



Edward Waters University
Office of Purchasing and Auxiliary Operations
Request for Proposals (RFP) No: 2022-03
Hatcher-Stewart Science and Mathematics Building
Renovation

**Donald R. Pearsall, Assistant Vice President for
Purchasing and Auxiliary Operations
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Jacksonville, NC 32209
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Failure to file a protest within the time prescribed, or failure to post the bond or other security if within the time allowed for filing a bond, shall serve as grounds for immediate disqualification. Any protest concerning the University's agency decision must be timely filed with the Office of the Vice President for Finance, Administration, and Business Innovation Services. Protests may be filed by courier, hand delivery, or U.S. mail at Edward Waters University, Office of Finance, Administration, and Business Innovation Services, 4th Floor Lee-Cousins Bldg., Jacksonville, FL 32209. It is the filing party's responsibility to meet all filing deadlines. The Assistant Vice President for Purchasing and Auxiliary Operations should be copied on such filings.

NOTICE: Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and University holidays, any employee or officer of the University concerning any aspect of this solicitation, except in writing to the Office of Purchasing and Auxiliary Operations Assistant Vice President or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Purpose

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for qualified general contractor to provide construction services for EDWARD WATERS UNIVERSITY, hereafter to be referred to as the “University”, essential services as required by the University through project completion in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

During the contract term and any and all extensions, the contractor shall provide the goods/services described in this RFP. The contractor understands and agrees that this is a requirements contract, and that the University shall have no obligation to the contractor if no goods/services are required. Any quantities that are included in the statement of needs reflect the current expectation of the University. The quantities indicated are an estimate only and the Owner is under no obligation to the contractor to buy any amount of the goods/services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor understands and agrees that the Owner may require goods/services in an amount less than or in excess of the estimated quantities actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim of compensation other than the total of the unit prices in the contract for the quantity actually required by the University.

Background

Edward Waters University (EWU/University) is distinctively the state of Florida’s first independent institution of higher learning as well as Florida’s first institution established for the education of African-Americans. With a distinguished higher education lineage spanning over 150 years, EWU is primed to continue its *Emerging Eminence* as a premier urban, private, Christian, historically black, liberal arts college offering high quality four-year baccalaureate degrees and preparing students holistically to advance in a global society through the provision of intellectually stimulating academic programs of study.

The University offers a close-knit, collegial, intellectual community that draws students and scholars from around the world. True to its historic mission the University’s academic program provides access and opportunity to a high-quality 21st century undergraduate education consisting of a reinvigorated, practical, and engaged liberal arts curriculum buttressed by an array of comprehensive academic services to support high academic scholarship, achievement, and overall student success.

The University's liberal arts curriculum is designed to provide students with a program that is rigorous, inclusive, pragmatic, socially relevant and responsible. As such, EWU is an institution of purposeful intention that employs its resources and aligns its practices to provide students with an impactful academic and experiential program of study. The University's graduates are pioneering leaders, insatiable learners, critical thinkers, and are highly skilled in navigating new environments, integrating knowledge from different sources, and becoming agents for positive change in every sector of our increasingly expanding society and world.

In addition, the academic program at EWU embraces and places high value upon inclusivity and diversity and recognizes that students come to the University from a wide ranging and diverse array of backgrounds.

EWU AT A GLANCE

Edward Waters University is home to nearly 1,000 full-time students and offers five bachelor degree programs including: Biology, Business Administration, Communications, Criminal Justice, and Psychology. The college is a member of the United Negro College Fund (UNCF) and proud of its founding progeny and continuing tradition in the African-Methodist Episcopal (AME) church.

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Schedule of Events

The table below contains the Schedule of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Schedule of Events may be subject to change. All changes to the Schedule of Events will occur through an addendum to the solicitation and notice on the Florida Department of Management Services website.

Respondents shall rely on the Schedule of Events provided below as the source of all official dates and times applicable to this solicitation. Use of any other source could disqualify your bid submission.

