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# Request for Proposals for Bethune-Cookman University's John O. Gross Science Building

*April 2023*





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## **Part 1 - Project Background and Introduction**

Bethune-Cookman University (B-CU), founded in 1904 by Dr. Mary McLeod Bethune, is a historically Black, United Methodist Church-related, private, coeducational, residential University offering undergraduate and graduate degree programs. Located in the Atlantic coast city of Daytona Beach, Florida, the University's main campus consists of 66 academic, administrative, and student support buildings spanning over 86 acres of land accessible from interstate highways 4 and 95 and Daytona Beach International Airport. The mission of Bethune-Cookman University is to educate a diverse community of learners to become responsible, productive citizens and solution-seekers through the promotion of faith, scholarship, creative endeavors, leadership, and service. (Revised and approved by the B-CU Board of Trustees, January 17, 2020)

Bethune-Cookman University has been awarded a grant by the United States Department of Education; among other items in the award, the inclusion of the renovation of the John O. Gross Science Building on its main campus in Daytona Beach, Florida. This Project will renovate 52,851 (GSF) gross square feet, providing highly flexible teaching spaces for interdisciplinary learning. The building will feature acquiescent teaching and collaborative research laboratories, active learning classrooms, administrative areas, informal gathering spaces, and possibly shell space for future growth.

The College of Sciences, Engineering, and Mathematics is a place of discovery—discovering the latest developments in various fields and discovering outstanding career options. Each area of study is a community where individual talents, backgrounds, and perspectives are recognized and appreciated. Students graduate prepared for hands-on leadership in their fields or for advanced study. To this end, the growth of this critical area is essential—this growth with the need to renovate spaces using innovative methods to provide an optimal student-learning environment. Moreover, the building will house ground-breaking research involving faculty, staff, and students to continue to grow scholarship and service to the B-CU community.

The University invites potential offerors to submit a proposal to provide design-build services for the renovation of the John O. Gross Science Building located at 621 Dr. Mary McLeod Bethune Blvd, Daytona Beach, Volusia County, Florida. The Project includes, among other things, design, preconstruction, and construction services to modernize the existing facility to accommodate increased enrollment, research, and outreach programs. The design-build mechanism will engage teams that include an architect, engineers, and a contractor to accommodate the specifics of the Project as discussed in this document.

To aid in the progress of the mission of the University, the ascension to excellence through increased enrollment and stewardship is paramount to the core of teaching,



scholarship, and service. The University recognizes STEM as one of the focus areas for African American students as underrepresented in STEM fields and the need to focus on STEM-related research. After the strategic recruitment of expert faculty, the University recognizes the need to improve the infrastructure necessary to build leaders of tomorrow.

The John O. Gross Building was constructed in 1948 and has received two significant renovations over the years, but it desperately needs major modernization. As mentioned, the building is approximately 52,851 square feet and serves both graduate and undergraduate students. The University replaced the windows in 2020. In December 2022, Charles Perry Partners, Inc. completed an assessment of the building and its systems; the report is part of the Project's package.

In the fall of 2022, the University's student enrollment was 2,727. Inclusive of the 2,727, student count, the College of Science, Engineering, and Mathematics has a student enrollment of 310 majoring in seven degree-granting programs. In addition, the college serves over 1000 additional students who receive instruction in STEM fields. The College anticipates growing enrollment to over 500 during the next five years. This growth also dictates the expansion and implementation of various programs and research projects during that period.

### **Instructions for Offerors**

It is the responsibility of the Offeror to read and understand the contents of this document thoroughly. Questions are welcomed and will be answered immediately upon submission to the appropriate point of contact. A pre-proposal conference will convene at 10 a.m. on April 14, 2023, in the lecture hall in the John O. Gross Science Building. The purpose of this meeting is to allow for questions and a walk-through of the building for potential offerors to familiarize their teams with the environment. For directions, don't hesitate to contact Mrs. Gloria Sims-Brown at 386-481-2040 or [simsg@cookman.edu](mailto:simsg@cookman.edu).

This Request for Proposals (RFP) is for the design, permitting, site preparation, and renovation/construction of the facility per the approved documents and the owner's project requirements. The design and construction of these facilities should apply the principles and practices of sustainable design and development using U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) for New Construction and Major Renovations. The University desires to achieve LEED Silver Certification under the current version of LEED.

The table below conveys the number of current spaces and includes the desired number of areas using the best space utilization methods possible. A digital copy of the blueprints of the building is in this RFP package.

| Type of Space   | Current | Desired                                |
|---|---------|--|
| <b>Larger Lecture Hall (Seat 100 students)</b>          | 1       | 1-2 if possible                        |
| <b>Classrooms</b>                                       | 10      | 15                                     |
| <b>Computer Labs</b>                                    | 6       | 8                                      |
| <b>Research Labs</b>                                    | 11      | 20                                     |
| <b>Teaching Labs</b>                                    | 9       | 12                                     |
| <b>Offices (Dean has two) organized by departments)</b> | 37      | 45                                     |
| <b>Office Suites (with four offices)</b>                | 3       | 4                                      |
| <b>Lounge</b>   | 1       | 1                                      |
| <b>Conference Room</b>                                  | 1       | 2                                      |
| <b>Janitor's Supply Rooms</b>                           | 2       | 2                                      |
| <b>Biology and Chemistry Supply Rooms</b>               | 2       | 3                                      |
| <b>Bathrooms</b>  | 7       | 10 (including gender neutral)          |
| <b>Copy Room</b>  | 1       | 3                                      |
| <b>Equipment Room</b>                                   | 1       | 3                                      |
| <b>Storage Room</b>                                     | 1       | 3                                      |
| <b>Elevator</b>   | 1       | 2                                      |
| <b>Cold Rooms</b>                                       | 0       | 2                                      |
| <b>Autoclave Room</b>                                   | 0       | 1                                      |
| <b>Animal Room</b>                                      | 1       | 1                                      |
| <b>Warm Room</b>  | 0       | 1 (on each side of the Biology floors) |
| <b>Kitchenette</b>                                      | 0       | 1 per floor                            |
| <b>Open Collaborative Spaces</b>                        | 0       | 1 per floor                            |

### **Project Budget and Funding Limitations**

B-CU has an approved budget of \$6 million for this Project. Accordingly, Offerors are to base their proposals on the approved budget. Upon award, the Agreement for design-build services will commence based on the proposals and presentations submitted on or before the closing date of this announcement. The Contract will be cost plus fixed fee with a guaranteed maximum price (GMP) type contract. Offerors are not required to submit trade costs or a proposed GMP with their proposals.

The development of the trade costs will occur later in the Project under the procedures outlined in this RFP. Adjustments to the fees and the maximum price of general conditions should (i) the overall dollar amounts allocated for the Project increase by more than (10%) above the approved budget for the Project as of the date of issuance of this RFP; or (ii) if the University elects to delay or extend the Project schedule beyond that described herein for reasons other than the delay caused by the Design-Builder, and in such an instance, only following the terms of the resulting Agreement. Substantial

completion is anticipated by December 2023, with the opportunity to extend the date as mutually and amicably agreed by the University and the awardee.

B-CU intends to implement the Project through a design-build approach. The Scope of Work for the Project is in two phases: (i) the Design and Preconstruction Phase; and (ii) the Construction Phase. During the Design and Preconstruction Phase, the selected Design-Builder, in consultation with B-CU, will be required to:

- Develop and advance the design following B-CU's requirements to permit drawings/specifications and submit for permit(s);
- Progress the permit drawings/specifications for the Project to construction documents ("Construction Documents"); and
- Develop a GMP for the Project. In developing the GMP, the Design-Builder must obtain quotes from trade subcontractors based on the approved design documents.

A full description of the GMP's formation process is in this Agreement. Construction and construction administration services for early authorized work (e.g., abatement and demolition) may also occur. During the Construction Phase, the Design-Builder, in consultation with B-CU, will be required to provide construction and construction administration services to:

- Selectively demolish sections of the interior of the existing building, if necessary;
- Conduct abatement of hazardous materials, if necessary; and
- Construct any new addition as necessary and agreed upon by B-CU.

The completed Project must be available for occupation by the University no later than the Substantial Completion Date unless otherwise agreed. B-CU contemplates that construction will begin in June 2023. If necessary, abatement, interior demolition, and other extended lead items may be released earlier.

