

Intent to Respond Notice

Request for Proposal # 2019C-18 Title: Construction Delivery Order/Job Order Contracting Services

For companies learning of this solicitation from the Internet, please FAX or EMAIL this form today to the Florida State College at Jacksonville Purchasing Department (904) 632-3087, due to the possibility of an addendum being issued changing information. This will place your company on the mailing list for any addendums issued.

Note: Failure to respond to an addendum issued may result in your proposal response being considered Non-Responsive.

Company name: _____

Address: _____

Contact Person: _____

Phone #: _____

Fax #: _____


E-mail: _____

Contact **Audrey B. Monroe**, Associate Director of Purchasing / Construction Contracts Coordinator, amonroe@fscj.edu for additional information if needed.

Address: 501 West State Street, Room 305, Jacksonville, FL 32202

Telephone Number: 904-632-3086

Note: PRE-PROPOSAL CONFERENCE: The College has scheduled a Non- Mandatory attendance RFP pre-proposal conference on 2/19/2019 at 10:00 a.m. EST at the Advanced Technology Center, 401 West State Street, Room T112, Jacksonville, FL 32202.

RFP:	2019C-18	ISSUE DATE:	2/7/2019
RFP TITLE:	CONSTRUCTION DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES		
RFP OPENING DATE & TIME:	3/26/2019 at 2:00 p.m. EST		
RFP Non-Mandatory Pre-Proposal Conference	2/19/19@ 10:00 a.m. at the Advanced Technology Center, 401 West State Street, Room T112, Jacksonville, FL 32202		
PURCHASING AGENT Name and email:	Audrey B. Monroe (amonroe@fscj.edu)		
FLORIDA STATE COLLEGE AT JACKSONVILLE 501 WEST STATE STREET, ROOM 305 JACKSONVILLE, FL 32202-4068	<p style="text-align: center;">REQUEST FOR PROPOSAL</p> <p style="text-align: center;">For Florida State College At Jacksonville</p>  <p style="text-align: center;">Randi Brokvist Executive Director, Purchasing</p>		
EMAIL/FAX Submissions Not Allowed			
Submittal Format is available electronically at www.fscj.edu/bids & www.myflorida.com			

CONTRACTOR INFORMATION & NO RFP BLOCKS *Jacksonville FL - Local Time

Each supplier desiring to be maintained in the College's computerized RFP list for future solicitations is requested to return this single form (only) when submitting a "No RFP".

RFP (see attached) No RFP Reason for Submitting "No RFP": _____

COMPANY SUBMITTING RFP:			
MAILING ADDRESS:			
FEDERAL ID #			
CITY:			
STATE:	ZIP:	TEL:	
FAX:	EMAIL:		

<p>Minority Business Enterprise Type: #</p> <p>Minority Type: # M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American (Eskimo & Aleutian); M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. (Must have greater than 51% minority ownership).</p> <p>Minority Solicitation & Participation: It is Florida State College at Jacksonville "Minority (MBE) Outreach Monitoring Policy" to encourage maximum solicitation (Request for Proposal) and participation by minority firms in its purchase contracts. To this end, minority and non-minority firms responding to this RFP as general contractors are encouraged to conduct similar outreach efforts in its subcontract processes as your efforts will be monitored by the College's District Board of Trustees. While the College does not establish specific goals for minority "set-asides", it does have a 25% minority solicitation (Request for Proposal) monitored goal with awards being to highest rated proposer(s) meeting specifications. Since implementation of the College Minority Outreach Program in December 1, 1991 minority/small business solicitations have been provided to 25% WBE/MBE firms, and awards to minorities have increased considerably on College purchase contracts.</p>
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"CERTIFICATE OF INDEPENDENT PRICE DETERMINATION"

IMPORTANT!! SIGNATURE BLOCK

I certify that this RFP is made without prior understanding, agreement, or connection with any other company or person and is in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the company submitting it.

Officer's Authorized Signature	Officer's Typed Name & Title

TO BE RESPONSIVE, SIGNATURE OF OFFICER AUTHORIZED TO BIND THE COMPANY SUBMITTING THIS RFP IS REQUIRED

POST DATE:	4/29/2019	REMOVE DATE:	5/2/2019
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PROPOSAL'S CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A PROPOSAL AND MAY BE USED TO ENSURE THAT SECTIONS OF THE RFP/PROPOSAL ARE PROPERLY COMPLETED AND RETURNED. THIS FORM IS FOR YOUR USE AND NOT REQUIRED TO BE SUBMITTED WITH YOUR RESPONSE TO THIS RFP.

ON THE REQUEST FOR PROPOSAL (RFP) SHEET (Page #2 of this RFP):

1. Company name, mailing address, telephone, FAX number and Federal ID# blocks are all correctly entered on the Request for Proposal Sheet? ____
2. Minority Business Enterprise Type # correctly entered? ____
3. If not submitting a RFP, have you noted "No RFP" on page #2? Have you stated your reason(s) for not submitting a proposal? ____
4. **Is your RFP proposal signed by an authorized officer of the company submitting this proposal?** ____

REVIEW OF REQUEST FOR PROPOSAL (RFP) SUBMISSION:

1. **Is your total proposal submission less than the Section 1.03 defined total maximum page count?** ____
2. All requested documentation been incorporated in section document is requested in? ____
3. Have you completed the Request for Taxpayer Certification (W-9) form noting your tax employer identification number (or SSN) in the appropriate block? ____
4. **Have you included with your proposal a \$10,000 bid bond or cashier's check?** ____

PROPOSALS RETURNED UNSIGNED ARE CONSIDERED NON-RESPONSIVE AND ARE NOT ELIGIBLE FOR AWARD! PLEASE ENSURE THAT YOUR RFP/PROPOSAL (PAGE 2) IS SIGNED BY AN AUTHORIZED OFFICER FOR YOUR COMPANY.

All proposers are alerted to pay special attention to all sections contained in this Request for Proposal which state to be responsive; they shall be completed and submitted as part of the response to the solicitation in order for your proposal to be considered responsive.

Listed below is an overview of those Sections that need to be included in your firm's proposal. This is not an all-inclusive listing.

Section	Page	Section	Page
Signatory Cover Page	2	Section 5.60	(INDEPENDENTLY)
Section 5.10	(INDEPENDENTLY)	Section 5.70	(INDEPENDENTLY)
Section 5.20	(INDEPENDENTLY)	Section 5.80	(INDEPENDENTLY)
Section 5.30	(INDEPENDENTLY)	Section 5.90	(INDEPENDENTLY)
Section 5.40	(INDEPENDENTLY)		
Section 5.50	(INDEPENDENTLY)		

Review and submit your formal RFPs, proposals by the date and time shown on page #2 cover of this RFP document to:

SEALED RFP #2019C-18
Randi Brokvist
Executive Director, Purchasing
Florida State College at Jacksonville
501 West State Street, Room 305
Jacksonville, FL 32202-4068

Please **boldly** indicate **the RFP number** on the outside of your sealed proposal envelope to assist the College in identifying your RFP.

The College reserves the right to reject any portion or all proposals, to resolicit RFPs or not, and to waive informalities as deemed in the best interest of the College.

Having carefully examined the terms, general conditions, general specifications of this solicitation and special conditions and by signing and submitting your formal proposal thereto including the following commitment and agreement:

ANTI-COLLUSION STATEMENT: The Proposer by signing and submitting a proposal has "not" divulged to, discussed or compared his/her proposal with any other Proposer(s) and has not colluded with any other Proposer(s) or parties to a proposal whatsoever.

NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this proposal and the Proposer being debarred for not less than three (3) years of doing business with the College.

DISCRIMINATION: Any entity or affiliate who has been placed on the discriminatory contractor list may not submit a RFP on a contract to provide goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. This is in accordance with HB 2127, Section 6(3)(a), all invitations to RFP, as defined by 287.012(11)FS, Request For Proposals, as defined by 287.012(15)FS, and any written contract document of the state shall contain a statement informing entities of the discrimination provisions.