Schedule of Events		
Events	Event Time	Event Date
Issue Request for Proposal	By 5:00 PM EST	March 8, 2022
Pre-Bid Conference/Site Visit	2:00 PM EST	March 21, 2022
Submit Written Questions	By 5:00 PM EST	March 23, 2022
Provide Responses to Questions	By 5:00 PM EST	March 24, 2022
Submit Proposals	By 3:00 PM EST	March 30, 2022
Contract Award	TBD	TBD

Mandatory Site Visit

Date: 03/21/2022
Time: 2:00 PM Eastern Time
Contact #: 904-470-8157

Instructions: It shall be **MANDATORY** that each general contractor representative be present for a pre-bid conference/site visit on Monday, March 21, 2022. Attendees shall meet promptly at 2:00 PM Eastern Time, at Milne Auditorium, located in the Lee-Cousins Building, at 1658 Kings Rd., Jacksonville, FL 32209. All attendees must sign in upon arrival and clearly indicate the prospective general contractor represented on the sign in sheet. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, NOR SHALL THEIR BID BE CONSIDERED.** On-time attendance will be strictly enforced.

The purpose of this visit is for all prospective general contractors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposal (RFP). All participants shall stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent general contractor would recognize as effecting the work called for or implied by this proposal.

Participants are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this bid.

Proposal Questions

Upon review of the RFP documents, proposers may have questions to clarify or interpret the RFP in order to submit the best response possible. To accommodate the proposal questions process, Proposers shall submit any such questions by the above due date.

Written questions shall be e-mailed to d.pearsall@ewc.edu, by the date and time specified above. Proposers will enter “RFP”# _____ – Questions” as the subject for the email. Questions submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, the University’s response, and any additional terms deemed necessary by the University will be posted in the form of an addendum via the designated communication method, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise concerning this RFP, shall be considered authoritative or binding. The successful general contractor shall rely only on written material contained in an Addendum to this RFP.

BID SUBMITTAL IMPORTANT NOTE:

This is an absolute requirement. Each proposer shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the proposer’s sole responsibility to ensure its bid has been submitted to this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

Instructions

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Attempts to submit a Bid via email will NOT be accepted.

**Edward Waters University
Office of Finance, Administration, and Business Innovation
Assistant Vice President for Purchasing and Auxiliary Operations
4th Floor, Lee-Cousins Administration Building
1658 Kings Rd.
Jacksonville, FL 32209**

Critical updated information may be included in Addenda to this RFP. It is important that all proposers bidding on this RFP periodically check the Florida Department of Management Services website for any Addenda that may be issued prior to the bid opening date. All proposers shall be deemed to have read and understood all information in this RFP and all Addenda thereto. Contact with anyone working for or with the University regarding this RFP other than the Assistant Vice President for Purchasing and Auxiliary Operations shall constitute grounds for rejection of said general contractor's offer, at the University's election.

Definitions

- a). BAFO: Best and Final Offer, submitted by a proposer to alter its initial bid, made in response to a request by the issuing agency.
- b). BUYER: The employee of the University or Other Eligible Entity that places an order with the proposer.
- c). CONTRACT LEAD: Representative of the University identified on the first page of this RFP who will correspond with potential General contractor contractors concerning solicitation issues and will contract with the successful general contractor providing the best offer to the University, and is the individual who will administer The Contract for the University.
- d). FOB-DESTINATION: Title changes hand from proposer to purchaser at the destination point of the shipment; proposer owns commodity in transit and files any claims, and proposer pays all freight and any related transportation charges. A solicitation may request a proposer to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- e). RFP: Request for Proposal.
- f). ON-TIME DELIVERY: The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

- g). QUALIFIED BID: A responsive bid submitted by a responsible proposer.
- h). SERVICES or SERVICE DELIVERABLES: The tasks and duties undertaken by the proposer to fulfill the requirements and specifications of this solicitation.
- i). UNIVERSITY: The issuing Agency.
- j). THE CONTRACT: A contract resulting from or arising out of proposer responses to this solicitation document.
- k). PROPOSER: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.
- l). PERMANENT: Security officers, both armed and unarmed, who have been assigned to service the University account, only.
- m). LICENSED GENERAL CONTRACTOR: One who is authorized to execute and construct building projects per official licensure granted by the State in which the licensed general contractor works.

BID EVALUATION PROCESS

The University shall review all proposer responses to this RFP to confirm that each one complies with the specifications and requirements of the RFP.

The University will conduct an evaluation of Bids, as follows:

Bids will be received from each responsive proposer in a sealed envelope or package. All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP, or as modified by a bid addendum.

At the date and time specified as the bid opening, the bids from each responding proposer will be opened (**non-publicly**), and the name of the successful proposer and bid's total cost will be documented. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a proposer's pricing position.

