful to the Respondents.

The University is seeking professional qualifications from painting services contractors to establish multi-year, non-exclusive term job order contracts (JOC) with multiple qualified, local, state licensed painting contractors. The University reserves the right to determine the number of contractors that will be selected for these continuing contracts. The selected contractors will provide various painting services for various projects primarily on the main campus of the University of West Florida. The total amount to be paid by the University under this agreement will be determined on a project by project basis as negotiated between the University and the contractor. No guarantee of minimum or maximum amounts of work will be made by the University under this contract.

Therefore, the University of West Florida is requesting submittals from qualified painting contractors that are interested in providing these painting services for the University of West Florida main campus, Pensacola, Florida.

Total project cost NA.

B. Timetable

The anticipated schedule and deadlines for this Q and contract approval are projected as follows:

Activity	Time (Central)	Date
Issue QBS		2/24/14
Mandatory pre-solicitation meeting	1:30 P.M.	3/11/14
Written request for explanation deadline date	2 P.M.	3/19/14
QBS Due Date	2 P.M.	4/2/14
Estimated Notice of Intent to Award		4/23/14
Estimated Contract Begins		5/7/14

C. Contact Person

The Procurement & Contracts Facilitator and sole contact for this QBS is:

Judy Jasmyn, Senior Buyer

Email: jjasmyn@uwf.edu, Phone: 850-474-2633, Fax: 850-474-2090

Web address: http://uwf.edu/procurement

Respondents are advised that from the date of release of this QBS until award of the contract, <u>no contact</u> with University personnel related to this QBS is permitted. All communications are to be directed to the Procurement & Contracts Facilitator listed above. Any such unauthorized contact will result in the disqualification of the Respondent's submittal.

Respondents are fully responsible for obtaining the complete QBS, Addenda (if applicable), and information concerning the QBS tabulations by visiting our web site: http://uwf.edu/procurement/pages/OpenBidsProposals.cfm. 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 QBS must be requested from the above contact person, by e-mail 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 our web site.

Any changes or clarifications to requirements resulting from a pre-proposal conference or subsequent 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 UWF sole POC in the official addenda format. Where there appears to be a conflict between the QBS and any addenda issued, the last written addenda issued shall prevail.

D. Response Submission

Section 815.045, Florida Statutes makes trade secrets confidential and exempt from public records requests. Trade secrets as defined in section 812.081 Florida Statutes include proprietary information which is (1)secret, (2)of value, (3) for use in your business or in use by your business and which is (4) of advantage to your business, or provides an opportunity for you to obtain an advantage over those who do not know the information or use the information. In order for the information to be considered covered by these statutes, you must take measures to prevent the information from becoming available to persons other than those selected by you to have access to the information.

Ordinarily, information contained in bid submissions is available to the public upon request. If you believe any of the information provided in your submission meets the criteria of a trade secret and you wish to protect it, you must write the word "confidential" on each page, either on the bottom, top or as a watermark BEFORE you provide the submission to the University.

The required copies of the Response with the signed Affidavit form must be received by the University of West Florida Procurement & Contracts on the due date and time as stated in the above "B Timetable". See Section IV QBS Information and Instructions for more information.

<u>Each response is to be submitted in a three ring binder using index tabs with the appropriate tab identification as requested within this QBS.</u>

Submit:

- one (1) original, clearly marked as original and shall contain the original manual signature of the authorized person signing the proposal.
- three (3) hard copies; and
- one (1) electronic copy of the original

<u>Failure to include the original and all signed copies shall be grounds for rejection of your response without</u> further evaluation.

- The outer carton of the response shall include the QBS number, QBS name, and due date.
- Your response shall include the information and required submittals described in the Content section, tabbed, and numbered with all information appearing in the Tab in which it was requested.
- All information and required submittals requested shall be in hard copy form and included in your written response. Responses shall not refer the university to electronic media such as websites, cd's, disks, or tapes in order to obtain the required information or submittals.
- Information submitted that is not requested by the university may be considered to be supplemental, and not subject to evaluation by the team members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, you must provide information following the numbered tab, telling the evaluator where the information can be found in your response.
- All required signed and completed copies of the response with the signed Affidavit Form must be either mailed or delivered to:

UNIVERSITY OF WEST FLORIDA Procurement & Contracts Bldg. 20E, Room 101 11000 University Parkway Pensacola, FL 32514

- CAUTION: The executed Affidavit Form (Attachment "A") <u>must</u> be signed and submitted as part of your response. Failure to do so will disqualify your response.
- All addenda shall be signed and submitted as part of your response.
- E. QBS Information and General Conditions See Attachment B
- F. Sample Agreement

See Attachment C

G. Appendix I Minimum Insurance Requirements
See Attachment D

Section II

SCOPE OF SERVICES

A. Scope of Services

UWF desires the most thoroughly developed and highest quality professional services available. The following specifications outline the minimum firm requirements for the proposed service. They are provided to assist participants in understanding the objectives of UWF and submitting a thorough response.