B-CU's point of contact ("POC") for matters related to this RFP with any interested parties, including Offerors, should be directed in writing to the following:

**Name:** Mr. Girvan Calder

**Title:** Executive Director of Facilities

Daytona Beach, FL 32114

**Phone:** 386-481-2087

**E-mail:** bcgeneralservices@cookman.edu

The Offeror's point of contact identified in response to this RFP must submit all communications and requests for information. Written communications to B-CU from Offerors shall reference the correspondence associated with the John O. Gross Science Building – Design Build Services. B-CU disclaims the accuracy of information derived from any source other than the POC, and the use of any such information is at the sole risk of the Offeror.

### **Design-Builder Designated Point of Contact**

All Offerors responding to this RFP shall provide the name, address, phone number, and e-mail address of their designated point of contact to the B-CU's POC as part of its proposal. Offerors shall notify B-CU of any changes in the Offeror's designated point of contact's information. Notification of change(s) may be communicated by e-mail and shall be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive post-bid addenda or other essential communications from B-CU, for which the B-CU shall not be responsible.

### **RFP Schedule and Project Milestones**

Bethune-Cookman University anticipates procuring the Project following the milestones leading to the award of the Agreement. The schedule is subject to revision, and B-CU reserves the right to modify it as necessary at its sole discretion.

#### **RFP Schedule**

**RFP Advertisement:** April 1, 2023

**Pre-Proposal Conference:** April 14, 2023

**Site Visit:** April 14, 2023

**RFP Questions due to the B-CU:** April 17, 2023

**Proposals Submission Due date:** May 1, 2023

**Public Bid Meeting / Potential Award Date:** May 8, 2023

**Final Award Date:** May 11, 2023 (If an awardee is not chosen on May 8, 2023)

**Notice to Proceed / Contract estimated date:** May 15, 2023

### **Project Schedule**

B-CU will establish milestones for the Agreement's completion dates for the Project after the team is selected. However, the Substantial Completion Date shall be by December 31, 2023. Suppose an Offeror proposes a Substantial Completion Date earlier than December 31, 2023, and B-CU agrees to such a date. In that case, B-CU will deem such a proposed

date as the contractual Substantial Completion Date for the Agreement for all purposes, including liquidated damages.

## **Selection Criteria**

Part 3 of this RFP will guide the evaluation of Proposals.

## **Economic Inclusion**

B-CU requires that Local, Small, and Disadvantaged Business Enterprises ("LSBDE") participate in this Project as fully described in Part 4 of this RFP. In addition to LSDBE participation as described in Part 4 of the RFP, B-CU requires that Florida residents participate in the Project to the greatest extent possible.

## **RFP Documents**

The documents in this RFP consist of all its parts, appendices, attachments, and exhibits contained or identified in the RFP's sections (Collectively, the "RFP Documents"). Each Offeror shall review the RFP Documents and provide questions or requests for clarification, including but not limited to terms that it considers ambiguous or to which it takes exception.

B-CU's POC will address such questions or requests submitted within the time specified in this document. B-CU will review all questions and requests for clarification received and, in its sole discretion, may modify the RFP Documents through addenda if deemed appropriate. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued addenda. Attachments to this RFP include the following:

- Attachment A** Form of Offer Letter/Bid Form
- Attachment B** Bid/Offeror's Certification Form
- Attachment C** Past Performance Evaluation
- Attachment D** Conflict of Interest Disclosure Statement
- Attachment F** Employment Plan
- Attachment G** SBE Subcontracting Plan
- Attachment H** Bid Guarantee Certification

### *Obligation to Meet All of the Requirements of the RFP Documents*

If awarded the Agreement, the Design-Builder will be obligated to meet all of the requirements of the RFP Documents for the Project Budget and within the Agreement schedule.

### *Offeror's Pre-Proposals Responsibilities and Representations*

Each Offeror shall be solely responsible for examining the RFP Documents, including any addenda issued to the RFP, and any conditions which may in any way affect the Offeror's Proposal or the performance of the Work on the Project, including but not limited to:

- Examine and carefully study the RFP Documents, including any addenda and other information or data identified in all of the RFP Documents;
- Visit the Project site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect the fees required with the Offeror's Proposal;
- Address all potential impacts with third parties and ensure all such consequences are in the Offeror's Proposal;
- Become familiar with and aware of all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- Determine that the RFP Documents are sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Offeror's work on the Project; and
- Notify B-CU in writing of all conflicts, errors, ambiguities, or discrepancies the Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk, and Bethune Cookman University will provide no relief.

## **Part 2 - Project Requirements**

### **Scope of Work**

Under this RFP, B-CU will engage a Design-Builder to provide all design and construction services required to design and complete the Project. The Project shall be complete, operating, and ready for use on or before the Substantial Completion Date and within the Project's budget as specified in this RFP. The Project is at 621 Mary McLeod Bethune Blvd, Daytona Beach, Florida. Generally, the design-builder's responsibilities shall include, but will not be limited to, the following:

- To confirm the design and construction of the Project per the RFP Documents;
- To provide all design services and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, architectural, electrical, structural, and mechanical design services as required for the Project; construction management services inclusive of budgeting, value engineering ("Value Engineering"), scheduling, project administration, management and coordination of subcontractors;
- To conduct subsurface investigation work if and as required for the Project.
- To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor, and other services necessary to complete the Project.

### **Design-Builder's Duties; General Intent**

The Design-Builder will be required to present a conceptual design with the proposal submission that will continue through a collaborative design process with the administration of B-CU to develop the final plan for the Project per the available budget. The Design-Builder will be required to engage in extensive preconstruction efforts to ensure that the development of the design is in a manner consistent with the B-CU's goals for the Project (e.g., programmatic, budgetary, schedule, and quality); to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and plan for the job; and to implement the requisite construction and other work necessary no later than July 15, 2023. The Design-Builder will be required to provide a "turn-key" Project ready for occupancy by B-CU's College of Science, Engineering, and Mathematics and shall be responsible for all cost items.

## **Design and Preconstruction Phase**

### **Initial Deliverables**

The Preconstruction Phase will start with issuing the notice to proceed or a formal contract and through the execution of the GMP amendment ("GMP Amendment") for preconstruction and construction services. If there are any ambiguities or inconsistencies between this RFP and the Standard Contract, the order of precedence is The Standard Contract and then the RFP.

A Proposal that identifies or describes changes or exceptions to the Standard Contract Provisions or the Preconstruction NTP may be deemed non-responsive. The initial task will be to develop a concept design and budget for the Project. As part of this effort, the Design-Builder shall prepare and provide the following initial deliverables:

### **Building System Assessment**

A Building System Assessment is in this RFP package.

### **Baseline Schedule**

Within ten (10) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a Baseline Schedule for the Project (the "Baseline Schedule"). The Baseline Schedule shall be prepared in sufficient detail in a critical path method ("CPM") to permit B-CU, the Design-Builder, and any other affected parties to plan the Project properly. The Baseline Schedule shall be subject to review and approval by B-CU, and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by B-CU. The Baseline Schedule shall show the following:

- Key design milestones and bid packages;
- Release dates for long lead items;
- Release dates for key subcontractors; and
- Actual and final completion dates.

The Baseline Schedule shall include durations and logic ties for those building systems that the Design-Builder recommends replacing. The Baseline Schedule must be in an amicable format agreed by B-CU and the Offeror's point of contact and shall be updated by the Design-Builder, at a minimum, bi-weekly basis.



## **Concept Design**

Included with the proposal submission, the Design-Builder shall prepare and submit a proposed concept design for the Project. The concept design shall contain at least the level of detail contemplated in the AIA standard Contract. It shall include such detail as is typically required for a concept design under the AIA Best Practices. The design submittal shall identify any deviations from the Scope of Work or Specifications outlined in this document. Moreover, the Offeror shall explain such variation's rationale and cost implications.