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6.00	Proposal/Interrogatories/ Phase II Evaluation Criteria.....	Page 28
7.00	Evaluation Criteria Matrix /Basis of Award	Page 29 - 30
8.00	Schedule	Page 31

Sub-Sections including Attachments Under Separate Covers:

Section 5.10 Company Unique Qualifications and Past Experience

Attachment A	W-9	Page 12
Attachment B	Drug-Free Workplace Certification	Page 13
Attachment C	Minority Business Enterprise/Woman Business Enterprise Certificate	Page 14
Attachment D	Public Entity Crime Form	Page 15
Attachment E	Site Visit Certification Form	Page 17
Attachment F	Cooperative Purchase & Terms of Delivery Submission	Page 18

Section 5.20 References

Attachment A - 1	*Reference Sample Transmittal Letter	Page 3
Attachment A - 2	*Reference Performance Evaluation Survey	Page 4

* That each proposer shall complete and send to your clients **for the client** to fill in and **client to send back directly** to the College prior to defined deadline.

Section 5.30 Proposed Project Staff Qualifications and Experience

Section 5.40 Scope of Services Proposed Including Disaster Recovery

Attachment A	Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	Page 3
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Section 5.50 Proximity and Response Time

Section 5.60 Projected Work Load, Willingness to Meet Time & Budget Requirements

Section 5.70 Volume of Work Previously Awarded by the College

Section 5.80 Company Financial Strength and Bonding Capacity

Attachment A	Financial Attestation Form	Page 3
Attachment B	Surety Bonding Attestation Form	Page 4

Section 5.90 Total Cost/Value (Local R.S. Means Formula Co-Efficient Pricing)

Attachments Under Separate Covers:

I	Material Supplies and Equipment Owners Sales Tax Exemption	Under Separate Cover
II	Sample Agreement	Under Separate Cover
III	Special Conditions and General Conditions for Construction	Under Separate Cover

1.00 Overview

- 1.01 Florida State College at Jacksonville (College) has a requirement for which your company may be qualified to submit a formal proposal in response to this RFP #2019C-18.
- 1.02 This RFP solicits the submittal of priced proposals from qualified general contracting firms that can partner with the College to provide ongoing construction delivery order contracting (DOC) (AKA: Job Order Contracting – JOC) and related services for fast paced construction projects with the projected construction cost not to exceed \$700,000 per project.
- 1.03 The intent of this RFP is to establish indefinite quantity contract(s) to be utilized on construction projects where contract award time is of the essence or a life safety issue needs to be quickly addressed on an “as needed basis.”
- 1.031 It is the College’s intent to award indefinite quantity Construction Delivery Order Contract(s) for projects under \$7K with a licensed general contractor with formula pricing using a bid co-efficient factor using the most current R.S. Means localized cost database.
- 1.04 **To be responsive, this RFP #2019C-18 requires the proposer/contractor:**
- a) Submit with their proposal a \$10,000 bid bond or cashier’s check.
 - b) Has been in the commercial/institutional building construction industry at least two (2) full years.
 - c) Currently holds a Florida State General Contractors license.
 - d) Primary business is construction contracting services.
- 1.05 **To be responsive, proposers shall submit with their proposal a \$10,000 bid bond or cashier’s check.**
Each proposal shall be accompanied by a cashiers or certified check of the Contractor, or a Bid Bond duly executed by the company as principal and having surety thereon a surety company licensed in the State of Florida, in the amount of \$10,000.00. Such checks will be returned to all except the “short listed” Contractor(s) within thirty (30) days after the opening of the proposals, and the remaining checks will be returned promptly after the Owner and the accepted Contractor have executed the contract, or, if no award has been made, within forty five (45) days after the date of the opening of proposals, upon demand by the Proposer, at any time thereafter, so long as he has not been notified of the acceptance of his proposal. Refer to Schedule , Section 8.00 for anticipated dates.
- 1.06 **To be considered responsive, proposers shall deliver before 2:00 p.m. EST. on 3/26/2019 one (1) original hard copy and provide one (1) CD/USB that contains “all” of your documentation** included in the original proposal in a pdf format.

1.07 Instructions as to Preparation of Response: The College will require the use of Two (2) sealed envelopes as part of a proposers' submittal.

- 1.071 Proposal **shall not exceed 75 total pages*** in length to include not only all required FSCJ forms and attachments but any documents that you include in your submittal to:

Randi Brokvist, Executive Director, Purchasing
501 West State Street, Room 305
Jacksonville, FL 32202

***Note: Seventy-five (75) page total maximum submission limit** includes all of the College's forms and any or all attachments. Submittal of double sided pages will be counted as two pages. If your proposal in total exceeds this 75 page limit, **only the first 75 pages** (including any referred to pages) of your proposal will be evaluated. *** Pages that ARE NOT COUNTED in your maximum 75 pages include: the table of contents, the drug-free signature form (Section 5.10, Attachment B) or drug-free policies, the minority business enterprise certification form (Section 5.10, Attachment C) or minority certificates, FSCJ addendum signature page(s) and tab sheets.**

- 1.072 **To be Responsive** submit **ONE (1) ORIGINAL HARD COPY AND ONE (1) CDs OR ONE (1) USB drive with all documentation including the original proposal in .pdf format. BOTH, Envelope #1 and Envelope #2 originals must be marked "ORIGINAL", must have original signatures and be in separate files on the CD OR USB Drive.**

Note: The CD OR USB drive may be placed inside either envelope. Label the CD OR USB drive with the College's name, solicitation number, and your company's name. (i.e. "Copy" Acme Proposal, 2019C-18 to FSCJ)

It is the proposer's responsibility to guarantee the electronic copy is 100% identical to your original hard copy proposal. In the event of a discrepancy, your original hard copy will prevail.

To be responsive your proposal **shall have an original signature on the Signatory Cover Page (page 2)** of an authorized employee/officer with the authority to bind proposer into a contract.

- 1.073 The College will require the use of Two (2) sealed envelopes as part of a proposers' submittal. **Each of the Two (2) envelopes shall be labeled and shall contain the documents as stated in paragraph 5.003 and 5.004.**

1.08 **Public bid opening:** Florida State College at Jacksonville will conduct a Public proposal opening at **2:00 pm on 3/26/2019 at the College's Administrative Offices Bldg. Room #305A, 501 West State Street.**

Pursuant to HB 7223/FS 119.071 the College will not be reading aloud the individual proposed rates/prices at the Public Opening and only open the individual proposals and publicly announce who a /proposal was received from. Sealed proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents.

1.09 Any proposal submitted **shall** have proposed rates/prices firm for at least 120 calendar days from public opening to allow adequate time for college evaluation, board of trustee approval as well as, contract negotiation and execution.

1.10 Direct any inquiries in writing only to the following College staff.

Contact Person: Audrey B. Monroe
Associate Director of Purchasing Construction Contracts Coordinator
Phone: 904-632-3086
Email: amonroe@fscj.edu

Deadline to submit by email (listed above) final written request for clarifications is 3/8/2019 at 5:00 p.m.

1.11 As deemed in the College's best interest, the College reserves the right to:

1.111 Reject any or all proposals submitted.

1.112 To resolicit proposals or not.

1.113 To waive informalities.

1.114 To issue to all proposers Request for Information (RFI's).

1.115 To solicit best and final offers from all finalist firms.

1.116 To negotiate a satisfactory award of any portion(s) of this RFP to the top-ranked firm.

1.117 To terminate negotiations with the top-ranked firm if satisfactory contract can not be negotiated and enter into negotiations with the next ranked proposer until a satisfactory contract can be negotiated and entered into.

