

ATTACHMENT B – Construction Manager at Risk

ADDITIONAL PQS INFORMATION AND TERMS

I. PQS INFORMATION

A. PQS SUBMISSION

The required copies of the PQS Response with the signed Affidavit form must be received by Florida Polytechnic University Procurement Department no later than the due date, time and location as stated in this PQS.

Each Response is to be submitted in a three ring binder with the appropriate tab identification as requested. Responses are to be submitted in a sealed container. The entire PQS response is limited to forty double-sided sheets or eighty pages, plus dividers. No pertinent data may be included on the dividers, as it will not be considered.

Hand-carried Responses must be received at the address shown below ONLY between the hours of **8:00 a.m.** and **5:00 p.m.** local time, Mondays through Fridays, excluding holidays. If delivered on the due date, the Response must be received in the FL POLY Mail Room (verify) 4550 Polytechnic Circle on the JD Alexander Campus before the deadline date and time shown in the solicitation.

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

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

B. EXECUTED AFFIDAVIT FORM

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

C. MODIFIED RESPONSE

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

D. NO RESPONSE

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

E. WITHDRAWAL OF RESPONSE

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

F. LATE RESPONSES, LATE MODIFICATIONS, AND LATE WITHDRAWALS

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

G. PQS POSTPONEMENT/CANCELLATION

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

H. COSTS INCURRED BY RESPONDENTS

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

I. INTERVIEW(S)

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

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

J. ACCOMMODATIONS

Persons with hearing or speech impairments or a disability requiring reasonable accommodation for pre-submittal or other meetings should contact the Procurement Department at least five working days in advance.

K. PUBLIC RECORDS

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

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

CM agrees that it will comply with Florida's Public Records Law. Specifically, CM agrees that it will:

- A. Keep and maintain public records that ordinarily and necessarily would be required by FL POLY in order to perform the services performed by Contractor under the Agreement;
- B. Provide the public with access to such public records on the same terms and conditions that FL POLY would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfer to FL POLY, at no cost, all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to FL POLY in a format that is compatible with the information technology systems of FL POLY.
- E. The failure of Contractor to comply with the provisions set forth in this Addendum shall constitute a default and breach of this Agreement and FL POLY shall enforce the default in accordance with the provisions set forth in **Attachment C**, Article 19.

L. CONFLICT OF INTEREST

Any contract entered into pursuant to this solicitation is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submittal the name of any officer, director, or agent who is also an employee or officer of Florida Polytechnic University. Further, all respondents must disclose in writing the name of any University employee or officer who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches. Such relationship or ownership may result in disqualification, and any contract entered into in violation of such provisions shall be rendered voidable. For additional information, contact the Ethics Commission at 850/488-7864.

M. RULES, REGULATIONS, AND LICENSING REQUIREMENTS

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

N. MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

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

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

O. PURCHASES FROM RESPONDENTS CONVICTED OF PUBLIC ENTITY CRIMES

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

P. POSTING OF AWARD/PROTESTS

The Intent to Award, if any, will be posted on the Florida Poly website for review by interested parties, and will remain posted for a period of seventy-two (72) hours; excluding weekends, federal holidays and Florida Poly holidays.

Failure to file a notice of protest or failure to file a timely formal written protest petition in accordance with the Florida Board of Governors Regulation 18.002, or Vendors failure to post the Solicitation Protest Bond or other securities as required by the Board of Governors Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings. Any protest filed prior to receipt of notice of the FL POLY decision or intended decision will be considered abandoned unless renewed within the time limit provided for protests.

II. GENERAL CONDITIONS

A. PAYMENT

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

B. INSURANCE

Successful consultant must maintain a minimum of \$2,000,000 in General Liability Insurance and meet all other minimum insurance requirements shown in **Attachment D**.

C. LOBBYING

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

D. COPYRIGHTED MATERIAL

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

E. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

F. THE U.S. FAIR LABOR STANDARDS ACT – FLSA

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

G. FLORIDA SEXUAL PREDATORS ACT

Any Contractor or Sub-contractor who is awarded a contract by the University must comply with F.S. 775.21 related to the registration of any employee who is a convicted sexual offender or predator. For

additional information, contact the Florida Poly Police Department at 863-874-8480.

H. DRUG-FREE WORKPLACE REQUIREMENT

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