



**Request for Qualifications  
RFQ 1 – 2009-2010  
Construction Manager at Risk Services – South Santa Rosa Campus**

November 10, 2009

TO: Potential Participants

Pensacola Junior College (hereinafter referred to as *PJC*) is soliciting responses to a Request for Qualifications for Construction Manager at Risk Services for a new South Santa Rosa Center located in the Midway area of Santa Rosa County, Florida near the intersection of Highway 98 and Nantahala Road.

Carefully review this Request for Qualifications, it provides specific information necessary to aid participating firms in formulating a thorough response. **Should you elect to participate, complete an original and the required copies of the requested information and return submittals in a sealed box/envelope. Statement of qualifications, consisting of one original and five copies shall be hand delivered and will be accepted until 2:00 p.m. CST on December 1, 2009 at the office of Ms. Angie C. Jones, Director of Purchasing and Auxiliary Services, Pensacola Junior College Barfield Administration Building No. 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998. Submissions must be clearly marked with name of firm and RFQ 1 – 2009/2010.** For more information refer to “Additional Information and Instructions” below. **Late or incomplete responses will not be accepted.**

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

<http://www.pjc.edu/visitors/vendors/currSolicit.asp>

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

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

If you have any questions, please call me at (850) 484-1794 or email me at [acjones@pj.edu](mailto:acjones@pj.edu).

---

Angie C. Jones  
Director, Purchasing and Auxiliary Services

**PENSACOLA JUNIOR COLLEGE**  
**DEPARTMENT OF PURCHASING and AUXILIARY SERVICES**  
**RFQ 1 – 2009/2010**  
**REQUEST FOR QUALIFICATIONS**  
**Construction Manager at Risk Services – South Santa Rosa Center**  
**DUE DATE: December 1, 2009, 2:00 p.m., Central Time**

**Section 1**

**OVERVIEW**

---

**A. General Information and Summary**

Pensacola Junior College is a public, fully accredited member of the Florida College System. The College is soliciting Qualifications Submittals for Construction Manager at Risk services for an educational facility of approximately 33,000 gross square feet with associated site development at a new center in South Santa Rosa County. The project will be a joint use facility in association with Santa Rosa County School District.

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

Total project cost for planning, design, and construction of this project is approximately \$11 million. This project will be LEED certified at the silver level. If your firm has demonstrated expertise and success in delivering projects of this magnitude and complexity you are encouraged to submit your firm's qualifications for consideration and possible award of GMP contract upon successful completion of negotiations.

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

**B. Timetable**

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

Activity	Time Central Time	Date
Issue RFP		November 10, 2009
Questions due	2:00 pm	November 25, 2009
<b>Submittal due date</b>	<b>2:00 pm</b>	<b>December 1, 2009</b>
Public evaluation of submittals by Committee	2:00 pm	December 15, 2009
Notice to short-listed firms		December 16 or 17, 2009
PJC Closed for Holidays		12/18/09 – 1/1/10
Oral Presentations or discussions, if applicable		Week of January 4, 2010
Notice of Intent to Negotiate		Week of January 4, 2010
Notice of Intent to Award		Upon Negotiation Completion

PJC Closed for Martin Luther King, Jr. Holiday		January 18, 2010
--	--	------------------

**C. Contact Person**

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

Angie C. Jones  
 Director, Purchasing and Auxiliary Services  
 1000 College Blvd, Pensacola, FL 32504  
 850.484.1794/850.484.1839 (fax)  
[acjones@pjc.edu](mailto:acjones@pjc.edu).

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

Respondents are fully responsible for obtaining the complete solicitation, Addenda (if applicable), Notices for Public Meetings and other information, by visiting our web site: <http://www.pjc.edu/visitors/vendors/currSolicit.asp>. It is recommended that you bookmark this web site and visit it frequently.

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

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

**D. Response Submission**

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

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

**E. Insurance Required**

1. Workmen's Compensation Insurance for all employees directly employed by the Contractor, as required by Chapter 440, Florida Statutes, for work under this Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by protection afforded by the Contractor. Workmen's Compensation shall meet the requirements of the "Florida Workmen's Compensation Law".
2. Automobile Liability Insurance which shall protect the Contractor and subcontractors performing work covered by this Contract from claims for damages for personal injury, bodily injury, including

accidental death, as well as claims from property damages, which may arise from operations under this Contract, whether such operations be by himself or any subcontractor, or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance shall be Five Hundred Thousand Dollars (\$500,000.00) per claimant; One Million Dollars (\$1,000,000.00) per incident or occurrence.