1.118 To utilize contract #2019C-18 or other publically solicited contracts available to FSCJ.

2.00 Existing Conditions

- 2.01 Florida State College at Jacksonville (College) located in Northeast Florida has approximately 1,400 fulltime employees and has five (5) campuses and multiple centers and provides instruction to over 50,000 students each year.
- 2.02 The College's campuses and centers are:
- 2.021 Downtown Campus (DNT): 101 West State Street, Jacksonville, FL 32202
- Advanced Technology Center (ATC): 401 W. State St. Jacksonville, FL 32202
 - Administrative Offices (AO): 501 W. State St., Jacksonville, FL 32202
 - Urban Resource Center (URC): 601 W. State St., Jacksonville, FL 32202
 - Main Street Bldg.: 940 North Main Street, Jacksonville, FL 32202
- 2.022 Kent Campus (KC): 3939 Roosevelt Blvd., Jacksonville, FL 32205
- Cecil Center (CC): 5640 New World Ave., Jacksonville, FL 32221
 - o Physical Location: North – 13367 Normandy Blvd., Jacksonville, FL 32221
 - o Physical Location: South – 13450 Lake Fretwell St., Jacksonville 32215
- 2.023 North Campus (NC): 4501Capper Road, Jacksonville, FL 32218
- Nassau Center: 760 William Burgess Blvd., Yulee, FL 32097
- 2.024 South Campus (SC): 11901 Beach Blvd., Jacksonville, FL 32246
- Fire Academy of the South: 2700 Firefighter Memorial Drive, Jacksonville, FL 32246
 - EMS Training Facility: 11980 Alden Road, Jacksonville, FL 32246
- 2.025 Open Campus / Deerwood Center (DWC): 9911 Old Baymeadows Road, Jacksonville, FL 32256
- 2.03 Florida State College at Jacksonville (College) with over 2 million square feet of air-conditioned space on approximately 846 acres within its campuses and centers which annually identifies numerous remodeling and renovating projects on each campus/center that requires the College as a political subdivision of the State of Florida to request funding and evaluate the urgency of the projects.
- 2.04 Proposers are encouraged to contact each Campus/Center Point-of-Contact (see Section 5.10, Attachment E) **to schedule a site visit prior to the question/request for clarifications deadline of 3/8/2019 at 5:00 p.m. The FSCJ Site Visit Certification Form (Section 5.10, Attachment E) will need to be submitted with your proposal whether or not a representative of your firm visits any OR all sites. Site visits are NOT mandatory** although, all proposers are to be familiar with each Campus/Center by reviewing the Overview of each Campus/Center prior to the site visit. **NO QUESTIONS WILL BE ADDRESSED DURING THE SITE VISIT(S), AS ANY QUESTIONS WILL NEED TO BE SUBMITTED IN WRITING PER SECTION 1.10.**
- 2.05 Approximately five (5) years ago, the College solicited proposals to provide Construction Delivery Order Contracting Services and awarded annual indefinite quantity contracts to three (3) General Contractors to perform general Construction Delivery Order Contracting Services for projects up to a maximum value of \$700,000 on an "as needed basis". These contracts are ending June 30, 2019.
- 2.06 It is the College's intent to recommend to its District Board of Trustees that College administration be authorized to enter into a satisfactory agreement with the top ranked #2019C-18 proposer(s), as deemed in the College's best interest. If a satisfactory contract cannot be negotiated, the College will be authorized to commence negotiation with the next ranked proposer. The College intends to award contract #2019C-18 to commence on or about **July 1, 2019**. The College reserves the right to award a contract to a single contractor or to multiple contractors as deemed in the best interest of the College.

- 2.07 It is the College's intent if issuing multi-award contracts would be to cover peak multi-campus simultaneous demand periods, such as winter break and to not bid awarded contractors against each other on the same project as defined in FS 287.055 (2)(g).
- 2.08 The College does not utilize a rotating project assignment system. Although each campus and center selects the contracted Contractor(s) in which to request project proposals, a Contractor may have projects in process at multiple campus's or centers simultaneously.
- 2.09 The College issues per project assignment specific funded Purchase Orders. The Purchase Order issuance is dependent on the "as needed requirements" of the campus or center requesting the services. Any campus or center may have multiple Purchase Orders issued concurrently, dependent on the service required for that campus or center.
- 2.10 The College is a political subdivision of the State of Florida, as such is a self permitting entity, the awarded contractor is required on each project to:
- 2.101 Coordinate FSCJ permitting requirement with the College's Facilities Department Building Code Official.
 - 2.102. Clarify with end users (requesting department personnel) before quoting a project, coordinating with the College the need for utilizing on a project selected outside architectural or engineering firm required for progress inspections, payment authorizations and close-out inspections of the project/job in addition to College inspections so as to build into R.S. Means quotes adequate inspection time and cost.
- 2.11 The Contractor acknowledges and understands that the Construction Contracting services are being performed on public property owned or leased by Florida State College at Jacksonville, which may at various times during the completion of the project/job be occupied by students, faculty and College employees. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.
- 2.111 The Contractor **shall** immediately remove from the job site, for the duration of the job, any employee or sub-contractor employee personnel making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.
 - 2.112 The Contractor **shall** enforce strict discipline and good order among their employees and subcontractor employee at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations.
 - 2.113 Contractor and Sub-contracted employees **shall** wear a uniform identifying the firm they represent. The College reserves the right to exclude anyone from entry into College proper for noncompliance with this requirement.
 - 2.114 In compliance with the Jessica Lunsford Act all Contractor or Sub-contractor employees who perform service at the College **shall** have passed a Duval County Police Department Live Scan, a Level II or FDLE/FBI criminal background check **prior to the start of the project**. The background check will be conducted at the Contractors expense.

2.12 The Contractor, Subcontractors, and their employees will refrain from using foul, abusive, or profane language on College property. The College as of March 1, 2013 is a 100% Tobacco Free on all College grounds. Smokings, use of any tobacco products or carrying firearms/weapons or illegal drugs are prohibited on College property, including all buildings, grounds and parking lots.

2.13 On January 6, 2015, Florida State College at Jacksonville (FSCJ) District Board of Trustees approved Board of Trustees Rule #6Hx7-8.4 in which Engineers and Architects performing design services for the College shall indicate on all building plans that no asbestos-containing building materials are to be used.

As a part of the College’s self-premitting process, all contractors performing work for the College shall comply with all Federal, State, local, and College regulations and policies regarding asbestos. Contractors performing remodeling or renovation activities shall:

- Provide general awareness training for employees working on College projects so that employees are able to identify suspect asbestos-containing materials if found during work activities;
- Immediately cease work and notify the College’s Project Manager and Campus Representative if suspect asbestos-containing materials are discovered during work activities;
- Utilize no asbestos containing building materials. Contractors should use resources such as Safety Data Sheets, product labels, and product manufacturers to make a proper determination. Manufacturers may use the mineral names only, rather than referring to a material as asbestos. Asbestos minerals include chrysotile, amosite, crocidolite, tremolite, actinolite, and anthophyllite; and
- Provide the College a letter stating that work will be performed in compliance with all Federal State, local, and College regulations and policies regarding asbestos and certifying that no asbestos-containing building materials were used.

2.14 Overview of Each Campus/Center:

2.141 Summary Of The Size, Use, And Condition Of The College's Physical Plant: Building and Covered Walkway Areas 2013: REFERENCE FACILITIES Inventory of Jan. 31, 2013

FACILITIES SITE # & NAME	ACRES	GSF	NO. OF BUILDING	BUILT DATES
Downtown Campus	35.8	529,526	7	1979
North Campus	160.0	462,033	22	1971-06
Kent Campus	37.9	414,011*	8	1980-04
South Campus	337.7	618,097	35	1971-05
Nassau Center	102.0	118,114	18	1993-08
Open Campus / Deerwood Center	14.1	516,385*	2	1994-07 (Renovated)
Cecil Center North & South	140.5	187,186	6	2001-2012
District Admin	6.5	82,853	1	1982-04
Main Street Bldgs.	2.1	70,839	3	1974-09

*includes parking garage.

a. **DISTRICT ADMINISTRATION CENTER, DOWNTOWN CAMPUS & MAIN STREET CENTER**

Downtown Campus, District Administrative Offices, Advanced Technology Center, Urban Resource Center, and Support Services Facilities are interrelated and relatively contiguous. They occupy seven adjacent city blocks along State Street, separated by Laura Street, Pearl Street and Broad Street in downtown Jacksonville. Consequently, these five sites are considered as one campus for planning purposes. The combined area of the Downtown Complex consists of twelve buildings with 683,282 gross square feet (GSF) / approximately 597,223 conditioned square feet on about forty acres.