B-CU shall have the right to disapprove the concept design submittal for any reason and use this as a basis for disqualification from the design-build process. Following acceptance and award of the Contract, the Design-Builder shall revise the schematic design submission as necessary to incorporate comments, feedback, and other direction in the design provided by B-CU. The concept design submittal shall include but are not limited to the following:

- Conceptual floor plan and site plan, including Swing Space concept design
- Updated property survey, including notations of utilities and all other easements;
- Hazardous materials survey. It is the understanding that the Design-Builder or its design component may engage the services of an industrial hygienist that is acceptable to B-CU to perform such a survey;
- Flow test results; and
- Record of accepted LEED strategies.

## **Preliminary Budget Estimate – Schematic Estimate**

Concurrently with the delivery of the concept design, the Design-Builder shall submit a detailed cost estimate of the proposed plan (such estimate, the "Preliminary Budget Estimate"). The primary purpose of the Preliminary Budget Estimate is to aid B-CU in understanding the costs associated with critical elements of the Project to prioritize and manage the use of the funding allocated to this Project. Concerning building systems (i.e., roofs, doors, HVAC, security, IT, etc.), the preparation of the Preliminary Budget Estimate is on a "system" basis that identifies the critical building systems or function and allocates an estimated cost for each such system. The estimate should include, in separate line items, the design-build fee, the price of general conditions, and contingencies. More, the University will use this estimate in project selection in tandem with the qualifications of each team.

### **Baseline Budget and Program**

The Design-Builder shall submit a draft of its construction management plan ("Construction Management Plan") within five (5) days after the award of the Contract to include but not limited to noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic, and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of general ways, erosion control, vibration monitoring, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan.

### **Construction Management Plan**

The Design-Builder shall submit a draft of its construction management plan ("Construction Management Plan") within five (5) days after the contract is awarded to include, but is not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, vibration monitoring, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan.

### **Additional Preconstruction Services**

In addition to those items above, the Design-Builder shall provide the preconstruction services necessary to advance the Project properly. These services shall include but are not limited to scheduling, estimating, shop drawings, the ordering of long-lead materials, and other necessary or recommended testing.

### **Deliverables Liquidated Damages**

The Design-Builder acknowledges that B-CU is engaging the Design-Builder to provide an extensive level of preconstruction support services to minimize the potential for cost overruns, schedule delays, or the need for extensive Value Engineering/re-design late in the Project and that the deliverables required are essential to identify the value of such services. In the event the Design-Builder fails to deliver any of the deliverables (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to liquidated damages of Five Thousand Dollars (\$3000) plus Five Hundred Dollars (\$500) per day after receiving written notice of failure to submit such deliverables.

## **Design Management**

Between the time B-CU issues the Contract, the Design-Builder shall use commercially reasonable best efforts to ensure that:

- The design evolves in a manner that is consistent with B-CU's budget and programmatic requirements, as the same was defined and established by B-CU at the end of the concept and final design;
- The proper coordination of the design work; and
- The University receives the production of the design deliverables on or before the dates contemplated in the Project schedule.

## **Schematic Design**

The Design-Builder shall prepare a schematic design that logically develops the approved concept and final design and is consistent with B-CU's schedule, budget, and programmatic requirements. The schematic design shall contain at least the level of detail contemplated in the AIA standard Contract. It shall have the information typically required for a schematic design under the AIA Best Practices. The design submittal shall identify deviations from the approved plan and explain the rationale, cost, and time implications associated with such variation.

Following the review of the schematic design submission by B-CU, the Design-Builder shall revise the schematic design submission as necessary to incorporate comments, feedback, and other direction provided by B-CU. The Design-builder's pricing shall assume such revisions are required and may entitle the Design-Builder to additional compensation. B-CU shall have the right to disapprove the schematic design submittal. In general, the Design-Builder shall undertake the following tasks during this phase:

- Further develop conceptual plans and incorporate design changes;
- Prepare necessary presentation materials (renderings and models) to communicate the design and obtain approval of design direction;
- Develop a swing plan based on the approved concept design to accommodate the school's need for the duration of construction;
- Participate in weekly meetings to communicate progress and address concerns; and
- If necessary for the Project, the Design-Builder will engage in early inquiry with Public Utility Companies.

The schematic design submittal shall include at least the following:

- The digital site and floor plans (including adjacencies and room locations);
- Preliminary building elevations and sections;
- Plan-to-Program comparison;
- Preliminary LEED scorecard;
- Design narrative; and
- A preliminary description of proposed building system upgrades (i.e., HVAC, roofs, windows, lab equipment, etc.).

Concerning any proposed building system upgrade, the package shall include a narrative description of the proposed system and an estimated line item cost.

### **Schematic Budget Update**

Concurrent with submitting the schematic design, the Design-Builder shall submit a budget update. The awardee shall submit the budget update in the same format as the Preliminary Budget Estimate and shall show variations from Preliminary Budget Estimate. To the extent the budget update depicts an overrun from the approved budget, the Design-Builder shall submit Value Engineering suggestions that would return the Project to budget. Only B-CU shall have the authority to increase the Project budget; absent such direction, the Design-Builder shall proceed, assuming that the budget remains as initially directed by B-CU.

### **Constructability/Sole Source/Long-Lead Time Memorandum.**

Concurrently with the Schematic Design Budget Estimate, the Design-Builder shall prepare a memorandum identifying key construction concerns related to the Project. Such memorandum shall:

- Assess the constructability issues related to the Project, including site logistics;
- Identify any items where the design predicates a single manufacturer and, if so, identify at least two (2) comparable products; and
- Identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such things.

### **Design Development**

The Design-Builder shall prepare a set of design development documents ("Design Development Documents") that is a logical development of the approved schematic design and is consistent with B-CU's schedule, budget, and programmatic requirements. The Design Development Documents shall contain at least the level of detail

contemplated in the AIA standard Contract. They shall have such detail as is typically required for a schematic design under the AIA Best Practices.

The design submittal shall identify deviations from the approved schematic design and explain the rationale and cost implications associated with such departures. B-CU shall have the right to disapprove the Design Development Documents submittal for any reason. The design development submittal shall include at least the following:

- Detailed and dimensioned plans, wall sections, building sections, and schedules;
- Draft specifications for materials, systems, and equipment;
- Complete code compliance analysis and drawing;
- Space-by-space equipment layouts for crucial spaces;
- As part of the design development phase, the Design-Builder and, the Architect, and any design consultants shall confer with representatives from B-CU regarding these layouts to confirm that they are acceptable;
- A preliminary layout for furniture, fixtures, and equipment; and
- The preliminary designs for approved building system upgrades.

Concerning HVAC systems, the submission should include the following:

- A detailed description of the proposed mechanical systems;
- Their general layout, including 'single-line diagrams' (aka 'riser diagrams');
- Any required load calculations. The HVAC design solution would also include preliminary layouts of other major components of the HVAC system, including the type and location of energy recovery units (ERUS), variable air volume ("VAV") boxes, condensing units, and any related system appurtenances;
- An updated LEED score card;
- Register the Project with USGBC to obtain LEED certification and pay all Registration fees; and
- Participate in meetings, including community meetings.

## **Permits**

The Design-Builder shall be responsible for preparing and submitting all required permit applications necessary to complete the Project. The Design-Builder shall develop a list of the required permits and track the progress of all such permits through the review process. The Design-Builder shall update B-CU with the status of each permit needed for the Project. The Design-Builder shall engage permit expeditors as the Design-Builder deems necessary or appropriate in light of the Project's schedule.

## **Entitlements**

The Design-Builder shall prepare such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. Given the nature of the Work, such permissions will not require extensive hearings or submissions.

## **GMP Formation**

The Design-Builder shall provide B-CU with a Guaranteed Maximum Price based on the Design Development Documents.

## **Develop Offeror/Bidders List**

Within five (5) days after the completion of the schematic design, the Design-Builder shall submit to B-CU for its review and approval a written submission on the proposed subcontractor bidding procedures. These procedures shall include:

- A list of proposed trade packages;
- A list of trade subcontractors who will bid on each such package;
- A narrative description of the process; and
- The inclusion of at least three potential subcontractors for each trade package.

In addition to the information typically required in such bids, the Design-Builder shall require subcontractors to estimate the percentage of labor hours performed in completing the subcontracted work that Florida residents will perform. B-CU's administrators shall receive a copy of this deliverable.

## **Manage Bidding Process**

The Design-Builder shall manage the trade bidding process per the approved bidding procedures and use commercially reasonable best efforts to obtain at least three (3) qualified and bona fide bids for each trade package.