3. Public Liability Insurance: The Contractor shall procure and maintain, during the life of this contract and for the maintenance period, comprehensive public liability insurance, which shall include comprehensive general liability, with bodily injury limits of not less than \$1,000,000 and property damage limits of not less than \$500,000. A property damage aggregate limit of \$500,000 is acceptable. Combined single limits of \$1,000,000 are acceptable as well. Such insurance, as a minimum, shall contain the coverage parts of premises operations, independent contractors, products and completed operations, personal injury and contractual liability. Limits of Liability shall be \$100,000 per claimant and \$200,000 per incident or occurrence. The exclusion for explosion, collapse, and underground damage shall be removed. Broad Form Property Damage shall be required on Contractor's public liability so that completed operations coverage extends to work performed by the Contractor. Broad form property damage endorsement shall be included as additionally insured, the District Board of Trustees, Pensacola Junior College, Pensacola.
4. Builders Risk Insurance: Contractor shall purchase and maintain in effect a completed value builder's risk policy issued by an admitted carrier in an amount equal to the full completed value of the project. Such insurance shall be issued on an all risk form. Deductible shall not exceed \$5,000. Contractor shall be responsible for any deductible amounts. The District Board of Trustees, Pensacola Junior College, Pensacola, Florida shall be named as additional insured. "The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy required of the General Contractor. The payment of such deductible shall be the sole responsibility of the Prime Contractor and/or subcontractor providing such insurance.

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

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

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

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

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

Coverage of perils of fire, vandalism, malicious mischief, and those included in extended coverage in the amount of one hundred (100%) percent of the values at risk.

## Section II

### Project Overview

---

The College and its Facilities Planning and Construction Department are responsible for managing the design and construction of this important academic facility at its new Santa Rosa County site. The project is being master planned, programmed and designed to include approximately 33,000 gross square feet (gsf) of teaching laboratories, faculty and staff offices and classroom spaces and site development of the new center.

The project site is located on an undeveloped site adjacent to Woodlawn Beach Middle School. This project will include Owner Direct Purchases to take advantage of the college's tax-free status and these purchases will be scheduled, coordinated and accommodated by the Construction Manager on behalf of the College.

#### A. Building Program

The project is to be constructed in a timely manner and to a level of quality that reflects the long-term use of a state owned facility. The project will be designed and constructed to achieve LEED certification, silver level or higher.

#### B. Project Delivery Method

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

#### C. Project Schedule

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

#### D. Stated Cost Limitation

The stated total project cost limitation for the project is \$11 million.

#### 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. Public Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## Section III

### Scope of Services

---

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

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

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

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

##### 1. Design Phase

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

- Work with architect's team, College personnel and College's Building Code Official to determine affordability and constructability.
- Submit for approval by the Architect and the College's Representatives applicable cost and time savings incentive programs.
- Review design documents at various stages of development and provide value-engineering recommendations as necessary.
- Work with design team to evaluate availability of LEED credits and assess their viability.
- Review design documents to minimize errors and omissions.
- Prepare cost estimates and update as needed up to establishing the Guaranteed Maximum Price.
- Coordinate with Architect to finalize the construction documents.
- Prepare for approval a schedule of proposed hourly rates to be used in assessing the Construction Manager's fixed fee for his pre-construction services.
- Review the current budget issues and guarantee a maximum price based on the seventy-five percent (75%) complete Construction Documents and successful negotiations with the Owner. The Guaranteed Maximum Price will include the Construction Manager fees for their construction services and all other project related construction costs.
- Establish the master project schedule identifying all different phases and all milestone items.

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

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

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

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

### **3. Construction Phase Services**

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

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

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

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

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

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

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

## **Section IV**

### **Submittal Information and Instructions**

---

#### **Submittal Information**

- Submittals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- Original response is to be submitted in a three ring binder with the appropriate tab identification as requested within this solicitation. All copies must be securely bound with appropriate tab identification.
- The outer carton of the response shall include the solicitation number and name, and due date.

