



## **Request for Qualifications**

**15PQS-08AW**

### **Laboratory Sciences Annex – Construction Manager at Risk Services**

December 3, 2015

TO: Potential Participants

The University of West Florida (“UWF” or “Owner”) is soliciting responses to a Professional Qualifications Solicitation (PQS) for Construction Manager at Risk services for construction of a new Laboratory Sciences Annex, minimal renovation of Building 58, Laboratory Sciences, and utility production and distribution connectivity infrastructure at the University of West Florida main campus located in Pensacola, Florida.

Carefully review this PQS, as 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 number of copies of the requested information and return submittals in a sealed box/envelope directly to the University of West Florida Office of Procurement and Contracts by 3:00 p.m. Central Time, January 25, 2016. Late or incomplete responses will not be accepted.**

**A mandatory pre-submittal meeting will be held on Tuesday, December 15, 2015 at 9:00 a.m. Central Time in Building 92, Room 110 on the University of West Florida main campus in Pensacola, FL. Submittals will be rejected from any firm not directly represented at the mandatory meeting by an employee or agent of the firm.** Attendees will have the option to visit the project site immediately following the mandatory pre-submittal meeting.

Respondents are fully responsible for obtaining the complete solicitation, including all attachments, addenda (if applicable), and other information by visiting our web site: <http://uwf.edu/offices/procurement/vendors-only/open-solicitations/>. After the posting of award, Respondents may view the solicitation files by contacting the Procurement and Contracts representative.

The name of the vendor and other information may be disclosed at a public proposal closing. 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 UWF Board of Trustees.

---

Alicia Waymack  
Senior Buyer  
Phone: 850.474.2633  
Email: [awaymack@uwf.edu](mailto:awaymack@uwf.edu)

**UNIVERSITY OF WEST FLORIDA  
OFFICE OF PROCUREMENT AND CONTRACTS**

**PROFESSIONAL QUALIFICATIONS SOLICITATION # 15PQS-08AW  
Laboratory Sciences Annex – Construction Manager at Risk Services**

**DUE DATE: January 25, 2016 at 3:00 p.m. Central Time**

**Section I – OVERVIEW**

---

**A. General Information and Summary**

The University of West Florida (UWF) is a public, fully accredited, co-education institution of the twelve-member State University System of Florida. The University is soliciting Qualifications Submittals for Construction Manager at Risk (CM@R) pre-construction and construction services for a new Laboratory Sciences Annex comprising approximately 49,600 gross square feet (gsf), minimal renovation to Building 58, Laboratory Sciences, comprising 69,234 gsf, and utility production and distribution connectivity infrastructure. This will be a multiple phased state funded and constructed project executed on the UWF main campus in Pensacola, Florida.

The Construction Manager (CM) shall work collegially with a separately procured professional design firm to construct a state-of-the-art wet laboratory sciences higher education building having concentrated space allocation for research and teaching laboratories. The utilities scope of work will include new potable water, sanitary sewer, and storm water connectivity for the new Annex site, underground piping to connect the Annex to the chilled water loop, electrical switchgear replacement at the Central Utility Plant, new underground electrical distribution to create a north campus loop to serve the Annex, and electrical distribution to the Annex. **Note:** Chilled water production equipment, related distribution infrastructure, and electrical connectivity work will be designed and installed within the Central Utility Plant via a separate energy savings project.

Design and construction of the new Annex will be undertaken with consideration of and in conjunction with minimal Building 58 Renovation. The new Annex will be completed prior to renovation within Building 58, a facility that will be fully occupied during new Annex and utility infrastructure connectivity and construction. The project scope of work will comply with the most recent version of the University's Building Design and Construction Standards and achieve a Silver Certification minimum from the U.S. Green Building Council Leadership with Energy and Environmental Design (LEED) rating program.

The University's Facilities Development and Operations Organization, the Owner's Representative, is responsible for managing programming, design, and construction of capital projects on its main Pensacola campus.