The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders' compliance with bid requirements, all bids received, the Design-builder's evaluations of all offers, and the basis for the Design-Builder's recommendation.

B-CU shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Design-Builder's adherence to all

contractual requirements, including, without limitation, affirmative action requirements and subcontracting requirements.

### **Prepare Bid Tabs**

The Design-Builder shall provide B-CU with an analysis of the bids received and a copy of each offer. Generally, the presentation of the bid tab is in a tabular format that compares the proposals received and other relevant information (i.e., exclusions, past performance history, etc.). To the extent that the Design Builder's award recommendation centers on scoping adjustments, the Design-Builder shall identify the scoping adjustment and the need for such adjustments.

### **Submission of GMP Proposal**

The Design-Builder shall submit a GMP Proposal to B-CU based on the trade bids. The GMP Proposal shall include the following elements:

- A list of drawings, specifications, addenda, general, supplementary, and other conditions that are the foundation of the Guaranteed Maximum Price;
- A list of unit prices and allowance items, including a statement of their basis;
- Assumptions and clarifications made in preparing the GMP Proposal, noting, in particular, any exclusions; Note: the beliefs and clarifications shall take precedence over the drawings and specifications. The Design-Builder shall prepare a separate memorandum highlighting any differences between the approved drawings and the modifications made in the assumptions and clarifications. Such a memorandum shall specifically address any project aesthetics, functionality, or performance changes;
- The proposed GMP, including a statement of the detailed cost estimate;
- Organized by trade categories, allowances, contingency, and other items and the fees that comprise the GMP;
- An update to the Project's schedule, which shall include the same level of detail and in the same manner as the baseline schedule; and
- Submit a subcontracting plan, which is the basis of the GMP, setting forth the names and estimated dollar volume of the work that will be performed by LSBDEs, as certified by B-CU.

Approval of GMP. B-CU and the Design-Builder shall meet to negotiate the terms of the GMP Proposal. If the GMP Proposal is acceptable to B-CU. The GMP shall be subject to review and approval by B-CU if it exceeds the previously approved Target GMP by more than \$1 million. In such an event, the GMP shall only be effective once approved. If B-CU and the Design-Builder are unable to agree upon the GMP or the schedule for the

Project, B-CU shall have the right to terminate the Agreement and assume any trade subcontracts held by the Design-Builder. In such an event, the entitlement of the Design-Builder is Fifty percent (50%) of the Preconstruction Fee.

### **Self-Performed Work**

The Design-Builder and its affiliates may only carry out trade work with its forces with B-CU's written permission, which permission may be withheld or conditioned by B-CU in its sole and absolute judgment.

### **Early Release/Abatement & Demolition**

#### **Abatement & Selective Demolition**

Upon approval of the schematic design, B-CU may release the Design-Builder to commence hazardous material abatement, interior demolition, or other early activities, as applicable. The release of this work may begin in advance of the GMP.

#### **Long Lead Materials**

Upon approval of the Design Development Documents, B-CU will release funding for long-lead items. If the Design-Builder believes an earlier release is required to meet the Project schedule, it shall advise B-CU and recommend the requested release date. B-CU shall decide to authorize an early release at its sole and absolute discretion.

### **Design Management**

The Design-Builder shall manage the completion of the design of the Project. As part of this effort, the Design-Builder shall undertake the following activities:

#### **Mid-Point Construction Document Review**

Based on the approved Design Development Documents and any approved Value Engineering, the Design-Builder shall prepare a set of Construction Documents. B-CU contemplates the issuance of Construction Documents in several different sets (i.e., architectural, electrical, mechanical, structural, etc.). As each set reaches a point of approximately Fifty percent (50%) completion, the Design-Builder shall prepare and submit a progress printing to B-CU for its review and comment.



## **Construction Document Review & Coordination**

The Design-Builder shall complete each of the Construction Documents packages in a manner that addresses the concerns raised by B-CU during the review of such package. The Design-Builder shall issue one or more sets of permit documents to B-CU for its review and approval ("Permit Set"). With regard to each such collection, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved Design Development Documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality, or performance. B-CU shall have the right to disapprove the Construction Documents for any reason. If B-CU disapproves the Construction Documents, the Design-Builder will not be entitled to additional compensation.

If B-CU does not approve a document within five (5) days after issuance, unless B-CU advises that such document is still under review, the record is approved. If B-CU's review takes over five (5) days, an additional review shall be deemed a change event. If, however, B-CU disapproves a Construction Document that is a logical extension of the approved Design Development Documents, the Design-Builder will adjust the GMP or the Agreement schedule unless such a package departs from the Scope of Work somewhat reflected in the GMP Drawings and Specifications and such event the Design-Builder shall be required to prepare a revised design that complies with the GMP drawings and specifications ("Drawings and Specifications") and without any entitlement to an increase in the GMP or an adjustment of the Agreement schedule.

## **Code Review**

The Design-Builder shall submit the Permit Set to B-CU to obtain the necessary building permits to construct the Project. The Design-Builder shall monitor the permit process and incorporate any changes or adjustments the Code Official requires. The Design-Builder shall also issue any such changes to B-CU for review and approval. After obtaining the necessary building permits, the Design-Builder shall prepare one or more sets of "issued for construction documents" (the "IFC Set(s)"). In this submittal, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality, or performance.

## **Design Changes**

If it is necessary to amend any of the approved IFC Set(s), the Design Builder shall prepare an amendment to the drawings and submit it to B-CU for its review and approval. In this submittal, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a

narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality, or performance. Suppose B-CU only approves such document within five (5) business days after issuance unless otherwise denied. In that case, such a document is approved, provided that B-CU has yet to advise that such a document is still under review.

### **Construction Phase**

The Design-Builder shall construct the Project based on the approved plans and specifications. During the Construction Phase, the Design-Builder is required to cause the of the work in a manner consistent with the design documents approved by B-CU and shall provide all labor, materials, insurance, bonds, and equipment necessary to fully complete the Project per the drawings, specifications, schedule, and budget for the Project. The Design-Builder shall pay for and obtain all the required permits and fees for utility connections.

### **Drawings & Specifications**

All work shall be constructed in strict compliance and per the final Construction Documents issued for and approved by B-CU.

### **Compliance with Other Requirements**

In performing the work, the Design-Builder and its subcontractors shall comply with all the applicable provisions of the Standard Contract Provisions and the requirements outlined in Site Safety, Workhours, Coordination with B-CU and the Community, and the Quality Control Plan of this RFP.

### **Site Office**

The Design-Builder shall provide and maintain a fully-equipped construction office on the project site throughout the work.

### **Supervision**

Competent personnel should manage the construction office to oversee the work at all times while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

### **Weekly Progress Meetings**

Throughout the work, the Design-Builder shall conduct weekly progress meetings following the Design-Builder's generated agenda with B-CU's Executive Director of Facilities, Dean of the College of Science, Engineering, and Mathematics, Title III Director, other B-CU administrators as deemed necessary, and critical trade subcontractors. The Design-Builder shall draft and circulate the meeting minutes every week.

### **Delay Liquidated Damages**

In addition to the liquidated damages relating to Key Personnel and deliverables, if the Scope of Work is not substantially complete by the Substantial Completion Date, the Design-Builder shall be subject to liquidated damages of three thousand five hundred dollars (\$3,500) per day. These damages shall not apply if the delay results from Force Majeure and the Design-Builder otherwise complies with the provisions outlined in the Standard Contract.

### **Hazardous Materials**

The Design-builder's Scope of Work includes the abatement and removal of hazardous materials found anywhere on or within the Project site. In performing such work, the Design-Builder shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, or disposal of the dangerous materials.

If any notices to governmental authorities are required, the Design-Builder shall also give those notices at the appropriate times. The Design-Builder shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Design-Builder shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project and that any disposal site for hazardous materials carries environmental impairment liability insurance for the duration of the Project and a period of three (3) years after Substantial Completion of the Project. The Design-builder's obligations shall include signing (as the agent for B-CU) any manifests required to dispose of hazardous materials.

## **Salvage Value**

Generally, the salvage value of construction material in the existing building shall accrue to the Design-Builder and its subcontractor. However, B-CU shall be entitled to the value of any piece of equipment, such as chillers, computers, etc., that remains in the existing building to the extent that such equipment has a salvage value of more than Twenty Thousand dollars (\$20,000).