QBS's received must reflect in detail their inclusion and the degree to which provided.

- All painted surfaces: ceilings, walls, doors, door/ window frames, any painted trim, etc.
- All pictures, marking boards, bulletin boards, shelves, etc. to be removed, wall painted, and replaced (shelf standards to remain)
- Painting contractor responsible for all furniture moves
- Match existing color unless changed by project manager
- Cost should be listed per-room and building total
- Price should include minimum of one primer coat and one finish coat
- Primer coat should be Gripper or equivalent and color matched (provide project manager with product information)
- Finish paint to be Glidden Ultra-hide 150 or equivalent (provide project manager with product information)
- All wall paint should be latex low luster (egg shell)
- Door frames to match existing color unless changed by project manager
- Door, door / window frame, and paintable trim to be semi-gloss latex paint
- Painting contractor responsible for repairs to walls prior to painting
- Contractor is responsible for all clean up (with their own equipment)
- Cleaning of brushes / rollers to be done at building 93 wash rack
- NO CLEANING OF BRUSHES / ROLLERS IN BUILDING SINKS OR ON GROUND

Special Terms and Conditions

- Contractor must respond to office/classroom damage due to severe storms or emergency situations within 24 hours of notification.
- Last day for questions is March 19, 2014 at 2 PM Central Time

Section III

SPECIAL TERMS AND CONDITIONS

A. Term of Contract

The proposal is to cover an initial period of three (3) years with an option to renew services for one (1) additional two (2) year period. UWF and the provider will agree upon renewals in writing.

B. Insurance

The respondent shall include written evidence of the appropriate insurance coverage with the proposal. During the term of the contract, the successful Respondent must provide, pay for and maintain insurance in accordance with Insurance Attachment D – Minimum Insurance Requirement.

Upon notification of intent of award to the successful Respondent, an original ACORD certificate of insurance for the coverage described above must be received by UWF Procurement and Contracts with the appropriate identification for the "holder and additional insured" as specified in the Minimum Insurance Requirements.

C. Public Records

This Agreement is subject to the requirements of Chapter 119, Florida Statutes (Public Records Law). UWF may unilaterally cancel this Agreement for refusal by Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

Further, Contractor agrees that, to the extent it may meet the definition of a "contractor" within the meaning of Section 119.0701, Florida Statutes, it will:

- A. Keep and maintain public records that ordinarily and necessarily would be required by UWF in order to perform the services performed by Contractor under the Agreement.
- B. Provide the public with access to such public records on the same terms and conditions that UWF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer to UWF, at no cost, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to UWF in a format that is compatible with the information technology systems of UWF.
- E. The failure of Contractor to comply with the provisions set forth in this (Section)(Paragraph) shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

Section IV

QBS INFORMATION AND INSTRUCTIONS

A. QBS Information

- Proposals 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. The submittal of a proposal by a Respondent will be considered by
 UWF as constituting an offer by the Respondent to provide the services for UWF at the rates bid herein.
- Respondents shall be of known reputation and shall have sufficient experienced and qualified personnel to adequately perform the prescribed service.
- By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this document to include all attachments. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive.
- All provisions of this Qualification Based Solicitation and the successful Respondent's proposal, as
 mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both
 parties to be executed by any duly authorized representative(s). The following shall constitute the contract
 agreement.
 - UWF QBS document
 - All addenda issued pursuant thereto

- Contractor's proposal
- UWF/Contractor Contract to include all clarifications & negotiated modifications to Contractor's proposal

B. Submittal Instructions

Respondents shall format their responses utilizing the following Tab, Topics, Lettering, and 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. Each copy is to be submitted in a three ring binder using index tabs with the appropriate tab identification.