## B. Timetable

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

Activity	Time (Central)	Date
Issue solicitation		December 3, 2015
<b>Mandatory pre-submittal meeting</b>	9:00 am CT	December 15, 2015
Winter Holidays – UWF CLOSED		December 24, 2015 – January 1, 2016
<b>Written request for explanation due date</b>	3:00 pm CT	January 5, 2016
Estimated issuance of explanation response		January 11, 2016
Martin Luther King Day – UWF CLOSED		January 18, 2016
<b>Submittal Due Date</b>	3:00 pm CT	January 25, 2016
Estimated Notice to short-listed firms for presentations		February 10, 2016
Presentations / Selection of CM Firm		February 23, 2016
Estimated Notice of Intent to Award		February 26, 2016
Estimated commencement of GMP negotiations		March 3, 2016
Estimated Achieve successful GMP or terminate negotiations		March 18, 2016

## C. Contact Person

**The Procurement & Contracts representative and sole point of contact (POC) for this solicitation is:**

Alicia Waymack, Senior Buyer  
Email – [awaymack@uwf.edu](mailto:awaymack@uwf.edu)  
Phone – 850.474.2633

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with University personnel related to this solicitation is permitted. All communications are to be directed to the Procurement and Contracts representative listed above. Any such unauthorized contact will result in the disqualification of the Respondent's submittal.**

Respondents are fully responsible for obtaining the complete solicitation, including all attachments, addenda (if applicable), and other information by visiting our web site: <http://uwf.edu/offices/procurement/vendors-only/open-solicitations/>. 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 the above contact person in writing via email prior to the Due Date as stated in the above Timetable. The explanation response will be issued in the form of an Addendum and posted to the Procurement and Contracts web site as identified above. All addenda shall be signed and submitted as part of your response. Failure to do so may disqualify your response.

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 solicitation and any addenda issued, the last written addenda issued shall prevail.

## **D. Attachments**

- Attachment A – Affidavit Form
- Attachment B – PQS Information and General Conditions
- Attachment C-1 – Sample Agreement
- Attachment C-2 – Sample Agreement Exhibits
- Attachment C-3 – Sample Agreement General Terms and Conditions
- Attachment D – Minimum Insurance Requirements
- Attachment E – Certification Regarding E-Verify System

## **E. Response Submission**

Submit one (1) original, five (5) hard copies and one (1) electronic copy 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 may be grounds for rejection of your response without further evaluation.

**Submittals including the signed Affidavit Form must be received by the University of West Florida Office of Procurement and Contracts by the due date and time as stated in the above Timetable.**

See Section IV, "Submittal Information and Instructions" for more information.

UWF is subject to Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to Chapter 119, Florida Statutes exists. Submitted material which is marked as confidential will be treated as confidential by UWF to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law.

In order for the information to be considered covered by trade secret exemption of the Public Records law, you must take measures to assert the exemption by placing the information provided in your submission that meets the criteria of a trade secret in the "Confidential Information" tab as noted below.

## **F. 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 herein shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

## **G. Joint Ventures**

The Owner 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 Manager with the remaining firms being consultants.

## **H. Performance and Payment Bond**

Any person entering into a formal contract with The University of West Florida for construction or renovation/repairs to a public building shall submit when required (at the discretion of the University) and before commencing the work a one-hundred (100) percent Performance and Payment Bond on the AIA Form with a Surety Company licensed to do business in the State of Florida, made payable to The University of West Florida Board of Trustees. Such bond shall be conditioned that the contractor perform the contract in the time and manner prescribed in the contract and promptly make payments to all persons in Section 713.01, F.S., whose claims derive directly or indirectly from the prosecution of the work provided for in the contract. Any claimant may apply to the governmental entity having charge of the work for copies of the contract and bond and shall thereupon be furnished with copies. The claimant shall have a right of action against the Contractor and Surety for the amount due him/her. Such action shall not involve the public authority in any expense.

**NOTE: Requirement for payment and performance bonds shall be in accordance with F.S. 255.05.**

## **I. Background Checks**

A Level I background check is required to be performed by the CM for each employee engaged in providing the services or activities described in this PQS. The CM must represent that each employee it assigns to provide the services or activities described in this PQS has successfully passed a Level I background check.

The CM shall also include in any related subcontracts a requirement that subcontractors providing work or services for the University on its behalf perform a Level I background check for each employee engaged in providing such work or services. Any and all subcontractors must represent that each employee it assigns to provide the work or services described in this PQS has successfully passed a Level I background check.

## Section II – Project Overview

---

### A. New Annex Building Program

The new Annex project site will be located within the north campus zone, northwest of the University Library. The Annex will connect to the south entrance of Building 58, a 1972 Laboratory Sciences building. This project will include Owner Direct Purchases (ODP) to take advantage of University tax-free status and these purchases will be scheduled, coordinated and accommodated by the Construction Manager on behalf of the University.