## **Site Safety**

### **General Responsibility**

The Design-Builder shall provide a safe and efficient site with controlled access. As part of this obligation, the Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project and shall comply with the requirements.

### **Safety Plan**

Before starting construction activities, the Design-Builder shall prepare a safety plan for the Construction Phase conforming to OSHA 29 CFR 1926 (such plan, the "Safety Plan"). This Safety Plan developed by the Design-Builder shall describe the proposed separation and the specific nature of the safety measures, including fences and barriers and the site security details.

This Safety Plan will be submitted to B-CU for review and approval before the commencement of construction. Once B-CU approves the Safety Plan, the Design-Builder shall always comply with the plan during construction. The Design-Builder shall be required to revise the Safety Plan as may be requested by B-CU. The cost of changing and complying with the program shall not entitle the Design-Builder to an increase in the GMP. The Design-Builder will be permitted to commence the Construction Phase once the Safety Plan is submitted, and in no event shall any resulting delay constitute an excusable delay.

### **Safety Barriers/Fences**

As part of its responsibility for Project safety, the Design-Builder shall install such fences and barriers as may be necessary to separate the construction areas of the site. The Design-Builder shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers.

### **Site Security**

The Design-Builder shall be responsible for site security and must provide the protections necessary to protect the site from unwanted intrusion.

### **Exculpation**

The right of B-CU to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Design-Builder from the obligation to maintain a safe site.

### **Reporting Requirements**

The Design-Builder shall be required to submit the following reports:

#### **Monthly Report**

The Design-Builder shall provide written reports to B-CU on the progress of the entire work bi-weekly from the date of contract execution until the Final Completion of the Project. The bi-weekly report shall include the following:

- An updated schedule analysis, including any plans to correct defective or deficient work or recover delays;
- An updated cost report;
- A bi-weekly review of cash flow;
- A quality control report; and
- Progress photos.

#### **Bi-Weekly Schedule Updates**

The Design-Builder shall provide a Baseline Schedule update to B-CU on the work progress at least bi-weekly. The update shall reflect the Project's actual progress, identify developing or potential delays, regardless of their cause, and remember the Design-Builder's best projection of the exact date of the Substantial Completion and Final Completion of the Project.

The Design-Builder shall also state steps to avoid or reduce that delay, changes that have occurred since the last update, including those related to significant changes in the Scope of Work, activities modified since the previous update, revised projections of durations, progress, and completion, revisions to the schedule logic or assumptions, and other relevant changes.

## **Workhours; Coordination with B-CU and Community**

### **Workhours**

The Design-Builder shall comply with the Noise Ordinance, and neither it nor its subcontractors shall undertake work on the Project site other than at times and sound level permitted by the Noise Ordinance.

### **Parking**

The Design-Builder shall organize its work in such a manner as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site will likely impact neighborhood parking adversely, the Design-Builder shall develop a parking plan for those working on the site that is reasonably acceptable to B-CU.

### **Outreach Plan**

The Design-Builder shall keep B-CU informed of the construction activities and their potential impact on the community. The Design-Builder shall submit the plan to B-CU before its implementation, subject to B-CU's review and approval.

## **Quality Control**

### **General Obligation**

The Design-Builder shall be responsible for all activities to manage, control, and document work to ensure compliance with the Contract Documents. The Work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction. The Design-builder's responsibility includes ensuring adequate quality control services by the Design-builders' employees and its subcontractors at all levels.

### **Quality Control Plan**

Within fifteen (15) days after the Design Development Documents are approved, the Design-Builder shall develop a quality control plan for the Project (the "Quality Control Plan"). The team will tailor a Quality Control Plan to the specific products/type of construction activities contemplated in the Design Development Documents and, in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection

procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or strategies for key elements of the Work. The Design-Builder will submit a draft of the Quality Control Plan for review and approval by B-CU.

### **Implementation**

During the Construction Phase, the Design-Builder shall perform regular quality control inspections and create reports based on such assessments according to the Quality Control Plan. These quality control reports shall be provided to B-CU electronically monthly. The Design-Builder shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming work.

The monthly report shall include a detailed summary of the steps employed to provide quality construction and artistry. The monthly report should address issues raised during the month and outline the steps to address such problems.

### **Corrective Action Plan**

B-CU shall have the right to direct the Design-Builder to revise the Quality Control Plan per the Agreement.

### **Project Close-out**

#### **Punchlist**

Promptly after Substantial Completion, the Design-Builder shall develop a punch list. Upon preparation of the punch list, the Design-Builder shall inspect the Work along with representatives from B-CU. The Design-Builder is responsible for revising the punch list to reflect additional work items discovered during such inspection. The Design-Builder shall correct all punch list items within thirty (30) days after achieving Substantial Completion.

#### **Training**

The Design-Builder shall train B-CU staff on all building systems, as applicable. The Design-Builder shall be required to schedule such training sessions and use commercially reasonable efforts to ensure all such training occurs before the Final Completion Date.

## **Warranties & Manuals**

After the Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the Design-Builder shall prepare and submit the following documentation:

- A complete set of product manuals (O&M), training videos, warranties, etc.;
- Attic stock;
- An equipment schedule;
- A proposed schedule of maintenance for the new building;
- Environmental, health, and safety documents for the new building; and
- All applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) For the new building.

No later than thirty (30) days following the Substantial Completion Date, the Design-Builder shall prepare and submit the following:

- A complete set of its Project files; and
- A set of record drawings.

## **Eleven Month Walk**

The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial completion. During this inspection, the Design-Builder and a representative of B-CU shall walk the Project to identify any necessary warranty work.

## **Support for Initial Heating & Cooling Season.**

The Design-Builder and its mechanical subcontractor shall support B-CU during system start-up and in initial operation for the first heating and cooling season after Substantial Completion.



## Part 3 - Evaluation and Award Criteria

### Evaluation Criteria

The evaluation of Proposals is per the following evaluation criteria:

- Relevant Experience & Capabilities of the Builder (10 points)
- Key Personnel of the Builder (10 points)
- Relevant Experience & Capabilities of the Architect/Engineer (10 points)
- Key Personnel of the Architect/Engineer (10 points)
- Project Management Plan & Schedule (40 points)
- Price (20 points)
- CBE Preference (12 points)

### Evaluation Process

B-CU shall evaluate Offerors' submissions and any best and final offers per the provisions of this section in the RFP and B-CU's Procurement Regulations.

Submission(s) include all items outlined in **Part 5**.

### Evaluation Committee

An Evaluation Committee shall evaluate each Offeror's Submission per this section. The Evaluation Committee shall prepare a written report summarizing its findings. Based on the information submitted and presented by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the most advantageous Submission to B-CU and not necessarily the Offeror (s) with the highest score as evaluated per the factors of this RFP.

### Oral Presentations

Bethune-Cookman University anticipates each Offeror will submit a sealed bid with conceptual drawings by the close of business on the specified date. As part of this process, each Offeror can present their rendering or conceptual design to the evaluation committee at the public forum at the opening of sealed bids; however, it is not required. B-CU does not intend to interview Offerors, yet, it reserves the right to question Offerors during and after the presentation before the final award, if necessary.

The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror, the Offeror's key personnel, conceptual design, and feasibility. The Evaluation

Committee will score each oral presentation at its conclusion. After all exhibitions are complete, the Evaluation Committee reserves the right to complete the package evaluation based on the requirements of this RFP. .

### **Length of Oral Presentation**

Each Offeror will be given up to twenty (20) minutes to present. At the end of the initial presentation, there will be a break for approximately fifteen (15) minutes for the Evaluation Committee to assess the production and prepare questions. The Offeror will then respond to questions from B-CU's Evaluation Committee for no more than fifteen (15) minutes.

### **Oral Presentation Schedule**

The order of oral presentations is determined by the order of the receipt of the response as logged by Mrs. Gloria Sims-Brown. The Offerors will be informed of their presentation date and time if multiple days are needed for such presentations before the beginning of oral presentations. B-CU reserves the right to reschedule any Offeror's presentation.

