



**Request for Qualifications  
15PQST-14AW  
Campus Utility and Excavation Contractor**

June 9, 2016

TO: Potential Participants

The University of West Florida (the "University" or "UWF") is soliciting responses to a Professional Qualifications Solicitation (PQS) for a Campus Utility and Excavation Contractor to provide services on an as-needed basis 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, July 22, 2016. Late or incomplete responses will not be accepted.**

**A mandatory pre-submittal meeting will be held on Monday, June 20, 2016 at 11:00 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.**

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(s) 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.

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

**PROFESSIONAL QUALIFICATIONS SOLICITATION # 15PQST-14AW**  
**Campus Utility and Excavation Contractor**

**DUE DATE: July 22, 2016 at 3:00 p.m. Central Time**

**Section I – Overview**

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**A. General Information and Summary**

The University of West Florida is a public, fully accredited, co-education institution of the twelve-member State University System of Florida. The University is soliciting Qualifications Submittals from utility and excavation contractors to establish multi-year, non-exclusive job order contracts to provide services on an as-needed basis at the University of West Florida main campus in Pensacola, Florida.

**B. Timetable**

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

<b>Activity</b>	<b>Time (Central)</b>	<b>Date</b>
Issue solicitation		June 9, 2016
<b>Mandatory pre-submittal meeting</b>	<b>11:00 am CT</b>	<b>June 20, 2016</b>
<b>Written request for explanation due date</b>	<b>3:00 pm CT</b>	<b>June 27, 2016</b>
Estimated issuance of explanation response		July 8, 2016
<b>Submittal Due Date</b>	<b>3:00 pm CT</b>	<b>July 22, 2016</b>
Estimated Evaluation Meeting		August 10, 2016
Estimated Notice of Intent to Award Contract		August 17, 2016
Estimated contract effective date		September 1, 2016

**C. Contact Person**

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

Alicia Waymack, Senior Buyer  
Email – 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 written request for explanation due date and time 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-submittal meeting or subsequent written questions shall be issued by official addendum. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the UWF sole POC in the official addendum format. Where there appears to be a conflict between the ITN and any addenda issued, the last written addendum shall prevail.

#### **D. Attachments**

The following attachments are hereby incorporated by reference and made part of this PQS.

- Attachment A – PQS Certification Form
- Attachment B – PQS Information and General Conditions
- Attachment C – Sample Agreement
- Attachment D – Minimum Insurance Requirements
- Attachment E – Certification Regarding E-Verify System
- Attachment F – Cost Proposal

#### **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 PQS Certification 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. Late or incomplete responses will not be accepted.** See Section IV, "Submittal and Formatting Instructions" and Attachment B, "PQS Information and General Conditions" 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. Insurance

Each respondent shall include written evidence of insurance coverage in the amounts specified in Attachment D, "Minimum Insurance Requirements" with the proposal.

Upon notification of intent of award to the successful respondent(s), an original ACORD certificate of insurance must be received by the University of West Florida Office of Procurement and Contracts, which shall be in accordance with Attachment D, "Minimum Insurance Requirements". During the term of the contract, the successful respondent(s) must provide, pay for and maintain such insurance.

## G. Public Records Provisions

- a. To the extent that Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, and in addition to other contract requirements provided by law, the Vendor agrees that it is acting as a contractor on behalf of the University as provided under s. 119.0701(a) and as such it will comply with Florida's Public Records Law. Specifically, Vendor agrees that it will:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by the University in order to perform the services performed by the Vendor under the Contracts;
  - ii. Provide the public with access to such public records on the same terms and conditions the University would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
  - iii. 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; and
  - iv. Meet all requirements for retaining public records and transfer to the University, at no cost, all public records in possession of the Vendor upon termination of the Contracts and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the University in a format that is compatible with the information technology systems of the University.
- b. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:**
  - i. The Office of General Counsel: (850) 474-3420, gcfrofrontdesk@uwf.edu, Building 10, 11000 University Parkway, Pensacola, FL 32514.

## H. Tobacco Free Campus Policy

Effective August 1, 2016, the University of West Florida is a tobacco-free campus. The use of cigarettes (electronic or traditional) or other tobacco products is prohibited in all UWF-owned buildings and outdoors on all UWF campus properties. The Vendor must fully comply with this tobacco free policy.

## Section II – Special Terms and Conditions

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### A. Term

The University anticipates the term of the resulting agreement(s) will be three (3) years with an option to renew for one (1) additional three (3)-year period.

## **B. Quantities**

The amount of work at the University of West Florida will depend on state funding as well as other factors; therefore, quantities cannot be given or estimated at this time. University projects are funded based on Formula Funded (minor) PECO and departmental funds.

## **C. Project Assignment**

The University will assign projects based upon responsiveness and ability to perform the project type at the time of the request. The University reserves the right at any time to obtain separate bids on any project and not utilize the campus service job order contract.

## **D. Standards**

All services are to be performed in a professional and workmanlike manner. Awarded contractors will be required to complete work in accordance with The University of West Florida Building Construction Standards found via the following link: <http://uwf.edu/media/university-of-west-florida/offices/facilities-development--operations/docsfdo/Construction-Standards-Final-revised-09-30-14.pdf>.

## **E. Background Checks**

A Level I background check is required to be performed by the Contractor for each employee engaged in performing the work described in this PQS. The Contractor must represent that each employee it assigns to perform the work described in this PQS has successfully passed a Level I background check.