### B. Project Delivery Method

The CM will expedite the completion of the project while maintaining high levels of construction quality and cost control. During pre-construction services, the CM will be expected to provide constructability advice and cost efficiency support to the design professional to ensure project affordability.

### C. Project Schedule

The Owner has prepared a Preliminary Critical Path Method (CPM) Project Schedule that will be provided to the selected firm. The CM, design professional, and Owner will collaborate to produce an updated schedule during the design services programming phase. The CM will be responsible to provide an updated CPM monthly throughout the project identifying design and construction tasks (refer to Section III, "Scope of Services", Item A2).

#### **New Laboratory Sciences Annex – (Phases I, II, and III)**

- The new Annex construction will be located and connected to the south elevation main entrance of the existing Building 58, Laboratory Sciences. The Chemistry, Biology, Health Sciences and Center for Environmental Diagnostics and Bioremediation (C.E.D.B.) have growing research efforts. The proposed project will include research laboratories, student study spaces, and offices. Concept programming will include the following:
  - Research and Teaching Laboratories – comprising 80 percent of the building
  - Offices and Conference Rooms – comprising 9.5 percent of the building
  - Study and Student Support – comprising 4.3 percent of the building
  - Life Safety and A.D.A. path of travel modifications within existing buildings
- Scope of Work for Laboratory Sciences Annex, Phase I of III – \$10,990,000 state appropriated
  - Programming and design services for the new Annex, minimal programming and concept schematic planning for the Building 58 renovation, Building 40 electrical switchgear replacement, electrical utility distribution connectivity to provide for the additional new Annex gross square foot demand, a site utility corridor, site storm water corrections adjacent to the south/southwest elevation and site of Building 58, and potable water, sanitary sewer, natural gas, and telecommunications distribution to the new Annex site.
  - Partially completed new Annex construction with connection to Building 58 at the existing south main elevation entrance.

- Scope of Work for Laboratory Sciences Annex, Phase II of III – state appropriation TBD
  - Continued new Annex construction with connection to Building 58 at the existing south main elevation entrance.
- Scope of Work for Laboratory Sciences Annex, Phase III of III – state appropriation TBD
  - Completion of the new Annex construction; furniture, fixtures, and equipment.

#### **D. Stated Cost Limitation**

The project budget for the multiple phase project is \$26,260,000.

#### **E. 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.

#### **F. Minimum Insurance Requirements**

See Attachment D for minimum insurance requirements.

### **Section III - Scope of Services**

---

Construction Management services shall commence with the successful negotiation of a GMP acceptable to the University. The CM will work in concert with the University and the design professional 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, will serve as the 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 University and CM.

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

##### **1. Pre-Construction Phase Services – Bidding and Award Phase Services**

Costs associated with Bidding and Award Phase Services will be included within Pre-Construction General Conditions costs negotiated as part of the GMP. These services shall include, but are not limited to the following:

- Participate in programming and design meetings.
- Develop scope of work packages, bidding requirements necessary to assure time, cost and quality control during construction.

- Advertise and distribute bid documents for subcontractor and vendor participation.
- Schedule and conduct pre-bid conferences in conjunction with the design professional.
- Monitor bidder activity to insure adequate contractor and vendor participation.
- Receive and analyze bids for presentation to the Owner Representative and project team.
- Reconcile variations between bids and the construction budget.
- After receiving the Owner's Representative approval, execute contracts with successful bidders.
- Establish the final GMP upon completion of subcontractor and vendor bid process.

## **2. 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 design professional.
- 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 design professional and Owner's Representative.
- 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 GMP.
- Arrange for, and comply, with permits and inspections required by Escambia County Building Code Office and the Florida State Fire Marshal's Office. This office is the Authority Having Jurisdiction (AHJ) for UWF.
- Develop and maintain a monthly updated design and construction schedule (CPM) indicating sequencing of design and construction activities with milestone dates necessary for completion of the project by the targeted date as identified within the Owner's Preliminary schedule.
- Documentation of activities associated with the administration, management and construction of the project.
- CM project team base salary and multiplier/labor burden rates detail and summary.
- Monthly certification of all work in place and approval of all contractor and vendor payment requests.
- Coordinate with and respond to the Owner's Representative commissioning consultant.
- Coordinate, schedule and prepare Request for Purchase for the ordering of equipment and materials utilizing the Owner Direct Purchasing program.