### **Offeror Attendees**

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this Project. Each Offeror will be limited to seven (7) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

### **Topics**

The Offeror may present information about its capabilities and special qualifications to serve as the Design-Builder for this Project, including the qualifications of Key Personnel.

### **Proposal Evaluation**

Each Proposal will be scored on a scale of zero (0) to one hundred twelve (**112**) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (**112**) points based on the Offeror's status as a CBE as outlined in **Part 4** of this RFP. B-CU's evaluation shall not necessarily be limited to the information provided in the Offeror's Proposal. As part of the evaluation, B-CU will also consider its own historical experience with the Offeror, and the direct experience with the Offeror of the members of the

evaluation panel and others involved in the evaluation process. The Agreement will be awarded to the Offeror found to be the most advantageous to B-CU.

### **Relevant Experience & Capabilities of the Builder (10 points)**

B-CU desires to engage a Design-Builder with the experience necessary to accomplish the objectives set forth in the RFP. The construction component of each Design-Builder will be evaluated based on their demonstrated experience in:

- Construction and renovation projects in an urban setting;
- Construction and renovation of school;
- Knowledge of, and access to, the local subcontracting market; knowledge of the local regulatory agencies and code officials; and
- Constructing projects on fast track schedules.

In evaluating these subfactors, B-CU will consider, among other things, the Offeror's track record in delivering projects on-time and on-budget. Since the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to ten (10) points.

### **Key Personnel of the Builder (10 points)**

B-CU desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for their proposed role. Proposals should identify, at a minimum,

- The project executive;
- The superintendent;
- The project manager (interiors);
- The project manager (MEP);
- Preconstruction manager/estimator; and
- Safety/quality assurance/quality control manager.

The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include:

- The individual's name (if known);
- Their title;
- Their level of effort (i.e. The percentage of time devoted to this project); and
- The time periods during which the individual will be assigned to the project. This table should include all personnel that will be assigned to the project. This element of the evaluation will be worth up to ten (10) points.

### **Relevant Experience & Capabilities of the Architect/Engineer (10 points)**

B-CU desires to engage a Design-Builder with a design component that possesses the experience necessary to accomplish the objectives set forth in the RFP. The design component of each Design-Builder will be evaluated based on their demonstrated experience in:

- The design of projects in an urban setting;
- Design of school facilities;
- Cost estimating and value engineering/management; and
- Knowledge of the local regulatory agencies and code officials.

The Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to ten (10) points.

### **Key Personnel of the Architect/Engineer (10 points)**

B-CU desires that the design component of the Design-Builder assign to this Project personnel who have experience in designing and completing construction projects on-time and on-budget. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. At a minimum, the proposal should identify:

- The design principal-in-charge;
- The project designer;
- The project architect;
- The landscape architect;
- The civil engineer,
- The key mechanical, electrical and plumbing (MEP) engineers; and
- The key structural engineers.



Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include:

- The individual's name (if known);
- Their title;
- Their level of effort (i.e. The percentage of time devoted to this project); and
- The time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project.

This element of the evaluation will be worth up to ten (10) points.

### **Project Management Plan & Schedule (40 points)**

Offerors are required to submit with their proposal a management plan. The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. At a minimum, it should;

- Outline the procedures that the Offeror will use during the pre-construction phase to guide the design to ensure that it will stay within B-CU's budgetary constraint;
- Outline the purchasing procedures that will be used to maximize competition and manage cost constraints;
- Outline the procedures that will be used during the Construction Phase to minimize change orders and maximize Project quality; and
- Identify the key personnel and their specific roles in managing the Project.

In addition, the Management Plan should include a discussion outlining how the Offeror intends to implement the Project. This discussion should demonstrate an understanding of the key constraints and challenges related to the Project and how the Offeror will work to mitigate and manage these constraints and challenges.

Such narratives should also include key milestone dates and an explanation of how those dates will be achieved. The narrative shall include a preliminary schedule which shall be coordinated with the approach. This element of the evaluation is worth up to forty (40 points).

### **Price (20 points)**

Offerors will be required to bid a Design Budget, a Design-Build Fee, and a General Conditions Budget. Offerors will be required to submit with their Proposals the following fee components:

- A Design Budget;
- A Design-Build Fee; and
- A General Conditions Budget.

The Design-Build Fee will be a fixed fee and should cover the cost of the Design-Builder's overhead and profit; the Design Budget should include an upset limit and a schedule of values showing the cost of the various phases of the design; and the cost of general conditions, as defined in the Design-Build Agreement, shall be reimbursable subject to a cap equal to the General Conditions Budget proposed by the Offeror.

Each Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet, which includes all these price components. These price components will be worth up to twenty (20) points.

**CBE Preference (12 points)**

The remaining twelve (12) points will be awarded based on the Offeror status as a CBE/SBE as outlined in **Part 4** of this RFP.

## **Part 4 - Economic Inclusion**

### **Preference for Small, Local, & Disadvantaged Business Enterprises**

#### **General**

Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise (“SBE”), having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. In accordance with the law, the following preferences shall be awarded in evaluating an Offeror’s Proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a SBE.
- One (1) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- One (1) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- One (1) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- One (1) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- One (1) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is twelve (12) points.

#### **Subcontracting Plan**

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. The Offeror’s



responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. If the Agreement is in excess of (\$250,000), at least (35%) of the dollar volume of the Agreement shall be subcontracted.

### **Mandatory Subcontracting Requirements**

- a) All contracts in excess of (\$250,000), at least (20%) of the dollar volume of the Agreement shall be subcontracted to qualified SBEs.
- b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a) of this above, then the subcontracting may be satisfied by subcontracting (35%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- c) A Design-Builder (“Prime Contractor”) that is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs (a) and (b) above.
- d) Except as provided in paragraphs (e) and (g) below of this section a Prime
- e) Contractor that is a CBE and has been granted an offer preference or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (20%) of the subcontracting effort shall be with CBEs. A CBE Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions.
- f) A Prime Contractor that is a certified Joint Venture and has been granted an offer or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (20%) of the subcontracting effort shall be with CBEs. A certified Joint Venture Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions.
- g) Each CBE utilized to meet these subcontracting requirements shall perform at least (20%) of its contracting effort with its own organization and resources.
- h) A Prime Contractor that is a CBE and has been granted an offer preference
- i) Or is selected through a set-aside program, shall perform at least (50%) of the on-site work with its own organization and resources if the Agreement is one (\$1) million dollars or less.

### **Subcontracting Plan Requirements**

If the Prime Contractor is required by law to subcontract under the Agreement, it must subcontract at least (20%) of the dollar volume of the Agreement in accordance with the previous sections. The plan shall be submitted as part of the Proposal and may only be amended with the prior written approval of the B-CU and Director of Department of

Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the University. Each subcontracting plan shall include the following:

- The name and address of each subcontractor;
- A current certification number of the small or certified business enterprise;
- The Scope of Work to be performed by each subcontractor; and
- The price that the Prime Contractor will pay each subcontractor.

### **Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Prime Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the Executive Director of Facilities and the Director of Title III of Bethune Cookman University.

### **Subcontracting Plan Compliance Reporting**

The Prime Contractor has a subcontracting plan required by law for this Agreement; the Prime Contractor shall submit a quarterly report to the Executive Director of Facilities and the Director of Title III of Bethune Cookman University. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- The price that the Prime Contractor will pay each subcontractor under the subcontract;
- A description of the goods procured or the services subcontracted for;
- The amount paid by the Prime Contractor under the subcontract;
- A copy of the fully executed subcontract, if it still needs to be provided with an earlier quarterly report.

If the fully executed subcontract is not provided with the quarterly report, the Prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **Enforcement and Penalties for Breach of Subcontracting Plan**

A Prime Contractor shall be deemed to have breached a subcontracting plan required by law, if the Prime Contractor:

- Fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner;
- Submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or
- Fails to meet its subcontracting requirements.

A Prime Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fine. If the Director of Title III and the Executive Director of Facilities determines the Prime Contractor's failure to be a material breach of the Contract, the CO shall have cause to terminate the Contract.

### **CBE as Prime Contractor**

A Prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of this section.