Tab A Essential Documents

- Signed Affidavit, Attachment A.
- Signed Addenda (if any)
- Signed Certification Regarding E-Verify System

Tab B Executive Overview

- Disclose general information about your company including a brief history and information regarding amount and type of experience of the company.
- Provide a description of the standard services offered by the company and its ability to provide consulting services as outlined in this solicitation.
- Disclose if the company has ever declared bankruptcy. If yes, attach a statement indicating the
 bankruptcy date, court jurisdiction, trustees' name, telephone number, amount of liabilities, amount
 of assets, and current status of the bankruptcy.
- Attach detailed information regarding any litigation or claims of more than \$5,000.
- Describe your firm's experience working in a college or university setting.

Tab C Personnel

Provide names and résumés of the individuals who will be assigned to provide these services to the University.

Tab D Service Description

- Describe your firm's ability to provide responsive service after normal business hours.
- Describe your firm's ability for responsive service to provide quotes and emergency work.
- Provide project timeline from job award to project start.

Tab E References

Provide at least three references for whom you have provided the same or similar service within the last 3 –5 years. Each reference should include the Company Name, Contact Name, Current Phone Number, <u>and E-mail address.</u>

Tab F Contractor Agreement

Review Attachment C for the University's standard contract to be issued to the awarded Respondent. If applicable, list any objections to specific contract terms and provide requested replacement contract language. The University reserves the right to accept or reject any suggested replacement contract language. Although subject to minor revisions to include all clarifications and negotiated modifications, the successful firm will be required to execute the University's agreement.

Cost Proposal

Respondents are to submit the following information in one, separate, sealed envelope identified as "Cost Proposal" and with the firm's name and 13QBS-05JJ Campus Painting Services . <u>Do not include in the 3-ring binders.</u>

Respondents must supply a lump sum total cost the scope of work in section III with the information below:

Office: Approximately 130 sq. ft. w/10' walls (previously painted wallboard with no damage, color match existing

Classroom: Approximately 390 sq. ft. w/10' walls (previously painted wallboard with no damage, color match existing.

	Size	Cost
Office Painting	130 sq. ft.	\$
Classroom Painting	390 sq. ft.	\$
Total Cost		\$

Section V

EVALUATION, NEGOTIATION, AND CONTRACT AWARD

A. Evaluation Process

Each response will be reviewed by Procurement & Contracts to determine whether it is responsive to the submission requirements outlined in the QBS. A responsive QBS is one which has followed the requirements of the QBS, includes all documentation (including, but not limited to, the signed Affidavit Form), is submitted in the format outlined in the QBS, 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".

Proposals fulfilling the basic submittal requirements shall be referred to an Evaluation Team for review and evaluation. Responses will be independently evaluated by Evaluation Team members on the basis of the written responses and additional written information as requested. 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.

The Evaluation Team will rank each submittal utilizing the following criteria:

B. Evaluation Criteria and Weights

1.	Description of the firm	15%
2.	Ability to provide responsive service	15%
3.	Experience of personnel to be assigned	15%
4.	Ability to work other than normal hours	15%
5.	Experience in college or university setting	15%
6.	Cost proposal	25%

The Procurement & Contracts Facilitator will facilitate and record the scores and/or rank assigned by each evaluator and then an overall Team 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 University 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 Team 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 Team.

C. Negotiations and Contract Award

After the Evaluation Team has developed an overall ranking for each Respondent, the Team and appropriate senior level management shall determine which Respondent(s) potentially offer the Best Value for UWF.

UWF may immediately award or commence negotiations with the Respondent or Respondents selected in the process above. If a satisfactory contract agreement cannot be reached, the University reserves the right to make the determination to: award without negotiation, terminate the negotiations without attempting to negotiate with all responding companies, or may hold negotiations with multiple companies simultaneously until the Best and Final offers (BAFO) have been received and compared with the award recommendation going to the most advantageous BAFO. This process may continue until such time as UWF has determined the negotiations to be successful or a determination is made to stop and cancel the solicitation.

The University reserves the right to reject any and all proposals or portions thereof. The University reserves the right to withdraw this QBS or a portion of this QBS without making an award. The award recommendation will be made on a Best Value basis to the most advantageous "Best and Final Offer" presented.

The University will not be required to select the lowest cost Respondent. UWF may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Respondent's best terms from a cost, price and technical standpoint. The University reserves the right to award without negotiation if deemed in the best interest of the University.

Representatives of the respondent(s) selected to participate in negotiation(s) shall first be 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 QBS process. Company negotiators shall enter the negotiations prepared to speak on behalf of the company. The University 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 University 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.

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

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