The Downtown Complex includes diverse but related elements. From west to east they are:

- **Urban Resource Center** – Approx. 55,835 conditioned square feet. Completed in 1992, an academic facility that houses Student Services, Institute of Occupational Safety and Health, Pre-Collegiate Studies, Resource Development and Institutional Advancement.
- **District Administrative Office** – Approx. 78,505 conditioned square feet. Completed in 1982, an ancillary center - The Administrative Offices building houses the College President Office, Senior College Executive staff, centralized administrative support staff, Foundation staff, Artist Series Operations staff, Finance/Purchasing staff, Human Resources, Facilities Management and Construction, Marketing and Communication, General Counsel and Institutional Effectiveness and Accreditation, and the Boardroom for the District Board of Trustees.
- **The Advanced Technology Center** – Approx. 126,739 conditioned square feet. Completed in 2001, includes high technology classroom and lab instructional facilities for the Downtown Campus.
- **Downtown Campus** - Approx. 312,968 conditioned square feet between 4 buildings. Buildings A, B, C, & D – includes instructional and student service facilities of Downtown Campus. Buildings A, B, and C were completed in 1979 with Building D renovated in 2003.
- **Main Street Building** – Acquired in 1982, is an ancillary center comprised of two buildings that provide centralized logistical/distribution support to the College. 11 West State Street (approx. 6,748 conditioned square feet). 940 Main Street Building (approx. 16,482 conditioned square feet) is used for administrative offices.
- **35 West State Street Building** – 30,791 GSF with no conditioned areas. Located on the East end of the campus is currently used for surplus equipment storage and vehicle maintenance. Originally constructed as an auto dealership but is nearing the end of its useful life. Basic building maintenance is becoming cost prohibitive so a replacement project is being planned for future implementation. This may include demolishing the existing building and developing an adaptive reuse project that incorporates extensive remodeling of the adjacent aging building at 11 W. State Street.

b. KENT CAMPUS

- Kent Campus was completed in 1979. It has eight buildings with 414,011 GSF (with approx. 287,690 square feet of conditioned space between 7 buildings A-G) on approximately 37.9 acres which includes a main auditorium space. Kent Campus serves the western and southwestern areas of Duval County. This Campus is in an urban area surrounded by major roads and residential areas and only has a half acre of remaining developable property. It faces a major thoroughfare - Roosevelt Boulevard - connecting the town of Orange Park in Clay County and the region's largest Navy Base with Downtown Jacksonville.

c. CECIL CENTER

- After the Navy vacated Cecil Field in August of 1999, the Aviation Center of Excellence was established as what is now called Cecil Center South, located to the south of Normandy Blvd. The College leases two buildings (J & K) from the City of Jacksonville and Building H from the Jacksonville Aviation Authority at the former Naval Base. All three of the buildings were remodeled and now house the College's aviation-related programs. The former Navy Public Works office, Building J, houses avionics instructional programs in as part of the College Aviation Center of Excellence. Building J has an approx. 10,918 square feet of air conditioned space. Building K has an approx. 17,350 square feet of air conditioned space.
- These facilities were followed by construction of a new 46,697 GSF education facility (Bldg. A) and a Truck Driving Facility (Bldg. G) at Cecil Center North on 130 acres owned by the College located to the north of Normandy Blvd. More recently, a new 134,889 GSF Hangar, the Aircraft Service Educational Facility, was constructed at Cecil Center South adjacent to the runway. The facility was developed in partnership with the Jacksonville Aviation Authority to teach maintenance, repair, overhaul, and aircraft painting. The Cecil Center North portion of the center is planned as a six building educational center for general AA & BA programs to serve west Duval County. Previous master plans included a second academic educational facility at Cecil Center North and a Military Public Safety and Security (MPSS) Fire Arms Training Center at another Cecil Field location. The Center continues to expand to accommodate the needs of growing programs for the community and businesses in the area.

d. NORTH CAMPUS

- North Campus, the oldest campus, opened in late 1970. This Campus serves northern and northwestern Duval County and much of Nassau County through its center, the Betty P. Cook Nassau County Center. It has twenty-three buildings with 462,033 GSF on 160 acres. Of the 20+ buildings on site, buildings A-F, K and P are conditioned, with a combined total of approx. 356,551 square feet of air conditioned space.
- Buildings F and K, located in the middle of North Campus site have a total of 19,565 s.f. of conditioned space.
- The most recently constructed building, the Criminal Justice Center (Building P), was completed in June 2000. Building P as approx. 50,995 s.f. of air conditioned space.

e. BETTY P. COOK NASSAU COUNTY CENTER

- The College constructed this Center on 102 acres in Nassau County to meet the specific needs of local residents. The initial 20-acre parcel, acquired in 1987, was increased to a 102-acre campus and is now a full service center supplemented by course offerings at the North Campus. It also provides conference and outdoor “team building” training facilities for local organizations and corporations on the initial 20-acre parcel.
- Currently the Center has 18 buildings with 118,144 GSF of floor area. Outdoor Educational Center (OEC) consists of 11-12 small buildings (cumulatively 23,128 s.f. of conditioned space) including bunk houses, classrooms, caretaker’s home, etc. A relatively new (47,095 GSF / 37,747 conditioned s.f.) Betty P Cook building (Wings A-C) for instructional and support services was completed in August 2000. More recently, the College, along with the Nassau County School District received funding for a joint use Technical Career Center (TECH or T Building). The completed (44,982 GSF/43,904 conditioned s.f.) joint-use facility provides much needed training for high school and College students in high demand vocational areas.

f. SOUTH CAMPUS

- South Campus is the College’s largest campus in acreage and number of buildings opened in 1971. It serves the southern and eastern portion of Duval County. Currently, the Campus has thirty-five buildings with 618,097 GSF on about 338 acres. Approximately 530,616 square feet in 26 buildings of the South Campus are conditioned.
- South Campus is divided in half by a major utility easement. A portion of the Campus is wetlands and conservation areas protected from development but it still has approximately 57 developable acres remaining. The southern half of the Campus facing Beach Boulevard contains the majority of the academic buildings.
 - The largest building (in terms of conditioned area) Building M1 – Performing Arts Center with a total of 87,277 conditioned s.f.
 - Building M2 has a conditioned area of 52,545 s.f.
 - Building M3 has 17,015 s.f. of conditioned space and Bldg. M4 has 8,138 conditioned space. has 4 AHU’s with electric heat strips.
 - Buildings A-D (corners of the structure) have approx. 14,600 s.f. of conditioned space each. Building E and F (perimeter structures) have approx. 7,500 s.f. of conditioned space each. The entire 3rd floor and the center of the structure is Building G - 73,650 s.f. of conditioned space. Building H has approx. 5,600 s.f. of conditioned space.
 - Building N has 27,248 s.f. of conditioned space. Building U has 41,097 s.f. of conditioned space.
 - Building T has approx. 19,684 s.f. of conditioned space.
 - Building R is a Gymnasium with approx. 65,792 s.f. air conditioned space, Building S (approx. 5,000 s.f. with less than 300 conditioned) is part of the second, smaller plant. It houses the chiller, boiler and a small work shop. Building Y houses daycare with approx. 5,000 s.f. conditioned space.
 - Last building is Building Q – approx. 6,621 s.f. of conditioned space.