### **Residency Hiring Requirements for Contractors and Subcontractors**

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with B-CU, or after such subconsultant enters into a contract with the Offeror, to work on this Project, shall be residents of the state of Florida. Upon execution of the Agreement, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit B-CU a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in Florida. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of (\$100,000) or more shall be required to comply with the following:

- Make best efforts to hire at least (51%) Florida residents for all new jobs created by the Project;
- List all employment vacancies
- Submit monthly compliance reports to B-CU by the 10th of each month; and
- At least (51%) apprentices and trainees employed must be residents of the state of Florida.

## **Part 5 - Proposal Organization and Submission**

This part outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

### **Submission Identification**

Submissions shall be proffered in a complete original proposal (Technical and Price Proposals); one (1) copy of the Price Proposal; and five (5) copies of the technical portion of the Proposal as outlined below; an electronic copy of the complete original proposal on USB flash drive shall also be provided. The Offeror's original Submission shall be placed in a sealed envelope conspicuously marked: "**Proposal for Design-Build for the John O. Gross Science Building.**" **Delivery of Submissions**

Submissions should be delivered to:

*Bethune-Cookman University  
Mrs. Gloria Sims-Brown  
640 State Street  
Daytona Beach, FL 32114  
(386) 481-2040*

### **Date and Time for Receiving Submissions**

Submissions shall be received in the place identified above later than May 1, 2023 **at 5:00 pm**. The Offeror assumes the sole responsibility for timely delivery of its submission.

### **Submission Size, Organization and Offeror Qualifications**

All Submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". Email, Telephonic, telegraphic, and facsimile submissions shall not be accepted. Bethune-Cookman is interested in a qualitative approach to presentation material. Brief, clear, and concise material is more desirable than quantity. The Submission shall be organized as follows:

### **Executive Summary of Proposal**

Each Offeror should provide a Proposal executive summary of at most three pages.

## **General Team Information and Firm(s) Data**

Each Offeror should provide the following information for the Design-Builder and each of its subconsultants.

- (i) Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- (ii) Firm profile(s), including:
  - i. Age;
  - ii. Firm history(ies);
  - iii. Firm size(s);
  - iv. Areas of specialty/concentration;
  - v. Current firm workload(s) projected over the next year;
  - vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between B-CU and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a Proposal to this RFP need be listed.
- (iii) Description of the team organization and personal qualifications of key staff, including:

Identification of the single point of contact for the Offeror.
- (iv) Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
- (v) A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
  - (a) The individual's name.
  - (b) The individual's role.
  - (c) The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
  - (d) The individual's resume. Resumes should indicate the individual's experience on relevant projects and identify the role of the Individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the Construction industry and should indicate the number of years of experience in their current role and the prior roles.
  - (e) The individual's current workload over the next one year.
- (vi) A chart showing the experience that the key team members have working together.

## Relevant Experience and References

Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:

- The name and location of the project;
- The square footage of the project
- A short narrative of the scope of the contractor's work on the project.
- The delivery method implemented on the project.
- The start and end dates for construction.
- The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
- The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
- The level of completion of design documents that the initial contract value was based on.
- The actual substantial completion date and the final contract value.
- The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms are completed and submitted on behalf of the Offeror directly to B-CU's POC stated earlier in the RFP by the due date for Proposals as specified in Part 5 of this proposal.

The Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

## Project Management Plan

The Project Management Plan should contain the information requested in **Part 3** of the RFP.

## SBE Subcontracting Plan

Each Offeror shall complete and submit as part of its Technical Proposal a Subcontracting Plan.

## Preliminary Project Schedule

Each Offeror should prepare a preliminary project schedule (the “Baseline Schedule”) that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by B-CU. The Design-Builder shall incorporate any adjustment to the Baseline Schedule as may be reasonably requested by B-CU.

The Baseline Schedule shall be prepared in Critical Path Method (CPM) and be developed in a sufficient level of detail so as to permit the affected parties (i.e. B-CU, the Architect and the Design-Builder) to plan the Project properly, and shall show:

- Key design milestones and bid packages;
- Release dates for long lead items;
- Release dates for key subcontractors; and
- Substantial and final completion dates.

The preliminary schedule must also be submitted and upon award, shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the Project and has a workable method to deliver the Project in a timely manner.

## Price Proposal

The Price proposal shall be organized as follows:

- Bid Form. Each Offeror shall submit a bid form substantially in the form of Attachment A. Material deviations, in the opinion of B-CU, from the bid form shall be sufficient to render the Proposal non-responsive.
- **Bidder-Offeror Certification Form.** Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment B**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed nonresponsive.

## **PART 6 - BIDDING PROCEDURES & PROTESTS**

Offerors should contact the Bethune-Cookman University's POC as stated in **Part 1** for information about this RFP or for any written questions or inquiries regarding the RFP.

### **Pre-proposal Conference**

A pre-proposal conference will be held on **April 14, 2023 at 10:00 am**. The conference will be held at Bethune-Cookman University's John O. Gross Science Building 621 Mary McLeod Bethune Blvd Daytona Beach, FL 32114. Interested Offerors are strongly encouraged to attend as a walk-through will convene at that time.

### **Explanations to Prospective Offerors**

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly be familiar with all requirements prior to proffering a Submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda, or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing.

Any information given to an Offeror concerning the RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of B-CU that information is necessary in proffering submissions or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Agreement shall not be binding. Requests should be directed to B-CU's POC at the address or email address listed in **Part 1** no later than the close of business on **April 11, 2023**. The person making the request shall be responsible for prompt delivery.

### **Contract Award**

This procurement is being conducted in accordance with Uniform Guidance and B-CU's procurement regulations. Responses to the RFP shall be in the form of competitive sealed proposals and the Agreement shall be awarded based on the Proposal that is the most advantageous to the University, or in the event of more than one award, the proposals that are the most advantageous to B-CU. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Institution's specific needs, which shall be used as a basis for the evaluation of the proposals.



Price will be evaluated; however, while price or total cost to B-CU may be an important or even deciding factor in most source selections, the University may select the source whose proposal is more advantageous in terms of technical merit and other factors. As such, the Agreement contemplated hereunder will be awarded to the Offeror whose competitive sealed proposal is determined by the source selection official to be the most advantageous to B-CU considering technical merit and other factors.

### **Retention of Submissions**

All Submissions shall be retained by the University and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of Bethune-Cookman University and shall reserve the right to distribute or use such information as it determines.

### **Examination of Submissions**

Offerors are expected to examine the requirements of all instructions outlined in the RFP-documents including all amendments, addenda, attachments, and exhibits. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

### **Late Submissions: Modifications**

Any Submission or best and final offer received at the office designated in Part 5 after the time specified in the same part shall not be considered. Any modification of a Submission, including a modification resulting from the university's administrative requests for best and final offers, is subject to the same conditions as stated above. The only acceptable evidence to establish the time of receipt at the University's designated office is the time-date stamp of such installation on the Submission wrapper or other documentary evidence of receipt maintained by the installation.

Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Submission which makes its terms more favorable to B-CU may be considered at any time as received and may be accepted. Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Submissions.

### **No Compensation for Preparation of Submissions**

B-CU shall not bear or assume any financial obligations or liabilities regarding the preparation of any Submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any Submissions, statements, reports, data, information, materials or other documents or items.

## **Rejection of Submissions**

The University reserves the right, in its sole discretion:

- To cancel this RFP, in whole or in part, at any time before the opening of Proposals or reject all Submissions.
- To reject Submissions that fail to prove the Offeror's responsibility and that contain conditions or contingencies that in the University's sole judgment, make the Submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- To waive minor irregularities in any Submission provided such waiver does not result in an unfair advantage to any Offeror.
- To take any other action within the applicable Procurement Regulations or law.
- To reject the Submission of any Offeror that has submitted a false or misleading statement, affidavit, or certification in connection with such Submission or this RFP.
- To reject any Submission that indicates a lack of understanding of any aspect of the Project.
- To reject Submissions that are too costly, financially or otherwise, to the Institution relative to other Submissions and the Project budget.
- To reject Submissions where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial Proposal or median price for that pricing element or line item in response to a Request for a best and final offer.
- To reject Submissions that are deemed non-responsive.

## **Limitation of Authority**

Only an administrator listed in this RFP shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the Executive Director of Facilities, Director of Title III or an authorized representative.

## **Non-Responsive Proposals**

### **Pricing**

In general, B-CU will consider a Proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price submitted by other Offerors. If there are no more than two (2) Offerors, an independent estimate shall be used to establish a median price. B-CU reserves the right to deem a Proposal non-

responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price.