At its option, the University may request clarifications, oral presentations or discussions with any or all proposers in order to clarify or to amplify the materials presented in any part of the bid or requested in the RFP. Proposers are cautioned, however, that the University is not required to request presentations or other clarification—and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the proposer. Prices bid cannot be altered or modified as part of a clarification.

Bids will be evaluated, based on completeness, content, cost and responsibility of the proposer to supply the requested goods and Services. Specific evaluation criteria are listed in METHOD OF AWARD.

The University reserves the right to reject all original offers and request one or more of the general contractor submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the University, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the University will make Award(s) based on the evaluation and announce the award, via email notification under the RFP number for this solicitation. Award of a Contract to one proposer does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the University.

General contractor contractors are cautioned that this is a request for offers, not an offer or request to contract, and the University reserves the unqualified right to reject all bids at any time if such rejection is deemed to be in the best interest of the University.

PERFORMANCE OUTSIDE THE STATE OF FLORIDA

Proposer shall complete **ATTACHMENT A: LOCATION OF WORKERS UTILIZED BY GENERAL CONTRACTOR**. In addition to any other evaluation criteria identified in this RFP, the University may also consider—for purposes of evaluating proposed or actual contract performance outside of the State of Florida and to ensure that any award will be in the best interest of the University—how that performance may affect or be affected by the following factors:

- a). Total cost to the University
- b). Level of quality provided by the proposer
- c). Process and performance capability across multiple jurisdictions
- d). Protection of the University's information and intellectual property
- e). Availability of pertinent skills
- f). Ability to understand the University's business requirements and internal operational culture
- g). Risk factors such as the security of the University's property
- h). Relations with citizens and employees
- i). Contract enforcement jurisdictional issues

INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential proposers of the parameters of the solution being sought by the University; and (2) to provide (together with other specified documents) the terms of the contract that results from this procurement. As such, all terms in this RFP shall be enforceable as contract terms in accordance with the contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or

rejected, the University will take into consideration the degree to which proposer have proposed or failed to propose solutions that will satisfy the University's needs as described in this RFP. Except as specifically stated in this RFP, no one requirement shall automatically disqualify a proposer from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the University exercising its discretion to reject a bid in its entirety.

REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a bid, the proposer agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a proposer is unclear about a requirement or specification or believes a change to a requirement would allow for the University to receive a better bid, the proposer is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with the listed dates and times.

PRICING

Bid price shall constitute the total cost to the University for delivery, fully assembled, and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other fees. Proposer shall not invoice for any amounts or requirements not specifically allowed for in this RFP. Complete **ATTACHMENT B: PRICING FORM** and include in Bid.

INVOICES/PAY APPLICATIONS

Proposer shall invoice or submit pay applications as per mutually agreed upon contract terms. The standard process will be to submit invoices/pay applications to the University by hand or via email. An invoice shall accompany each pay application, and shall list detailed line item information to allow Buyer to verify charges against work completed. At a minimum, the following fields shall be included on all invoices and pay applications:

1. General Contractor Name
2. General Contractor Contact Information
3. Payment Remittance Information
4. Customer Name
5. Customer Contact Information
6. Invoice/Pay Application Date
7. Invoice/Pay Application Number
8. Project Name and Location
9. Itemized Charges By Line Item (**Charges are not to be listed in aggregate**)
10. If Personnel, Itemized Charges Will List Name, Title, and Chargeable Service

GENERAL CONTRACTOR EXPERIENCE

In its Bid, each general contractor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the University as described in this RFP.

APPROPRIATE STATE LICENSURE AND CERTIFICATIONS ARE REQUIRED

REFERENCES

General contractor must provide three (3) references for clients where Services were performed in the past three (3) years. The University may contact (one or more or all of) these clients to determine the Services provided were substantially similar in size and scope to those proposed herein and the general contractor’s performance was satisfactory.

Information obtained may be considered in evaluation of the bids.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

FINANCIAL STABILITY

Each proposer shall certify it is financially stable by completing the **ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION**. The University is requiring this certification to minimize potential performance issues from Contracting with a general contractor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the general contractor shall notify the University within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

BACKGROUND CHECKS

Any personnel or agent of the proposer performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the proposer, if so requested by the University.