- The northern half of South Campus is used by the Colleges Fire Training Academy with its assortment of fire training areas and simulation facilities. The Fire Training program originally opened in the early 1980's. The facility at the Fire Training center was completed in December 2010 and includes an instructional lab building and a state of the art Burn Ship Simulator. A second phase of this project includes an Aircraft Rescue Fire Fighting (ARFF) training facility, which was completed in December 2014. It is an integral facility for the Fire Fighting Training program and includes an Aircraft Burn Simulator, supporting infrastructure, equipment and an ARFF vehicle. Collectively, Buildings W1, W2, W5 have approx. 26,500 s.f. of conditioned space.

g. OPEN CAMPUS/DEERWOOD CENTER

- The Open Campus/Deerwood Center (DWC) was originally constructed as a retail mall that was acquired by the College in April 1994. The Center consists of 281,807 GSF (281,389 conditioned) of instructional and student support service areas and a 500 space parking garage on approximately 14 acres. The Center provides a full-range of academic programs in an important business district of the city and houses the College's network operations center and the on-line programs of Open Campus.
- The first phase of remodeling was completed in 2000 and since then, the facility has experienced rapid growth in enrollment. To meet this new demand, the College acquired the balance of the retail space in the mall and constructed the parking garage. This newly acquired retail space was remodeled in 2009, providing additional instructional space along with constructing an Information Learning Commons. The final phase of the project remodeled the vacated backfill areas and was completed in August of 2010. The Open Campus/Deerwood Center continues to achieve high enrollment and strong participation in all its programs.

3.00 Problem Statement/RFP Objectives:

To identify qualified contractor(s) who can provide the College the best combination of preferred Construction Delivery Order Contracting services/management services and the overall best total value.

3.01 It is the College's objective to solicit the submittal of proposals from qualified General Contractor licensed firms to provide Construction Delivery Order Contracting and related services though the process as allowed by Florida Statute 255.103 defined herein.

3.011 It is the College's intention that the resultant contract(s), if approved by the District Board of Trustees at their June 11, 2019 board meeting, would be for an initial contract period of July 1, 2019 through June 30, 2020 with up to five (5) optional one (1) year extension termed periods. Renewal of each term would be subject to satisfactory performance, continued need, mutually agreeable terms and conditions, continued receipt of adequate appropriations by the State of Florida Legislature, and District Board of Trustee approval of extension. In the event that the contract(s), resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified services as long as the accumulative maximum amount of \$15,000,000 has NOT been reached; the College may notify Contractor(s) in writing at least sixty (60) calendar days prior to the expiration date of the contract, and with the written consent of the Contractor(s), extend the contract(s) for such comparable period of time as may be necessary to permit the College's to re-solicit for the continued supply of the identified services.

3.012 The anticipated contract(s) shall have a maximum per funded purchase order (job/project) issuance not to exceed \$700,000 with a maximum capped term period expenditure of \$2,500,000. The resultant contract(s) would be for individual projects less than \$700,000 where individual projects greater than \$200,000 would require a Duval County recorded 100% performance and payment bond issued by a surety licensed to do business in the State of Florida and establish a guaranteed completion date. It is the College's intent; the awarded contract(s) will be resolicited if the fifth-year extension term ends or an accumulative maximum contract amount of \$15,000,000 is reached, whichever occurs first.

3.013 Projects greater than \$200,000 which extend beyond the issued Notice To Proceed established guaranteed completion date in which liquidated damages would apply will be calculated utilizing the Liquidated Damages General Formula for each calendar day or delay:

$$\text{Substantial Completion Liquidated Damages} = \text{Const. Cost} \times .08 \text{ Divided by } 360 \text{ Days} \\ (\text{min. } \$100/\text{Day})$$

$$\text{Final Completion Liquidated Damages} = \text{Const. Cost} \times .04 \text{ Divided by } 360 \text{ Days}$$

3.014 Unfunded annual requirement contract(s) will be awarded to the successful contractor(s). No deliveries are to be made or services provided thereunder each fiscal year until funded purchase orders are issued by the College purchasing department. All such orders will cite the basic contract number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the instructions contained in the funded purchase orders.

- 3.015 CONTRACTOR shall accept a written Notice of Intent to issue a Purchase Order or other written notification authorizing CONTRACTOR to proceed from the Executive Director for Purchasing, or designee, should the project be deemed of an extremely time sensitive or of an emergency nature/safety to life in which awaiting receipt of said OWNER Purchase Order is not feasible before commencing any work.
- 3.016 The quantities set forth herein are estimates only and are based upon past experience and projected usage. The college cannot guarantee, therefore, that the entire quantity of any or all items will be ordered during the period of the contract. Conversely, during the period of the contract, the college reserves the right, as necessary, to order quantities in excess of the estimated quantities at contract prices.
- 3.02 Any resultant contract shall be governed by the laws of the State of Florida and would include a ninety (90) calendar day termination provision without cause or cost for both parties.
- 3.03 Material Supplies and Equipment - Owners Sales Tax Exemption: Contractor shall include in solicitations of subcontractor bids in accordance with Attachment I herein regarding sales tax exemption where bidders would include in their bid all administrative costs including sales tax. Contractor from time to time is encouraged to recommend to the College that it purchase raw materials / equipment directly on an OWNER Purchase Order (PO) net of State of Florida sales tax by submitting a tax agreement signed by the subcontractor and completed manual Requisition for tax saving direct purchases (refer to Exhibit "B" of Attachment I). The College, in turn, would do a deductive change order to Contractor PO equal to the value of the raw materials plus the sales tax saved.
- 3.031 In all cases the parties will attempt to identify materials of significant cost that can be purchased by the College without the payment of sales taxes. Significant cost is defined for these purposes as an amount of materials or equipment in excess of \$5,000 per Purchase Order. The parties agree to use their best efforts to identify these items prior to the signing of a particular delivery order.
- 3.032 If an item has been identified as suitable for tax exempt purchase prior to the signing of the delivery order, the procedure shall be as follows:
- Owner shall purchase the item directly using its own purchase order after the Contractor has completed and signed the requisition/tax agreement(s) as per Exhibit A and Exhibit B of Attachment I.
- 3.033 In those cases, the items identified shall be purchased so as to comply with Florida law regarding tax exempt purchases.
- 3.034 If an item has not been identified for tax exempt purchase prior to the signing of the delivery order, then the procedure shall be as follows:
- Contractor may designate an item as suitable for tax exempt purchase.
 - Upon notice to Owner both parties will determine, by agreement, whether the item shall be purchased by the Owner so as to be tax exempt.
 - Within five (5) business days of notification, the parties shall agree whether the tax exempt purchase shall be initiated.
 - Upon agreement, the parties will initiate a tax exempt purchase in compliance with Florida law, where Owner will be responsible for builders risk insurance and loss up until the raw

materials/equipment is incorporated into the project.

- When the tax exempt purchase is completed, the amount of money due to contractor shall be reduced by the cost of the item, plus applicable sales tax.
- If either party determines that the item should not be purchased in a tax exempt manner, then the purchase of the item will be made by the Contractor as contemplated in the proposed delivery order.
- If Owner delays in making a decision about the tax exempt purchase or delays in the completion of the forms necessary to complete the purchase, then the delay in purchase shall excuse timely performance by Contractor to the extent of the delay.

3.035 In no case shall Owner pay Contractor the cost of any item, or the tax associated with its purchase, if Owner has directly purchased the item under its tax exempt authority.