The Contractor shall also include in any related subcontracts a requirement that a Level I background check be performed by the subcontractor for each employee engaged in performing the work described in this PQS. Any and all subcontractors must represent that each employee it assigns to perform the work described in this PQS has successfully passed a Level I background check.

## **F. Purchase of Materials**

When a purchase of materials or equipment to be included in a project exceeds \$20,000, the Contractor shall employ a competitive selection method to ensure the best value and price for the University. Generally, the Contractor will obtain two (2) or more written bids/quotes for the purchase of such materials or equipment, as appropriate, and shall select the lowest bid/quote, provided that if the University, following consultation with the Contractor, determines that the lowest bid/quote is not in the best interest of the University, the University will select the bid/quote that provides the best value to the University.

## **G. Owner Direct Purchase Program**

The University may elect to implement an Owner Direct Purchase (ODP) Program whereby it may purchase materials or equipment included in any subcontractor's bid/quote directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Owner Direct Purchase (ODP) Materials." Contractor shall submit to the University a list of appropriate materials and equipment that exceed \$5,000 per purchase requisition for consideration by the University as ODP Materials. If the University elects to implement an ODP Program the terms of the Agreement shall govern, along with the University's policies on the subject in effect at the time Contractor commences construction of the project.

## **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.

## **Section III – Scope of Services**

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Examples of typical types of work anticipated to be performed under the resulting agreement(s) include, but are not limited to, the repair, replacement, and/or installation of the following:

- Potable water distribution piping, valves, restraints, backflow preventers, and water meters
- Sewer transmission piping, cleanouts, manholes, etc.
- Sewer lift stations, valves, system devices and controls
- Storm water transmission piping, cleanouts, manholes, drainage structures, etc.
- Drainage outfalls, collection and transmission swales, erosion control, retention ponds and related system accessories, including landscape restoration
- Fire main distribution piping, valves, backflow preventers and system devices

## **Section IV – Submittal and Formatting Instructions**

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### **Submittal Instructions**

- 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, divider tabs, and financial reports (if applicable) will not count as pages, provided no additional information such as proposal language, pictures of past projects, etc. is included in these pages.

- 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.
- The original and all copies must be submitted in a sealed box/envelope. The outer carton of the response shall include the solicitation number, name, and due date.
- All required signed and completed copies of the response with the signed PQS Certification 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 PQS Certification 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.**

### **Formatting Instructions**

Respondents shall format their responses utilizing the following tab 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 – Contractor Qualifications / Essential Documents**

- Signed PQS Certification Form (see Attachment A).
- Signed Certification Regarding E-Verify System (see Attachment E).
- Signed addenda (if applicable).
- Copy of Florida State Certified Utility and Excavation Contractor license.
- Copy of Florida State Certified Category 5 Fire Main Contractor license.
- 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.
- Evidence the Contractor has been in business for at least five (5) years.
- 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 all projects where the total value of the construction cost of the work exceeds \$100,000. 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 organization chart.
- Describe the history and growth of your firm as succinctly as possible.

## **Tab C – Firm Experience**

- Describe project experience with university or similar clients. Provide at least three (3) references, including project name and services provided for each reference.
- Describe your firm's approach to providing quality and responsive customer service. Specifically describe how your company will be responsive when performing the following services:
  - Provide estimates, change orders, and communicate effectively through the use of email, etc.
  - Work with the University Project Manager and staff to provide necessary paperwork for project completion
  - Provide close-out documents (e.g. final waivers of lien, warranty information, as-built sketches, text reports, O&M manuals, etc.)
- Describe any past mediation, arbitration or litigation experience with owners, architects or subcontractors. List any active or pending mediation, arbitration or litigation and explain. Has the firm been involved in any litigation in the past five (5) years?

## **Tab D – Personnel**

- Provide general information about the firm's personnel resources, including trade classifications, number of employees, locations and staffing of offices.

## **Tab E – Safety Information**

- Confirm the existence of a comprehensive safety program and briefly describe how it has been effectively used. Provide your Experience Modification Rate (EMR) for the past three years.

## **Tab F – Contract**

- See Attachment C for the University's standard contract to be executed with the successful Respondent(s). 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(s) will be required to execute the University's agreement.

## **Tab G – 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 G, Confidential Information.



## Tab H – 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 H, Supplements. Supplemental information may not be subject to evaluation by the Evaluation Committee.

### SEPARATE SEALED ENVELOPE – Cost Proposal

The template to be used to submit your pricing for this PQS is included as Attachment F, “Cost Proposal”. **DO NOT MAKE ANY CHANGES TO THE FORMATTING OF THE COST PROPOSAL. Failure to submit pricing as requested may disqualify your response.**

Respondents are to submit the completed Cost Proposal in one (1) separate, sealed envelope identified as “Cost Proposal” with the firm’s name and the PQS number and name clearly marked. **Do not include the Cost Proposal in the three-ring binders.**

## Section V – EVALUATION, NEGOTIATION, AND CONTRACT AWARD

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### 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 Essential Documents requested in Tab A), 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	25
3. Ability to Provide Responsive Service	30
4. Personnel Experience	20
5. Safety	10
6. Cost Proposal	15

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 committee will be converted to a ranking order of the Respondents for each evaluator. Rankings shall then be aggregated to establish a Total Committee Ranking for each Respondent. 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.

## **NEGOTIATIONS AND CONTRACT AWARD**

Following the conclusion of the evaluation, the University intends to negotiate with the top ranked firm(s) to provide utility and excavation services on an as-needed basis. The University reserves the right to negotiate concurrently or separately with competing respondents. As deemed in the best interest of the University, the right is reserved to make multiple awards or a single award.

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.