### **Certification**

The University may consider a Proposal non-responsive if the Offeror fails to complete properly or provides accurate information on the Bidder/Offeror Certification Form **Attachment B**.

### **Exceptions**

B-CU may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract or the Agreement.

### **Core Competency**

The University may consider a Proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the University's sole judgment, to demonstrate an understanding and competence in every aspect of the Project.

## **Part 7 - Design Build Agreement**

### **Contract Documents**

The Design-Build Agreement will be issued via Addendum to the RFP. Offerors should carefully review the Design-Build Agreement and Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract and Design-Build Agreement shall have precedence.

Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Provisions and entering into a Contract, and subsequently, the Design- Build Agreement. A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions, the Design-Build Agreement, or the Contract, as defined in Part 2 of this RFP, may be deemed non-responsive.

## **PART 8 - INSURANCE REQUIREMENTS**

### **General Requirements**

The Design-Builder at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Design-Builder shall have its insurance broker or insurance company submit a Certificate of Insurance to the Executive Director of Facilities giving evidence of the required coverage prior to commencing performance under this contract.

In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been provided to, and accepted by representative of Bethune-Cookman University. All insurance shall be written with financially responsible companies authorized to do business in the State of Florida performed and have an A.M. Best Company rating of A- / VII or higher. The Design-Builder shall require all of its subcontractors to carry the same insurance required herein. All required policies shall contain a waiver of subrogation provision in favor of the University.

Bethune-Cookman University shall be included in all policies required hereunder to be maintained by the Design-Builder and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insured for claims against the University relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Design-Builder or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Design-Builder or its subcontractors, and not the additional insured.

The additional insured status under the Design-Builder's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the Executive Director in writing. All of the Design-Builder's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Design-Builder or its subcontractors, or anyone for whom the Design-Builder or its subcontractors may be liable.

These policies shall include a separation of insureds clause applicable to the additional insured. If the Design-Builder or its subcontractors maintain broader coverage or higher limits than the minimums shown below, the University requires and shall be entitled to the broader coverage or the higher limits maintained by the Grantee and subcontractors.

### **Commercial General Liability Insurance**

("CGL") – The Design-Builder shall provide evidence satisfactory to the University with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the Executive Director), covering liability for all ongoing and completed operations of the Design-Builder, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source).

Such coverage shall have limits of liability of not less than \$5,000,000 each occurrence, a \$6,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$5,000,000 personal and advertising injury limit, and a \$10,000,000 products-completed operations aggregate limit.

### **Workers' Compensation Insurance**

The Design-Builder shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the jurisdiction in which the contract is performed. Employer's Liability Insurance - The Design-Builder shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit. All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of B-CU.

### **Automobile Liability Insurance**

The Design-Builder shall provide evidence satisfactory of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Design-Builder, with minimum per accident limits equal to the greater of (i) the limits set forth in the

Design-Builder's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

### **Environmental Liability Insurance**

The Design-Builder shall provide evidence satisfactory to the University of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Design- Builder. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Design- Builder's pollution legal liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate.

If such coverage is written on a claims-made basis, the Design-Builder warrants that any retroactive date applicable to coverages under the policy precedes the Design-Builder's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Design-Builder also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Design-Builder for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Design-Builder's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

### **Employment Practices Liability**

The Design-Builder shall provide evidence satisfactory to the University with respect to the operations performed to cover the defense of claims which the University would be named as a co-defendant in claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. The policy shall include an endorsement naming B-CU as a co-defendant or additional insured and shall also include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act.

## **Design-Builders and Architects and Engineers Professional Liability**

### **Insurance (Errors & Omissions)**

The Design-Builder shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$10,000,000 per claim or per occurrence for each wrongful act and \$10,000,000 annual aggregate. The Design-Builder warrants that any applicable retroactive date precedes the date the Design-Builder first performed any professional services for the University and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

### **Commercial Umbrella or Excess Liability**

The Design-Builder shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Design-Builder's umbrella or excess liability policy or (ii) \$6,000,000 per occurrence and \$6,000,000 in the annual aggregate, following the form and in excess of all liability policies. All required liability coverages must be scheduled under the umbrella or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the University and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

### **Construction Projects Controlled by the University**

For construction projects controlled by the university, B-CU shall procure the following policies with the University listed as the first named insured. This cost should be built into the budget. Funds will be transferred to pay the premium for the Builders Risk Coverage. Builders Risk – The University shall purchase and maintain builders risk insurance at 100% replacement cost upon the entire Work at the site and portions of the Work stored off the site with the University's approval, and contingent transit coverage for portions of the Work in transit. This insurance shall include the interests of B-CU, the Design-Builder and the Subcontractors in the Work and shall insure against all risk of physical damage subject to standard exclusions. Losses not covered by the University's insurance or Design- Builder's insurance shall be borne pursuant to the provisions of the Contract.



The builders risk policy will have a deductible of not more than \$10,000. Losses within the deductible will be paid by the Design-Builder or the responsible Subcontractor. If not covered under the builder's risk insurance or otherwise provided in the Contract Documents, the Design-Builder shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit. Coverage may be purchased through either the University's insurance broker or the Design-Builder's insurance broker in the sole discretion of B-CU.

### **Primary and Noncontributory Insurance**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Bethune-Cookman University.

### **Duration**

The Design-Builder shall carry all required insurance until all contract work is accepted by B-CU, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

### **Liability**

These are the required minimum insurance requirements established by the University. However, the required minimum insurance requirements provided above will not in any way limit the design-builder's liability under this contract.

### **Design-Builder's Property**

Design-Builder and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University.

### **Measure of Payment**

B-CU shall not make any separate measure or payment for the cost of insurance and bonds. The Design-Builder shall include all of the costs of insurance and bonds in the contract price.

### **Notification**

The Design-Builder shall ensure that all policies provide that the University shall be given thirty (30) days prior written notice in the event of coverage or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Design-Builder shall provide the Executive Director and Director of Title III with ten (10) days prior written notice in the event of non-payment of premium. The Design-Builder will also provide the University with an updated Certificate of Insurance should its insurance coverages renew during the contract.

### **Certificates of Insurance**

The Design-Builder shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding project. Evidence of insurance shall be submitted to:

**Bethune-Cookman University**

**And mailed to the attention of:**

**Mr. Girvan Calder**

**640 Dr. Mary McLeod Bethune Blvd Daytona Beach, FL 32114**

**(386) 481-2087**

**calderg@cookman.edu**

The University may request and the Design-Builder shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Design-Builder expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted on a semi-annual basis as the coverage is renewed (or replaced).

### **Disclosure of Information**

The Design-Builder agrees that the University may disclose the name and contact information of its insurers to any third party which presents a claim against the Institution for any damages or claims resulting from or arising out of work performed by the Design-Builder, its agents, employees, servants or subcontractors in the performance of this contract.

**Carrier Ratings**

All Design-Builder's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

## **Part 9 - Bonds Requirements**

### **Trade Subcontractor Bonds**

The Agreement will require that all trade subcontractors provide a payment and performance bond having a penal value equal to One Hundred Percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-oblige basis.

### **Design-Builder's Payment and Performance Bond**

In addition to the trade subcontractor bonds required in this section the Design-Builder will be required to post a payment and performance bond having a penal value equal to the GMP at the time the Agreement is executed.

## Part 10 - Miscellaneous Provisions

### Conflict of Interest

B-CU reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis. The Offeror shall submit the Conflict of Interest Disclosure Statement with their Proposals (**Attachment D**).

### Definitions

Capitalized terms not otherwise defined in the Agreement definitions section shall have the meanings given to them in the RFP.

The following are abbreviations used throughout this RFP:

- CPM Critical Path Method
- GMP Guaranteed Maximum Price
- LEED Leadership in Energy & Environmental Design
- NTP Notice to Proceed
- RFP Request for Proposals
- OP Office of planning
- CO Contracting Officer
- CCO Chief Contracting Officer
- CA Contract Administrator
- CFA Commission of Fine Arts
- COTR A Contracting Officer's Technical Representative
- CBE A Certified Business Enterprise
- SBE Small Business Enterprises