4.00 Proposal Guidelines/Scope of Services

- 4.01 **PROPOSERS ARE HIGHLY ENCOURAGED TO FOLLOW THE RFP NUMERICAL SEQUENTIAL FORMAT OF THIS RFP #2019C-18.**
- 4.02 **NON-MANDATORY PRE-PROPOSAL CONFERENCE: The College has scheduled a Non- Mandatory attendance RFP pre-proposal conference on 2/19/2019 at 10:00 a.m. at the Advanced Technology Center (ATC), 401 West State Street, Room T-112, Jacksonville, FL 32202 to provide proposers an opportunity to meet with College staff to answer questions.**
- 4.03 **CONDITIONS AFFECTING THE WORK:** Proposers are encouraged to attend the non- mandatory attendance pre-proposal conference meeting and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Proposers should also carefully examine the RFP documents so that they are accurately informed regarding any and all conditions and requirements contained therein that may in any manner affect the work to be performed. The College will not assume any responsibility for proposers' cost to submit proposals or their errors and omissions caused by failure of the part of the proposer to inspect and familiarize themselves with the contract documents.
- 4.04 **RFP INQUIRES:** In order to maintain a fair and impartial competitive process, the College shall avoid any oral communication with prospective proposers other than through the purchasing office during the proposal preparation and evaluation period. However, all proposers will be provided a copy of written questions (**submitted prior to 5:00 p.m. 3/8/2019**) of the College's responses, unless the written inquiry pertained to an administrative or procedural matter. Send all inquiries to the attention of:

Audrey B. Monroe
Associate Director of Purchasing Construction Contracts Coordinator
Florida State College at Jacksonville
501 West State Street, Room 305
Jacksonville, FL 32202-4030
Email: amonroe@fscj.edu

All written questions are due no later than 5:00 p.m. Friday, 3/8/2019. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

If necessary, an addendum will be emailed or mailed to all who are known by the Purchasing Department to have received a complete set of proposal documents. The College posts all addendums on the Purchasing website at www.fscj.edu/bids

- 4.05 **CONE OF SILENCE:** From the time the public advertisement of this RFP takes place until the RFP is awarded and approved by the Board of Trustees, a vendor shall not contact any other College personnel or members of the College's District Board of Trustees, or Administrative staff either directly or indirectly, to discuss the selection process or in an attempt to further their interest in being selected. Failure to abide by the Cone of Silence policy is grounds for disqualification from this RFP process and vendor will not receive further consideration in reference to this RFP.

4.06 **ADDENDA:** Any addenda issued prior to the opening of the RFP for the purpose of changing the specifications of this request for proposal or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the RFP and related documents. Since all addenda are available to proposers the Purchasing website at www.fscj.edu/bids, it is each proposer's responsibility to check with the issuing office and immediately secure all addenda before submitting your proposal. The FSCJ Purchasing Department uses email/mailed by U.S. mail addenda to all known prospective contractors, but no guarantee can be made that addenda will be received.

4.10 NON-EXCLUSIVE:

The College reserves the right as deemed in the best interest to not utilize the awarded contractor(s) and to directly solicit and separately purchase Construction Contracting and related services as required.

4.20 THE AWARDED CONTRACTOR SHALL:

- 4.201 Provide qualified appropriately licensed contractors employees to perform all Construction services.
- 4.202 Be an "independent contractor" providing all required equipment, materials, tools, necessary labor, etc. services for the various types of Construction services in the College's buildings, facilities and property for the work to be performed as specified on each issued Purchase Order.
- 4.203 Sell FSCJ only OEM new and unused parts as required.
- 4.204 Utilize all manufactured items and fabricated assemblies shall comply with applicable requirements of, but not limited to, Occupational Safety and Health Act and any standards thereunder.
- 4.205 Maintain all insurance as specified in Attachment III titled "Special Conditions and General Conditions for Construction" located under separate cover the Special Condition #8.01 and provide and maintain for all terms of the agreement.
- 4.206 Maintain all required licensures authorizing work of this scope as listed RFP #2019C-18 Section 5.117.
- 4.207 At all times guard from damage or loss of property of the College or of other contractors or sub-contractors and shall replace or repair at its cost any loss or damage unless such be caused by the College, other contractors or sub-contractors. The College may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Contractor their agents or subcontractors.
- 4.208 Be responsible for the prompt removal of all debris resulting from his delivery.
- 4.209 At all times keep the construction area, including storage areas used by the Contractor, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the College. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and as original condition satisfactory to the College.

4.2010 In accordance with FS 255.103, for compliance of FS 255.20 and SREF Section 4.2(2) projects equal to or greater than \$300,000, the FSCJ contracted Architect/Engineer drawings and specifications must be referenced on any proposal in which scope of work is to be performed. The FSCJ contracted Architect/Engineer name in which provided drawings, specification and construction administration must also notated.

4.2011 The proposer/awarded contractor shall be prepared to begin full scale operations on July 1, 2019.

4.30 REPORTS:

4.301 MINORITY PARTICIPATION: The College has established a minority outreach program, which has averaged 19 percent of contracts being awarded to small disadvantaged certified minority/women business enterprises (W/MBE) contractors, suppliers and sub-contractors. In support of the Minority Outreach Monitoring Program, participation by minority/women owned and controlled businesses is encouraged the awarded contractor shall provide the College Minority/Woman Owned Business award reports.

The awarded contractor shall provide the College Minority/Woman Owned Business usage semi-annual reports to the attention of the College Executive Director of Purchasing. This semi-annual report shall include at a minimum a summary of the following: All disadvantaged/minority owned business sub-contractor /supplier (on College projects) usage by name of sub-contractor, type of minority/woman owned and dollar amount of the award.

4.40 GENERAL CONDITION:

4.401 EXPLANATIONS TO PROPOSERS: Any explanation desired by a contractor regarding the meaning or interpretation of the request for proposal, resultant Form of Agreement, etc. must be requested in writing from the College's Executive Director, Purchasing with sufficient time prior to the defined established deadline as defined in Section #4.04 to allow for a reply to reach all proposers before the response submission due date of their proposals. Any interpretation made will be in the form of a written addendum which will be furnished by email or US Mail to all known prospective proposers. Its receipt by the proposer must be acknowledged by one of the means set forth in the addendum. ORAL EXPLANATIONS OR INSTRUCTIONS given either at a pre-proposal conference or provided before the submittal of proposals or prior to award of the resultant contract will **NOT** be binding on the College.

4.402 PREPARATION OF PROPOSALS:

- a) Proposals **shall** be submitted on the forms furnished, or copies thereof, and **to be responsive shall** be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the proposal. Telegraphic proposals **will not** be considered. Proposals must be typed or written in ink. Proposers can request a digital copy of this RFP #2019C-18 by contacting Audrey B. Monroe at amonroe@fscj.edu.
- b) Modifications of proposals already submitted will be considered if received at the office designated in the RFP prior to the time set for public opening of proposals.

- 4.403 FAMILIARITY WITH LAWS: The proposer is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant contract shall include requirements that the performance of work and resultant contract shall be governed by the laws of the State of Florida.
- 4.404 ALTERNATE FUNDING SOURCE REQUIREMENTS: Whenever applicable, the Contractor will adhere to all applicable Federal, State, and local ordinances, to include, but not limited to:
Federal Civil Rights Act of 1964
Immigration Reform and Control Act of 1986
State of Florida Workers' Compensation Act
Davis-Bacon Act
Occupational Health and Safety Act
Environmental Protection Agency Laws
Florida Environmental Protection Division Regulations
Florida Department of Transportation Regulations
Copeland Anti-Kick Back Act
FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002
- NOTE:** Subsequent contract(s) to this RFP can be utilized for any project in which FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002 requirement would be applicable.
- Contractor will be notified at the time of proposal request of special funding sources and if additional documentation will be required.
- 4.405 RIGHT-TO-KNOW LAW: It shall be the responsibility of the successful company to comply, fully, with the Florida Right-To-Know Law, and to provide the College's Safety Coordinator with any and all Material Safety Data Sheets (MSDS) of hazardous materials to be used at the college on a project.
- 4.406 TOXIC SUBSTANCES: The awarded contractor shall comply with chapter 87-202, Laws of Florida. The awarded contractor involved in any manner with toxic substances in construction, repair or maintenance of the College shall notify the College's Safety Coordinator, in writing, of any substances to be used which is enumerated in the Florida Substances List, at least three (3) working days prior to using the substance. The notification shall contain: (1) the name of the substance to be used, with MSDS or SDS sheet; (2) where the substance is to be used; and (3) when the substance is to be used. If the awarded contractor uses subcontractors, the successful company shall be responsible for ensuring that all subcontractors comply with Chapter 87-202.
- 4.407 This RFP solicits a level of exceptional construction service to be comparable to the finest operations in the United States. Further, a service that is sensitive and responsive to the needs of the campus and compatible with the educational and cultural objectives of the College.
- 4.408 Contractor **shall** disclose with their proposal the names of any College employees or District Board of Trustees members, which are also owners or employees of your company.