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

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

- Resolution of punch-list items.
- Provide as-built documents to the design professional within fourteen (14) days of substantial project completion.
- Coordinate post-completion activities, including commissioning, the assembly of guarantees, manuals, closeout documents excluding as-built documents, and training within twenty-one (21) days of substantial project completion in preparation for the Owner's Representative final acceptance.
- Monitor, coordinate and resolve all warranty issues to the satisfaction of the Owner's Representative during the one-year general warranty period.



## **B. Design Professional Services - Architect/Engineers**

The Owner will solicit and procure these services independent of the CM@R agreement. The design professional responsibilities shall include, but are not limited to programming, scope of work, design meeting the most recent version of the University's Building Design and Construction Standards, probable cost implication advice to the Owner's Representative, and quality assurance including normal construction administration services as called for in their contract with the University.

## **Section IV - Submittal Information and Instructions**

---

### **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 responding to this solicitation.
- 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 entire submittal shall be limited to forty (40) consecutively-numbered, single-sided 8½ x 11 pages (or twenty (20) pages front and back). Font size must be a minimum of 10 point. Essential documents (i.e. Tab A), cover sheets, table of contents, and divider tabs will not count as pages, provided no additional information such as proposal language, pictures of past projects, etc. is included in these pages.
- The outer carton of the response shall include the solicitation number and name, and due date.
- Responses must be complete; partial or incomplete responses may not be considered. Responses should be concise, clear and relevant, and 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 University 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:

UNIVERSITY OF WEST FLORIDA  
Office of Procurement and Contracts  
ATTN: Alicia Waymack  
Building 20W, Room 159  
11000 University Parkway  
Pensacola, FL 32514

- **CAUTION: The executed Affidavit Form must 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. Failure to do so may disqualify your response.**
- See Attachment B, “Additional PQS Information and General Conditions” for additional instructions.

## **Formatting Instructions**

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

### **Tab A – Essential Documents**

- Signed Affidavit Form (see Attachment A).
- Signed Certification Regarding E-Verify System (see Attachment E).
- Signed addenda (if applicable).
- Copy of professional license granted by the appropriate governing body.
- If the applicant is a corporation, provide proof that it is properly chartered with the Florida Department of State to operate in Florida. If the Respondent is an out-of-state corporation, enter the foreign qualification number and provide a copy of the Department of State certificate.
- Proof of ability to provide Commercial General Liability coverage in the amount of \$2,000,000 aggregate. Such proof may take the form of a draft ‘ACORD’ certificate or a letter of intent from the respective carrier or agent (see Attachment D).
- Evidence of ability to provide a 100% performance and payment bond for the total value of the construction cost of the work. Failure to provide proper documentation may result in rejection of your submittal.

### **Tab B – Firm Description**

- 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 organizational 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.
- Define the recent, current and projected workloads of the firm.
- Provide explanation of why your firm should be chosen for this project.

### **Tab C – Firm Experience**

- Describe project experience with university or similar clients in which the CM@R contract method was financially beneficial for the firm and client.
- Describe experiences on similar size projects where your firm provided construction management pre-construction and construction services. Provide at least three (3) references, including project name and services provided for each reference. Project examples shall have been constructed within the last ten (10) years by the office or project team submitting qualifications. Provide a

statement of performance relative to U.S. Green Building Council L.E.E.D. certification rating, budget control, schedule, and ODP savings. Furnish letters of reference from the Owner and the Architect for each example where possible.

- Describe past mediation, arbitration or litigation experience with Owners, Architects, Engineers, Sub-contractors, and Vendors. List any active or pending mediation, arbitration or litigation and explain. Confirm if the firm been has involved in any litigation in the past five (5) years.

#### **Tab D – Assigned Personnel**

- Provide general information about the firm’s personnel resources, including trade classifications, number of employees, locations and staffing of offices to ensure responsiveness.
- Provide 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. NOTE: The Owner must approve any subsequent changes/substitutions of key team members during the project. The selected firm will provide base salary rate and multiplier/labor burden rates for each team member.
- List the names and services to be performed by any additional firms that may be utilized in the execution of CM services.

#### **Tab E – Safety: Emergency Modification Rating (E.M.R.)**

- Confirm the existence of a comprehensive safety program and briefly describe how it has been effectively used.
- Provide your firm’s Emergency Modification Rating (EMR) accident rate for the past three (3) years.