PERSONNEL

Each proposer shall provide a list of all subcontractors and personnel serving as a part of its construction team. Company names and the names of key individuals are required. It is understood that circumstances regarding personnel may arise resulting in the need to replace someone. However, if companies or key personnel become effected by such circumstances

requiring an immediate replacement, proposer shall notify the University of the circumstance and its plan for replacement, as circumstance may impact project schedule.

GENERAL CONTRACTOR'S REPRESENTATIONS

a). The prevailing general contractor warrants those qualified personnel shall provide Services under the contract to be negotiated by both parties, in a professional manner. "Professional manner" means that the personnel performing the Services shall possess the skill and competence consistent with the prevailing business standards in the industry. The proposer agrees that it shall not enter any agreement with a third party that may abridge any rights of the University under the contract to be negotiated by both parties. Proposer shall serve as the prime contractor under this said contract and shall be responsible for the performance and payment of all subcontractors that may be approved by the University. Names of any third-party general contractor or subcontractors of the successful general contractor, may appear for purposes of convenience in contract documents; and shall not limit proposer's obligations hereunder. The proposer shall retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

b). If any Services, deliverables, functions, or responsibilities not specifically described in this RFP are required for proposer's proper performance, provision and delivery of the Services and other deliverables under the negotiated contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, or deemed necessary by the University, proposer will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the proposer to provide and deliver the Services and Deliverables.

c). Proposer warrants that it has the financial capacity to perform and to continue performing its obligations under said contract; that proposer has no constructive or actual knowledge of an actual or potential legal proceeding being brought against proposer that could materially adversely affect performance of the negotiated contract; and that entering into a contract is not prohibited by any contract, or order by any court of competent jurisdiction.

SCOPE OF WORK

EDWARD WATERS UNIVERSITY is seeking to contract with an licensed and experienced general contractor to provide the following objectives: Construction renovation services for the Hatcher-Stewart Science and Mathematics Building. Colleges and universities are some of the oldest and most stable institutions in the country, and as such they feature environments that facilitate an attachment to place few other institutions can claim. They have long understood the allure of the past, as a way to keep alumni coming home and as a strategy for cultivating future students.

College and university campuses around the world show their historic buildings when selling themselves to parents, prospective students, and donors. Once-grand campus buildings from the 19th and 20th centuries are now finding themselves outdated. In an age when the tools of education such as books, notepads, and ballpoint pens are becoming obsolete, campus buildings are being reinvented, one by one.

What makes a place worth investing tens of millions of dollars for a rehabilitation—its architectural merits, the importance of events that happened there, or both? Compounding this challenge has been the ferocity with which Edward Waters University and colleges and universities around the work, have defended their prerogatives to continue to use their storied buildings as a means of furthering the education of its student constituency for decades to come. Thus, all the more reason to invest in the renovation of our beloved Hatcher-Stewart Science and Mathematics Building.

Built in 1969, the Hatcher-Stewart Science and Mathematics Building will provide students with a central location to further their undergraduate education in the STEM disciplines. This type of attention to student-centered academic excellence is critical to supporting the changing needs of today's diverse learners, and is critical to the schools like Edward Waters University shifting to an integrated, efficient, and pro-data infrastructure, while providing premier academic training in one of its most treasured buildings.

The successful general contractor shall assist the University in the renovation of the Hatcher-Stewart Science and Mathematics Building. The general contractor will use his/her industry knowledge, experience, and resources coupled with the information provided in this RFP and the attached rendering, to design and build a one stop center structure that will provide the University with many years of safe and efficient service to its students, staff, and faculty. The successful general contractor shall consider the following when developing a responsive proposal:

1. New Landscape in front of building
2. Change out windows around building fixed windows -
3. Renovate front lobby per rendering -
4. All new flooring in offices with LVP -
5. Replace old ceiling tile with new light sand finish revealed edge ceiling tile
6. Replace old ceiling fixtures with new LED ceiling lights

7. Remodel breakroom and restroom per rendering – **See Color Renderings as Attached as Separate Addenda**
8. New HVAC system per code
9. New 10yr roof
10. Repave parking lot
11. Building name on building
12. Repaint entire interior building
13. Each contractors shall include in his/her proposals a model of what he/she believes is a necessary and acceptable pre, during, and post construction phase to be considered by the University. The model of the prevailing proposer will be mutually agreed upon by the University and the prevailing proposer.