4.409 PAYMENT AND PERFORMANCE BONDS: At the Contractor(s) expense, the Contractor(s) awarded the contract(s) shall furnish and maintain payment and performance bonds for all individual projects costing \$200,000 or more. At all times, the company will have a total bonding capacity of at least \$1 million for work associated with this contract. Awarded contract(s) will be required to submit and maintain 100% performance and payment bonds throughout the duration of individual projects greater than \$200,000 and as specified in Special Condition 10.04 attached hereto.

4.4010 RECORDING PERFORMANCE AND PAYMENT BONDS: Chapter 88-397, Laws of Florida, modifies FS255.05 (1) (a) to require any person entering into a formal contract for public work ... to record in the public records of the county where the improvement is located, the payment and performance bond furnished for the improvement. The recording office for projects in Duval County is the Duval County Unified Courthouse Facility located at 501 West Adams, Jacksonville, Florida 32202.

The Contractor will provide the College Purchasing Department the recorded 100% performance and payment bond for all delivery order's projects under this contract #2019C-18 within 7 business days of written project specific Notice of Awardrequest.

4.4011 PAYMENT: Payments will be made by the College after (a) service has been received and found to fully comply with specifications and properly invoiced or (b) a project has been determined by College personnel to be substantially complete with regard to installation of equipment and related services. Invoices must show the College Purchase Order number and RFP number, 2019C-18, and be submitted to the College as directed per Purchase Order.

Projects equal to or greater than \$200,000 will have a Florida State College at Jacksonville assigned Architect/Engineer to provide drawings, specification and construction administration:

- Not less than thirty (30) days after the previous application, the Contractor shall submit to the Architect/Engineer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment.
- If the Contractor has made Application for Payment as above, the Architect/Engineer will, with reasonable promptness but not more than seven days after the receipt of the Application, issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his reasons for withholding a Certificate.

4.4012 ESUPPLIER INFORMATION: If you are not a current vendor of Florida State College at Jacksonville, you will need to go to <http://www.fscj.edu/discover/governance-administration/purchasing/vendor-application> . Copy and paste this link into your browser, click on esupplier.fscj.edu to sign onto our supplier website, esupplier.fscj.edu. That will take you to the registration portal. Click on New User Account under "Not a Bidder or Supplier". This will take you to the registration pages you will fill out.

By submitting the College a bid, **the winning contractor(s) agrees** that the College payment to your company may be made electronically by ACH or other electronic method. The College requires the winning bidder to register on the College's e-Supplier online system in order for the College to make payment, which will require your attachment of your completed W-9 form.

4.4013 RETAINAGE: In accordance with Florida Statute 255.078, the College will hold 10% retainage on projects/Purchase Orders equal to or greater than \$200,000. Contractor will be allowed to invoice the College (against College Purchase Orders) as work is completed, no more frequently than monthly, where the 10% retainage would be held until 50-percent of the total project/Purchase Order has been completed. After 50-percent completion of the project/Purchase Order pursuant to the contract, the amount of retainage withheld from each subsequent progress payment made to the Contractor will be reduced to 5-percent until the completion and College acceptance of the project/job. For purposes of this section, the term "50-percent completion" has the meaning set forth in the contract between the College and the contractor as the point at which the College has expended 50 percent of the total cost of the construction services purchased as identified in the project/Purchase Order together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the project/Purchase Order.

4.4014 PROJECT BUILD DRAWINGS: The Contractor is to include in R.S. Means quotes on Project Requests, as the College will require not only as built drawings but also PDF drawings.

4.4015 REUSE OF EXISTING PLANS: Upon completion of the project all drawings, plans, specifications or other materials, whether in print or electronic format, prepared by the contractor, and/or sub-contractors in relation to a project/job shall become the property of the College. College owns all rights, including all intellectual property rights, in all original materials it makes available to the contractor or its employees during the delivery of services under this agreement. Contractor agrees that it shall not permit any third party to either duplicate or reproduce any materials in any manner without College's prior written permission. The College shall have the right without additional cost to use these documents or make unlimited reproductions thereof at will as it may desire for remodeling, renovation and/or additions, without further obligation to the contractor and without further liability on the part of the contractor with respect to the reuse of the documents.

4.4016 PERMITTING: The College is a political subdivision of the State of Florida, as such is a self-permitting entity, the awarded contractor is required on each project to:

- Coordinate FSCJ permitting requirement with the College's Facilities Department Building Code Official.
- Clarify with end users (requesting department personnel) before quoting a project, coordinating with the College the need for utilizing on a project selected outside architectural or engineering firm of the project/job in addition to College inspections so as to build into quotes adequate inspection time and cost.

4.4017 PUBLIC RECORDS: Proposer acknowledges that the College, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. A proposer will not be allowed to designate its entire submittal as confidential. The proposer is required to cite/reference the specific Florida statutes exempting specific portions of submission from public disclosure.

Proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including

pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the College contact listed herein.

Contractor shall be in full compliance with public records laws in regard to access to public records as stated in Florida Statute 119.0701 (2) (a) through (d) and defined below for contracts for services with a public agency for which it is acting on behalf of the public agency as provided under Florida Statute 119.011(2)

In addition to other contract requirements provided by law, the Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by Florida State College at Jacksonville in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that Florida State College at Jacksonville would provide the records and at a cost that does not exceed the cost provided in chapter 119, FS, or as otherwise provided by law.
- c) Ensure that public records that are exempt of confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to Florida State College at Jacksonville all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. All records stored electronically must be provided Florida State College at Jacksonville in a format that is compatible with Florida State College at Jacksonville technology systems.

If a Contractor does not comply with a public records request, the Florida State College at Jacksonville shall enforce the contract provisions in accordance with the contract.

Contractor shall notify the College designated contact each time it receives a public records request for public records Contractor has in its possession.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE OWNER CONTRACT ADMINISTRATOR).

5.00 Proposal/Interrogatories/ PHASE I Evaluation Criteria

To be Responsive, Information to be included in your response to this RFP titled: Construction Delivery Order/Job Order Contracting (DOC/JOC) Services, the proposal submittal **shall** include, at a minimum, a detailed response to **all** of the interrogatory questions. Failure to fully answer **all** questions/inquiries may cause your RFP submittal to be considered **non-responsive**.

Proposers are to submit each of the Section #5.00 Subsection (#5.10 through #5.90) completed (“entire”) as directed herein. The College evaluation committee will evaluate responsive written proposals submitted using evaluation criteria defined herein and subject to Board approval, negotiate with the top ranked firm a mutually agreed to contract. Please assure your proposal follows the RFP #2019C-18 numerical order format.

5.001 Proposers are to download each Section 5.00 Sub-section independently, complete and submit each sub-section as listed in Section 5.003.

5.002 Proposer shall **submit each sub-section as a separate files** on the one submitted USB/CD drive. It is the proposer’s responsibility to guarantee the USB/CD drive is 100% identical to your original hard copy proposal. In the event of a discrepancy, your original hard copy will prevail.

Proposer shall submit one original hard copy with each sub-section under a separate tabbed section including ALL requested documentation for that sub-section. Proposal **shall not** exceed 75 total pages in length to include not only all required FSCJ forms and attachments but any documents* that you include in your submittal.

***Note:** Seventy-five (75) page total maximum submission limit includes all of the College’s forms and any or all attachments. Submittal of double sided pages will be counted as two pages. If your proposal in total exceeds this 75 page limit, **only the first 75 pages** (including any referred to pages) of your proposal will be evaluated.

* Pages **THAT ARE NOT** counted in your maximum 75 pages include: table of contents, drug-free signature form or policies, minority business enterprise certification form or minority certificates, FSCJ addendum signature page(s) and tab sheets.