- Responses must be complete and shall not refer the College to electronic media such as website, cd's, disks, or tapes in order to obtain the required information or submittals.
- Information submitted that is not requested by the College may be considered to be supplemental, and not subject to evaluation.
- For any requested information or required submittals which cannot be incorporated into the binder due to size or binding, provide information following the numbered tab, identifying where the information can be found in the response.
- All required signed and completed copies of the response with the signed Affidavit Form must be delivered to:

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

- **CAUTION: The executed Affidavit Form (Attachment "A") must be signed and submitted as part of your response. Failure to do so shall disqualify your response.**
- **See Attachment B for Additional Information and General Conditions**
- **Attachment C, Public Entity Crime Statement Form, must be completed and returned with sbmittal.**

### Submittal Instructions

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

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

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

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

### Tab A Essential Documents

- Signed affidavit (Attachment A) and signed addenda (if applicable)
- Copy of professional license granted by the State of Florida and other appropriate governing bodies.
- Documented ability to obtain necessary bonding for project.
- Certificates of insurance confirming current worker's compensation, public liability and property damage insurance as required by law.



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

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

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

### **Tab C Experience**

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

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

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

Describe any past mediation, arbitration or litigation experience with Owners, Architects or Sub-contractors. List any active or pending mediation, arbitration or litigation and explain. Has the firm been involved in any litigation in the past five years?

### **Tab D Personnel**

Provide general information about the firm's personnel resources, including trade classifications, number of employees, locations and staffing of offices. Include more detailed information for key personnel proposed to be involved in this project. Key personnel should include the executive in charge, senior project manager, project manager, estimator, project superintendent and project engineer. Summarize the qualifications and experience of proposed key members of the CM team in regard to similar projects. List the names and services to be performed by any additional firms that may be utilized in the execution of CM services.

Project Team – Furnish an organizational chart for the CM's proposed project team. Identify members of the project team and their responsibilities on the project. Provide resumes for the following key personnel that you are proposing for construction services: executive in charge, senior project manager, project manager, cost estimator, construction superintendent, project engineer and major consultants. Highlight professional qualifications and relevant individual experience. Identify the personnel having Leadership with Energy and Environmental Design (L.E.E.D.) accreditation that will be assigned to this project. The College must approve any subsequent substitutions of key team members.

**Tab E Safety Information**

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

**Tab F Construction Management Plan**

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

**Tab G LEED Certification**

Describe your firm's experience with LEED certification on construction projects, including LEED accreditation and experience among personnel to be assigned to this project.

**Tab H Owner Direct Purchases**

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

## Section V

### EVALUATION, NEGOTIATION, AND CONTRACT AWARD

---

#### EVALUATION PROCESS AND CRITERIA

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

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

<b>EVALUATION CRITERIA</b>	<b>Weights</b>
1. Description of Firm	5%
2. Ability to Provide Responsive Service	5%
3. CM@Risk Firm Experience	25%
4. Personnel	20%
5. Safety	5%
6. Construction Management Plan	20%
7. Project Manager LEED Accredited and Experience	15%
8. Owner Direct Purchases Program	5%

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

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

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

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

#### NEGOTIATIONS AND CONTRACT AWARD

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

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

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

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

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

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

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

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

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

**Please Note:**

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

**ATTACHMENT A**  
**AFFIDAVIT FORM**  
**PENSACOLA JUNIOR COLLEGE**  
**NOTICE TO PROFESSIONAL CONSULTANTS**  
11/10/2009

**SUBMITTAL DUE DATE: December 1, 2:00 P.M. Local Time**

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

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

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

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

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

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

\_\_\_\_\_

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

Phone: \_\_\_\_\_ Toll Free # \_\_\_\_\_

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

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

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

**This boxed section to be filled out only if not responding. Return this page via fax # 850-484-1839. Reason for NO RESPONSE:**

## ATTACHMENT B

### RFQ 1 - 2009/2010

#### ADDITIONAL INFORMATION AND GENERAL CONDITIONS

##### I. RFQ INFORMATION

###### A. RFQ SUBMISSION

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

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

Hand-carried Responses must be received at the above address ONLY between the hours of **8:00 a.m.** and **4:00 p.m.** local time, Mondays through Fridays, excluding holidays. If delivered on the due date, the Response must be received in the Pensacola Junior College Department of Purchasing and Auxiliary Services before **2:00 p.m.** December 1, 2009, local time.