Technical and Cost Proposal

1. The general contractor must submit both the Technical and Cost Proposal in same binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.
 - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
 - b. Understanding of the problem and technical approach.
 - i. Statement and discussion of the requirements as they are analyzed by the general contractor.
 - ii. General contractor's proposed definitive Statement of Need with explanation of technical approaches and a detailed outline of the proposed project for executing the requirements of the technical scope and achieving project objectives.
 - iii. Architectural drawings, layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and project.

- iv. General contractor should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

2. Preliminary Project Plan:

The General contractor must present a description of the phases or segments into which the proposed project can logically be phased and performed, together with necessary drawings and/or renderings. The technical narrative should address the scope of work separately and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the general contractor that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

3. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience and resumes of proposed staff.

- a. Organizational and Staff Experience: General contractor must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, and names of contact persons, and telephone numbers for such reference.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

- d. Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included. **(NOT REQUIRED FOR THIS RFP)**
4. A work plan is required which describes the general contractor's proposed staff distribution to accomplish this work. The work plan should include the necessary data that will serve as a means of tracking task assignments, workflow management, and track the various components and milestone deadlines. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and estimated amount of time to be devoted to the project. This includes architects as well as regular employees of the general contractor, if relevant.
5. Financial Statements: To certify financial stability, the general contractor shall provide an income statement and balance sheet for last 3 years. General contractor shall also provide a letter, on letterhead from a certified public accounting firm further certifying the financial health and stability of the company. **(NOT REQUIRED FOR THIS RFP)**

II. GENERAL CONTRACTOR'S MINIMUM QUALIFICATIONS

1. General contractors must demonstrate that they have the resources and capability to provide the services as described herein. All general contractors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsive and rejected. The following criteria shall be met in order to be eligible for this contract:
2. General contractor shall demonstrate at a minimum that they have extensive experience in providing design build construction services to colleges and universities with similar size and scope to that of the Edward Waters University. General contractors shall provide company name, person to contact, address and telephone number, description of work performed, and the total value of the Contract.

III. PRICING:

1. The subsequent contract pricing will be based on a unit price model.
2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).

3. Funding shall not be used to supplant existing services.
4. No differential in pay for Federal, State, or Local Holidays shall be made under the provisions of this contract.
 - Scheduled Holidays
 - a. First day of January (New Year's Day)
 - b. Third Monday in January (Martin Luther King Day)
 - c. Third Monday in February (Presidents Day)
 - d. Last Monday in May (Memorial Day)
 - e. Fourth Day of July (Independence Day)
 - f. First Monday in September (Labor Day)
 - g. Thanksgiving Holiday (Various Dates)
 - h. Christmas Holiday (Various Dates)
 - i. Schools will have Spring Break (Various Days) and Winter Break (Various Days).

IV. PROPOSAL PREPARATION AND SUBMISSION:

A. GENERAL CONTRACTOR REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Contractors must submit a complete response to this RFP.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Contractor. All information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the Proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing Agency at its discretion.
 - b. Proposals should be prepared simply and economically providing a straight-forward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.

B. PROPOSAL REQUIREMENTS:

1. Proposals should be as thorough and detailed as possible so that the University may properly evaluate your capabilities to provide the required services. Contractors are required to submit the following items as a complete proposal:
 - a. The return of this complete RFP, signed and completed as required and one digital copy of the RFP with all files and sections clearly labeled to correspond to the sections of this RFP.
 - b. Completed Contractor Data Sheet
 - c. Certificate of Insurance indicating a fully enforced policy covering the following lines of business and amounts:
 1. General Liability – \$1,000,000 per occurrence - \$2,000,000 aggregate

- 2. Automobile Liability - \$1,000,000 combined single limit
- 3. Excess Liability - \$5,000,000
- 4. Professional Liability - \$1,000,000
- 5. Workers Compensation - \$500,000
- d. Safety procedure and protocol to include hot works
- e. Copy of Business License, general contractor's license and bonded certificate
- f. Copy of W9 form

V. PROPOSAL EVALUATION CRITERIA AND METHOD OF AWARD

A committee appointed by the Assistant Vice President for Purchasing and Auxiliary Operations shall meet to review the responses for compliance with the requirements of the RFP. The Committee's evaluation shall be on the basis of the professional services offered by the respondent in accordance with those criteria listed below. Listed numerical value represents maximum number of points earned per noted criterion