5.003 The College will require the use of Two (2) sealed envelopes as part of a proposers’ submittal.

5.0031 Envelope #1 – “Required RFP 2019C-18 Documents”

- Completed, signed Signatory RFP Cover Page. (Page 2)
- Completed Qualification Submittal. (COMPLETE SECTIONS 5.10 THRU 5.70)
- Completed W-9 Form (Section 5.10, Attachment A)
- Drug-Free Workplace Certification (Section 5.10, Attachment B)
- Minority Business Enterprise/Woman Business Enterprise Certificate (Section 5.10, Attachment C)
- Public Entity Crimes Form (Section 5.10, Attachment D)
- FSCJ Site Visit Certification Form (Section 5.10, Attachment E)
- Cooperative Purchase & Terms of Delivery Submission (Section 5.10, Attachment F)
- Completed Reference Chart (Section 5.202)
- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Section 5.40, Attachment A)

5.0032 Envelope #2 – “Required Total Cost Value, Financial and Bonding Documents”

- Completed Company Financial Strength and Bonding Capacity Submittal. (COMPLETE SECTION 5.80)
- Completed Insurance Form.
- Completed Financial Attestation Form (Section 5.80, Attachment A)
- Completed Surety Bonding Attestation Form (Section 5.80, Attachment B)
- Completed Total Cost/Value Proposal with sample quote. (Section 5.90)
- A \$10,000 bid bond, cashier’s or certified check.

5.004 Each sub-section must be labeled as indicated below:

ENVELOPE #1

Section 5.10 Company Unique Qualifications and Past Experience

Section 5.20 References

Section 5.30 Proposed Project Staff Qualifications and Experience

Section 5.40 Scope of Services Proposed Including Disaster Recovery

Section 5.50 Proximity and Response Time

Section 5.60 Projected Work Load, Willingness to Meet Time & Budget Requirements

Section 5.70 Volume of Work Previously Awarded

ENVELOPE #2

Section 5.80 Company Financial Strength and Bonding Capacity

Section 5.90 Total Cost/Value

6.00 Proposal/Interrogatories/ PHASE II Evaluation Criteria

Information to be included in your response to this RFP titled: Construction Delivery Order/Job Order Contracting Services, the proposal submittal **shall** include, at a minimum, a detailed response to **all** of the questions within the Sub-Sections. Failure to fully answer **all** questions/inquiries may cause your RFP submittal to be considered **non-responsive**.

The College evaluation committee will evaluate responsive written proposals submitted using evaluation criteria defined herein and subject to Board approval, negotiate with the top ranked firm a mutually agreed to contract. Please assure your proposal follows the RFP #2019C-18 numerical order format.

As deemed in the College's best interest, the committee may optionally schedule an interview and/or issue a Best and Final Offer(s) with all finalists or not.

6.10 Finalist (Optional) Best and Final Offers:

The evaluation committee may elect to request best and final offers with finalist(s). The committee will assign up to 40 points based on the finalist response to the best and final issuance to meeting or exceeding the College's minimum or preferred specifications. The College reserves the right to issue all finalists a best and final offer invitation, as deemed in the College's best interest. (0 – 40 points)

6.20 Finalist (Optional) Interview:

The evaluation committee may schedule interviews of their proposed solutions with any finalist (as deemed in the College's best interest). The committee will assign up to 60 points based on the finalist demonstration in the interview of their understanding of the College requirements and commitment to meeting or exceeding the College's minimum or preferred specifications. (0 – 60 points)

7.00 Evaluation Criteria/Basis of Award:

The College will organize an evaluation committee who will review responsive proposals submitted. The committee will meet in a public evaluation meeting (see Schedule in Section #8.00) and assign evaluation points for each criterion as defined herein. The committee will then total up each proposer's points to determine which proposer(s) would be considered a finalist. As deemed in the College's best interest, the committee may optionally schedule an interview and/or issue a Best and Final Offer with all finalists or not.

Recommendation ranking of proposers for this contract will be to that proposer scoring the overall highest evaluation points.

It is the College's intent to recommend to its District Board of Trustees that College administration be authorized to negotiate with the top ranked proposer a satisfactory contract, as deemed in the College's best interest. If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. The College then would begin negotiations with the next ranked proposer until a satisfactory contract #2019C-18 can be negotiated and entered into.

7.10

RFP #2019C-18
Title: Construction Delivery Order/Job Order Contracting Services
Evaluation Criteria Matrix

RFP Section #	Maximum Evaluation Points	Criterion	Proposer	Proposer	Proposer
		Phase I			
5.10	5.0	Company Unique Qualifications and Past Experience			
5.20	15.0	References			
5.30	5.0	Project Staff Qualifications and Experience			
5.40	5.0	Scope of Services Proposed Including Disaster Recovery			
5.50	5.0	Proximity and Response Plan			
5.60	5.0	Projected Work Load, Willingness to Meet Time & Budget Requirements			
5.70	5.0	Volume of Work Previously Awarded by the College			
5.80	5.0	Company Financial Strength and Bonding Capacity			
5.90	50.0	Total Cost/Value (Local R.S. Means Formula Co-Efficient Pricing)			
	100.0	Subtotal (Phase I)			
		Phase II			
6.10	40	(Optional) Finalist Best & Final Offer (If requested)			
6.20	60	(Optional) Finalist Interview			
	100.0	Subtotal (Phase II)			
	200.0	Grand Total of Phase I and Phase II			

8.00 Schedule (ALL times are EST)

2/7/2019	RFP issue date
2/19/2019 10 a.m. – 11 a.m.	Pre-Proposal Conference (Non-Mandatory attendance) Advanced Technology Center, 401 West State Street, Room T112, Jacksonville, FL 32202
3/8/2019 5 p.m.	Deadline to submit (by email to amonroe@fscj.edu) final request for clarifications
3/26/2019 5 p.m.	Deadline to submit (by email to amonroe@fscj.edu) to FSCJ notice of your “intent” to submit FSCJ a proposal
3/26/2019 5 p.m.	Deadline for the College’s receipt (directly from proposer’s clients) of completed “Reference Performance Evaluation Surveys” Attachment A-2.
3/26/2019 @ 2 p.m.	Public proposal opening at FSCJ, Administrative Offices, 501 West State Street, Jacksonville, FL 32202 (3 rd floor Purchasing) Room 305
3/26/2019 thru 4/9/2019	Evaluation committee review responsive proposals submitted.
4/9/2019 9 a.m. - 12 p.m.	Public evaluation meeting, Advanced Technology Center, 401 West State Street, Room T219, Jacksonville, FL 32202
4/23/2019 8 a.m. – 3 p.m.	(Optional) Public interview of finalist, Advanced Technology Center, 401 West State Street, Room T111, Jacksonville, FL 32202
4/23/2019 3 p.m. – 5 p.m.	Public Oral evaluation meeting of (Optional) Public interview of finalist, Advanced Technology Center, 401 West State Street, Room T111, Jacksonville, FL 32202
4/29/2019	Posting of recommendation of award. (If Optional Public Interviews of Finalists is NOT elected)
5/2/2019	End of posting period.
5/2/2019	Notice of College’s Intent to Award issuance
6/11/2019	Recommendation submitted to the College’s District Board of Trustees for approval.
On or about 6/12/2019	Planned date to sign satisfactory contract (upon receipt of specified certificate of insurance)
On or about 6/12/2019	Cashiers or certified checks will be returned to all except the “short listed” Contractor(s) within thirty (30) days after the opening of the proposals.
Date of Execution or 7/1/2019	Date contract RFP #2019C-18 will commence.
On or about 7/1/2019	Finalist’s Cashiers or certified checks returned promptly after the Owner and the accepted Contractor(s) have executed the contract, or, if no award has been made, within forty five (45) days after the date of the opening of proposals, upon demand by the Proposer, at any time thereafter, so long as he has not been notified of the acceptance of his proposal.

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Florida State College at Jacksonville does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the College's Equity Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | equityofficer@fscj.edu.

Florida State College at Jacksonville is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the baccalaureate and associate degree. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, or call (404) 679-4500 for questions about the accreditation of Florida State College at Jacksonville. The Commission is to be contacted only if there is evidence that appears to support an institution's significant non-compliance with a requirement or standard.