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

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

###### B. NO RESPONSE

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

###### C. EXECUTED AFFIDAVIT FORM

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

###### D. MODIFIED RESPONSE

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

**E. WITHDRAWAL OF RESPONSE**

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

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

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

**G. RFQ POSTPONEMENT/CANCELLATION**

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

**H. COSTS INCURRED BY RESPONDENTS**

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

**I. INTERVIEW(S)**

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

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

**J. ACCOMMODATIONS**

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

**K. PUBLIC RECORDS**

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

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

**L. CONFLICT OF INTEREST**

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

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

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

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

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

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

**O. PURCHASES FROM RESPONDENTS CONVICTED OF PUBLIC ENTITY CRIMES**

Pensacola Junior College shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted respondent(s) list for a period of 36 months from the date of being added to the convicted respondent(s) list.

**P. DISPUTES/PROTESTS**

Any qualified respondent who is adversely affected by the College's decision or intended decision regarding a competitive solicitation may file a written Notice of Protest with the Purchasing Department within 72 hours after the electronic posting of award or notice of intent to award, provided the contract has not been fully executed. The Notice of Protest must be received before the expiration of the 72 hour period. Notices of Protest filed after the 72 hour period will be rejected. Notice of Protest should be forwarded to the responsible Purchasing Department contact.

The protesting party must reduce its protest to a written petition and shall file it with the Director of Purchasing within ten (10) calendar days of the filing of the Notice of Protest. Formal written protest not filed within this 10 day period will be rejected. The formal written petition must state with specificity the grounds upon which the protest is based and also the action requested to be taken. Noncompliance with this regulation, in whole or in part, shall be deemed to be a waiver by the protesting party of its rights under this regulation.

Any respondent filing an action shall, at the time of filing of the formal protest, post with Pensacola Junior College a bond payable to Pensacola Junior College Board of Trustees in an amount equal to: 10% of the estimated value of the project; 10% of the estimated expenditure during the contract term; or \$10,000, whichever is less. The bond shall be conditioned upon the payment of all costs,



which may be adjudged against the contractor filing the protest action. In lieu of a bond, Pensacola Junior College may accept a cashier's check or money order in the amount of the bond. Failure of the protesting contractor to file the required bond, cashier's check or money order at the time of filing the formal protest shall result in the denial of the protest.

Failure to file a timely notice of protest or failure to file a timely formal written protest petition shall constitute a waiver of protest proceedings. Any protest filed prior to receipt of notice of the Pensacola Junior College decision or intended decision will be considered abandoned unless renewed within the time limit provided for protests.

## **II. GENERAL CONDITIONS**

### **A. PAYMENT**

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

### **B. LOBBYING**

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

### **C. COPYRIGHTED MATERIAL**

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

### **D. EMPLOYMENT OF UNAUTHORIZED ALIENS**

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

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

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

### **F. FLORIDA SEXUAL PREDATORS ACT**

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

### **G. DRUG-FREE WORKPLACE REQUIREMENT**

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

**Attachment C  
PUBLIC ENTITY CRIMES  
PENSACOLA JUNIOR COLLEGE  
RFQ 01 - 2009/2010  
CONSTRUCTION MANAGER AT RISK FOR SOUTH SANTA ROSA CENTER**

Any person submitting a bid or qualification in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the bid or qualification. However, if you have provided the completed form to the submittal address listed in this Invitation and it was received on or after January 1, 1995, another completed form is not required for the remaining calendar year. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to:

\_\_\_\_\_

(print name of the public entity)

By

\_\_\_\_\_

(print name of entity submitting sworn statement)  
Whose business address is

\_\_\_\_\_

and (if applicable) it's Federal Employer Identification No. (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

\_\_\_\_Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list **(attach a copy of the final order)**.

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 2009

Personally known

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_ (Type of identification)

\_\_\_\_\_  
(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted firm list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a firm, Subfirm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted firm list.