- 1. Credentials of firm and References - 10
- 2. Prior construction experience – 10
- 3. Prior experience on a college or university campus - 10
- 4. Price Proposal - 10
- 5. Capability to fulfill the requirements of the RFP, including: - 10
- 6. Financial Strength – 10
- 7. Proposal Completeness – 10
- 8. Articulation of level of sufficient resources and manpower for Optimal and Effective Performance, i.e. vehicles, equipment, supplies, etc. – 10
- 9. Safety Plan – 10
- 10. Detailed Project Plan - 10

Total Points 100

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Term of Contract

The initial term of this contract is through project completion. Successful general contractor shall provide detailed time line from pre-construction to post construction and project completion.

VI. GENERAL CONTRACTOR TERMS AND CONDITIONS:

- A. EWU'S PROCUREMENT POLICY:** This solicitation is subject to the provisions of the EDWARD WATERS UNIVERSITY Procurement Policies and Procedures and any revisions thereto, which are hereby incorporated into this contract in their entirety.
- B. CLARIFICATION OF TERMS:** If any prospective Bidder/Contractor has questions about the specifications or other solicitation documents, the prospective Bidder/Contractor should contact the Purchasing Agent whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- C. COOPERATIVE AGREEMENT:** Any resultant contract of this solicitation may be extended to any public agency or body in the Florida area to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, condition, and scope of service of this proposal. The contractor shall deal directly with each public agency or body in services, invoicing, and payment.
- D. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of EWU.
- E. COMPLIANCE:** By signing this Proposal, the Contractor certifies that it is and will remain in full compliance with:
- a. The Federal Civil Rights Act of 1964, as amended
 - b. The Federal Immigration Reform and Control Act of 1986.
 - c. The Florida Fair Employment Act of 1992, as amended, where applicable.
 - d. The Florida Conflict of Interest Act.
 - e. The Florida with Disabilities Act.
 - f. The Americans with Disabilities Act.
 - g. Section 287.094 (Employment Discrimination Act) of the Florida Public Procurement Act.
 - h. Section 715.12 (Payment to subcontractor) of the Florida Public Procurement Act
 - i. Chapter 112 (Ethics in Public Contracting) of the Florida Public Procurement Act.
 - j. The Antitrust laws of the United States and the State of Florida.

- F. DRUG-FREE WORKPLACE:** The unlawful or unauthorized use of alcohol or drugs is prohibited in the workplace by the Contractor of his/her employees utilized to provide services herein. By submitting proposals, Contractors certify their compliance and understand that violation of these prohibitions is a breach of contract and can result in default action.
- G. CRIMINAL HISTORY:** Edward Waters University reserves the right to restrict activities required to provide the services herein to only persons who are without criminal conviction. This restriction shall not relieve the Contractor of any requirements herein. Upon request of EWU, the Contractor shall obtain a criminal history background check on any person, employee, or subcontractor used for the delivery of services herein. EWU may, in its sole discretion, determine that an individual possessing a criminal conviction poses no risk or threat to the EWU, its employees or clients, and may waive this restriction on a case-by-case basis.
- H. INSURANCE:** By signing and submitting a proposal under this solicitation, the Contractor certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. **Contractors** are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see 69L-6.032 Florida Administrative Code..
- a. The Contractor further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Florida by the Florida State Corporation Commission.
- I. INSURANCE COVERAGES AND LIMITS REQUIRED:**
- a. Commercial General Liability - \$1,000,000 each occurrence.
 - b. Automotive Liability Insurance - \$1,000,000 minimum combined single limit.
 - c. Professional Liability/Errors and Omissions Insurance- \$1,000,000 each occurrence.
 - d. Workers Compensation Insurance - \$500,000
 - e. Excess/Umbrella - \$5,000,000
- J. CHANGES AND ADDITIONS:** It shall be the responsibility of the Contractor to notify EWU in writing, of any necessary modifications or additions in the Scope of this agreement. Compensation for changes or addition in the scope of this agreement will be negotiated and approved by the EWU, in writing. It is understood and agreed to by both EWU and the Contractor that such modifications or additions to this agreement shall be made only by the full execution of a change order. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to the agreement prior to the execution of the change order be at the total risk of the Contractor and said work will not be compensated by EWU.

