



COLLEGE
OF THE
FLORIDA KEYS

THE COLLEGE OF THE FLORIDA KEYS

Request for Qualifications (RFQ)

For

CONSTRUCTION MANAGEMENT AT-RISK SERVICES-

Construction Projects on a Continuing Basis

RFQ 2023-04

RFQ Due Date – September 11, 2023 - 11:00 a.m. EDT

RFQ Opening – September 11, 2023 - 1:00 p.m. EDT

TABLE OF CONTENTS

SECTION I - OVERVIEW	5
A. GENERAL INFORMATION AND SUMMARY	5
B. TIMETABLE	6
C. CONTACT PERSON	6
D. RESPONSE SUBMISSION	7
E. INSURANCE REQUIRED	7
SECTION II – PROJECT OVERVIEW	9
A. BUILDING PROGRAM	9
B. PROJECT DELIVERY METHOD	9
C. PROJECT SCHEDULE	9
D. STATED COST LIMITATION	9
E. FORM OF AGREEMENT	9
F. PUBLIC CRIMES	9
SECTION III – SCOPE OF SERVICES	10
A. CONSTRUCTION MANAGEMENT SERVICES TO BE PROVIDED	10
1. DESIGN PHASE	10
2. BIDDING AND AWARD PHASE SERVICES	10
3. CONSTRUCTION PHASE SERVICES	10
4. CLOSEOUT AND WARRANTY PHASE SERVICES	11
SECTION IV – SUBMITTAL INFORMATION AND INSTRUCTIONS	11
A. SUBMITTAL INFORMATION	11
B. SUBMITTAL INSTRUCTIONS	12
TAB A – ESSENTIAL DOCUMENTS	12
TAB B – DESCRIPTION OF FIRM	12
TAB C – EXPERIENCE	12
TAB D – PERSONNEL	13
TAB E – SAFETY INFORMATION	13
TAB F – CONSTRUCTION MANAGEMENT PLAN	13
TAB G – OWNER DIRECT PURCHASES	13
SECTION V – EVALUATION, NEGOTIATION, AND CONTRACT AWARD	14
A. EVALUATION PROCESS AND CRITERIA	14
B. EVALUATION CRITERIA	14
C. NEGOTIATIONS AND CONTRACT AWARD	15
SECTION VI – RFQ INFORMATION	16
A. RFQ SUBMISSION	16
B. NO RESPONSE	16
C. EXECUTED AFFIDAVIT FORM	16
D. MODIFIED RESPONSE	16
E. WITHDRAWAL OF RESPONSE	17

F. LATE RESPONSES, LATE MODIFICATIONS, AND LATE WITHDRAWALS	17
G. RFQ POSTPONEMENT/CANCELLATION	17
H. COSTS INCURRED BY RESPONDENTS	17
I. INTERVIEW(S)	17
J. ACCOMMODATIONS	17
K. PUBLIC RECORDS	17
L. CONFLICT OF INTEREST	18
M. RULES, REGULATIONS, AND LICENSING REQUIREMENTS	18
N. MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION	18
O. PURCHASES FROM RESPONDENTS CONVICTED OF PUBLIC ENTITY CRIMES	18
P. DISPUTES/PROTESTS	18
SECTION VII – GENERAL CONDITIONS	19
A. PAYMENT	19
B. LOBBYING	19
C. COPYRIGHTED MATERIAL	19
D. EMPLOYMENT OF UNAUTHORIZED ALIENS	19
E. THE U.S. FAIR LABOR STANDARDS ACT - FLSA	20
F. FLORIDA SEXUAL PREDATORS ACT	20
G. DRUG-FREE WORKPLACE REQUIREMENT	20
H. FEDERALLY FUNDED AGREEMENTS	21
ATTACHMENT	25
A. AFFIDAVIT FORM	25
B. PUBLIC ENTITY CRIMES	26
C. DISPUTES DISCLOSURE FORM	29
D. DRUG FREE WORKPLACE	30
E. IDENTIFICATION	31
F. E-VERIFY	33

The College of the Florida Keys
Request for Qualifications
RFQ 2023-04

Construction Management At-Risk Services – Construction Projects on a Continuing Basis

To: Potential Participants

The College of the Florida Keys (hereinafter referred to as *The College*) is soliciting responses to a Request for Qualifications for Construction Management At-Risk Services for Construction Projects on a Continuing Basis. The College is interested in entering into continuing contracts with various qualified construction management firms. The specified services shall consist of providing construction management services as required and directed by The College on its various construction, remodeling, renovation, life safety, maintenance, and repair projects.