#### **Tab F – Financial Strength**

- Include CM financial information including, but not limited to the following:
  - The firm’s total annual billings for each of the past three (3) calendar years.
  - Percentage of the firm’s negotiated work during the past three (3) years.
  - List of projects where the firm’s Performance and Payment Bond was implemented due to failure to complete/firm’s removal from any project that it has been awarded.
  - Provide your firm’s bonding capacity (per project and aggregate) and bond rate for this multiple-phase project having an estimated construction value of \$20,000,000.

#### **Tab G – 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 Owner’s Representative, the design professional, 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 how your firm will approach communication and project management considering this delivery method.
- Describe how your firm will ensure quality assurance.
- Describe how your firm will approach negotiations to arrive at a successful cost of the work, general conditions staffing and general conditions non-staffing costs, CM fee, and Owner Assigned contingency.
- Describe your firm’s cost advice during pre-construction and cost control systems during construction.

- Describe how your firm will collaborate with the Owner's Representative during bid package competitive bidding of subcontractors and vendors.
- Describe the type of procedures your firm will implement to ensure the prompt and expeditious completion of the punch list and other project closeout activities within the calendar day limits identified within Section III, "Scope of Services", Item A3.

**Tab H – U.S. Green Building Council – Leadership with Energy and Environmental Design (LEED) Certification Rating**

- Describe your firm's experience with U.S. Green Building Council LEED certification on construction projects, including personnel to be assigned to this project.

**Tab I – Owner Direct Purchases**

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

**Tab J – Contract**

- See Attachment C for the University's standard contract to be executed with the successful Respondent. If applicable, list any objections to the 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 Respondent will be required to execute the University's agreement.

**Tab K – Confidential Information**

- Any information provided in your submission that meets the criteria of a trade secret as defined under Florida law or meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law must be placed in Tab K, Confidential Information.

**Tab L – Supplements**

- Any information provided in your submission that was not directly requested by the University will be considered supplemental and must be placed in Tab L, Supplements. Supplemental information may not be subject to evaluation by the Evaluation Committee.

**Section V - EVALUATION, NEGOTIATION, AND CONTRACT AWARD**

---

**EVALUATION PROCESS AND CRITERIA**

Each response will be reviewed by the Office of Procurement and Contracts 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. The evaluation will utilize the following broad scoring criteria:

<b><u>EVALUATION CRITERIA</u></b>	<b><u>Weight</u></b>
1. Firm Description	5
2. Firm Experience	30
3. Assigned Personnel	20
4. Safety E.M.R.	5
5. Financial Strength	10
6. Construction Management Plan	20
7. U. S. Green Building Council LEED Certification Rating	5
8. Owner Direct Purchases	5

The Evaluation Committee will convene to jointly and openly discuss the strengths and weaknesses of all proposals based on the written responses and additional written information as requested. Each committee member will then independently evaluate each response and assign a score to each criterion for each Respondent. The scoring by each member of the evaluation team will be converted to a ranking order of the Respondents for each evaluator. Rankings by each Evaluator shall then be aggregated to establish a Total Committee Ranking for every proposal. Lastly, an overall Final 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 University may determine that verbal explanations, 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 the Evaluation Committee with the performance of their duties under this solicitation. 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.

The Final Committee Ranking shall determine the short list of a minimum of three (3) respondents who will be selected as Finalists. The Evaluation Committee shall convene to hear the Finalists presentations and to interview each firm. At the conclusion of the interviews, the Committee shall score and rank each respondent against the criteria contained in the Finalist Notification letter issued by Procurement & Contracts.

## **NEGOTIATIONS AND CONTRACT AWARD**

At the conclusion of the interviews, the Owner 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 (GMP).

If the University is unable to negotiate a satisfactory contract with the top ranked firm, it will terminate negotiations with that firm and may undertake negotiations with the next highest ranked firm. This process will continue until the University is able to negotiate a satisfactory contract. Failing to do so, the University 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 University.

The University reserves the right to reject any and all submittals or portions thereof. The University 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**. 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 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.

Time is of the essence and therefore the University retains the right to cease negotiations with any and all firms that do not respond to negotiation issues on a timely basis. The University may reject offers that are determined to not be reasonably supportable. The University 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 University determines that a company awarded a contract based on this solicitation does not honor all agreements reached during the negotiations, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended contractor list.

**Please Note:**

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