- K. RESPONSIBILITY OF CONTRACTOR:** The Contractor shall, without additional costs or fees to the EWU, correct or revise any errors or deficiencies in performance. Neither EWU's review, approval, or acceptance of, nor payment for any of the services required under this agreement shall be deemed a waiver of rights by EWU, and the Contractor shall remain liable to EWU for all costs which are incurred by EWU because of the Contractor's negligent performance of any of the services furnished under this agreement.
- L. AWARD:** Edward Waters University may request informal interview with one or more Contractors. Such Contractors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. Proprietary information from competing Contractors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more Contractors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Contractor ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that Contractor. Otherwise, negotiations with the Contractor ranked first shall be formally terminated and negotiations conducted with the Contractor ranked second, and so on, until such a contract can be negotiated at fair and reasonable price. Should EWU determine in writing, and in its sole discretion, that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Contractor.
- M. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that EWU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement EWU will provide the Contractor a thirty-day (30) notice of budget restriction, which will result in termination of this contract.
- N. PAYMENT:** Invoices and pay applications for services shall be submitted directly to the contract lead per this RFP. All invoices and pay applications shall show description of work completed and total amount due. Payment will be made in accordance with mutually agreed upon payment terms. Typically, University pays on a Net 30 day payment schedule.
- O. EXTENTION OF CONTRACT:** This contract may be extended by the EWU for a period of one (1) successive one-year period, under the terms and conditions of the original contract, as mutually agreed upon by both parties. **(DOES NOT APPLY TO THIS RFP)**

- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, EWU, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies with EWU may have.
- Q. CANCELATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. The Contractor may also cancel this contract without penalty upon 30 days written notice to Edward Waters University.
- R. CONFIDENTIALITY:** The Contractor assures that all information and data obtained as to personal facts and circumstances related to individuals being served will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and EWU 's written consent. Any information to be disclosed, except to EWU, must be in summary, static, or other form which does not identify particular individuals.
- S. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:** The Contractor agrees to comply with all aspects of the Health Insurance Portability and Accountability Act (HIPAA) and to safeguard any protected health information of all individuals under Temporary Detention Order (TDO).
- T. LIST OF EXCLUDED INDIVIDUAL AND ENTITIES:** In order to comply with Federal Regulations and Florida Medicaid policy, EDWARD WATERS UNIVERSITY is required to search the HHS-OIG List of Excluded Individuals and Entities (LEIE) monthly for the name/entity identified in this contract in order to validate eligibility for Federal programs. As we are prohibited from doing business with any person/entity appearing on the list, this contract shall immediately become null and void if your name/entity appears on the list. This information will be immediately reported to the Florida Department of Medical Assistance (DMAS).

ATTACHMENT A: LOCATION OF WORKERS UTILIZED BY GENERAL CONTRACTOR

- I. General contractor must disclose accounts within the State of Florida, County of Duval, and City of Jacksonville on this page. Please use continuation pages, if necessary.
- II. General contractor must certify that all staff assigned to Edward Waters University, must remain at the University, always, (permanently stationed), for the duration of the contract term. General contractor further certifies that permanently stationed personnel will not work, or be allowed to work, other accounts while assigned to the University.

Certification Statement:

_____ (**General contractor Name**) certifies that all staff assigned to Edward Waters University, must remain at the University for the duration of the project.

_____ (**General contractor Name**) further certifies that personnel assigned to contracted project per this RFP, at Edward Waters University, will not be pulled, loaned, re-assigned, or transferred to another project jeopardizing the successful and timely completion of project noted in this RFP.

ATTACHMENT B: PRICING

- I. Please indicate pricing structure and methodology on this page. Please use continuation sheets in necessary.**

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of general contractor:

The undersigned hereby certifies that: [check all applicable statements]

- The general contractor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

- The general contractor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The general contractor is current on all amounts due for payments of federal and state taxes and required employment related contributions and withholdings.
- The general contractor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The general contractor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.
- He or she is authorized to make the foregoing statements on behalf of the general contractor.

Note: This shall constitute a continuing certification and general contractor shall notify the contract lead within 15 days of any material change to any of the representations made herein.

—If any one or more of the foregoing boxes is NOT checked, general contractor shall explain the reason(s) in the space below, or on a separate sheet of paper.