“Construction Management At-Risk Services” means those services whereby the construction manager is selected to provide consulting services during the design phase; and management and contractual responsibility for the total construction project under a negotiated fee and guaranteed maximum price construction contracting method. A fee is negotiated for profit, overhead, and direct management costs. Trade contracts are awarded by the construction manager based on competitive bids received in response to invitations to bid issued by the construction manager. A guaranteed maximum price is provided by the construction manager, and the total price paid to the construction manager is either the fee plus the actual cost or the guaranteed maximum price, whichever is less. **The construction management firm(s) must manage and control costs to not exceed the GMP.**

“Continuing Contract for Construction Management Services” means a contract with a construction manager for work during a defined time period on construction projects described by type, which may or may not be identified at the time of entering into the contract, and under which the estimated construction cost of each individual project or study activity costs do not exceed the amount permitted by law, specifically Section 287.055, Florida Statutes (currently \$4 million and \$500,000, respectively) or for work of a specified nature as outlined herein or in the contract.

The Contract(s) shall be awarded pursuant to the Consultants’ Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq.

Interested firms should consider that a continuing services contract does not guarantee award of a specific project nor exclusivity to perform services for any specific project.

Carefully review this Request for Qualifications as it provides specific information necessary to aid participating firms in formulating a thorough response. **Should you elect to participate, complete an original and the required copies of the requested information and return submittals in a sealed box/envelope. The Statement of Qualifications, consisting of one (1) original (ink-signature) copy, presented in a three ring binder and five (5) copies as well as one (1) digital copy on a USB flash media in PDF format will be accepted until 11:00 a.m. EDT on September 11, 2023, at the office of Lucas Torres-Bull, Manager of Purchasing, The College of the Florida Keys, Administration Building, Room A128, 5901 College Road, Key West, Florida**

33040. Submissions must be clearly marked with the name of the firm and RFQ 2023-04. Late or incomplete responses will not be accepted.

A public opening of submittals for RFQ #2023-04 will take place on September 11, 2023, at 1:00 p.m. in Room A105 of the Key West Campus Administration Building. For more information refer to “Additional Information and Instructions” below.

Respondents are fully responsible for obtaining the complete solicitation, addenda (if applicable), notices of public meetings, and other information by visiting the College’s website:

<https://www.cfk.edu/community-resources/bids-solicitations/>
and
<https://www.demandstar.com>

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

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

If you have any questions regarding this RFQ, email Lucas Torres-Bull at lucas.torresbull@cfk.edu. Questions will be accepted until 3:00 p.m. August 30, 2023. Should you require a fully accessible version of this document either call or email Lucas Torres-Bull at (305)809-3268, lucas.torresbull@cfk.edu .

SECTION I - OVERVIEW

A. GENERAL INFORMATION AND SUMMARY

The College requests qualification statements from respondent(s) interested in entering into an agreement to provide Construction Management At-Risk Services for construction projects on a continuing basis for projects in which the estimated construction cost of each individual project does not exceed \$4 million. Firms providing professional services under continuing service agreements shall not be required to bid against one another. Qualified firms must be licensed in the State of Florida and possess professional service registrations and construction licenses in accordance with applicable statutes, regulations, and rules (State and Federal).

Interested respondents are advised to thoroughly familiarize themselves with all details contained herein. The College reserves the right to waive any informality in the selection process and to reject any or all Statements of Qualification.

The College intends to establish agreements for the purpose of providing Construction Management At-Risk Services on a continuing basis college-wide for a period of three (3) years with an option to renew for two (2) additional one (1) year terms. Pursuant to Chapters 1013.45 and 287.055 Florida Statutes,

The District Board of Trustees of The College of the Florida Keys will consider contracting with professional construction management firms. The College reserves the right, at its discretion, to select multiple firm(s) or no firms. In addition, nothing herein shall obligate The College of the Florida Keys to select any particular number of construction management firms.

B. Project Description

Project: Construction Management At-Risk Services for construction projects on a continuing basis for projects with an estimated construction cost of each Individual project not to exceed \$4 million.

Respondent(s) selected are to provide Construction Management At-Risk Services for construction projects on a continuing basis. These projects are miscellaneous in type and typically small in nature, with \$4 million or less in construction cost. Projects can range from as little as \$100 to a maximum of \$4 million in construction costs.

The College will utilize professional construction manager(s) as part of a team to perform construction, remodeling, and renovation projects. The professional construction management firm(s) may be requested to perform programming, schematic work, design development and construction documents and/or any other portion of the project(s). Construction management involvement may consist of all services. Most projects will consist of Construction Management At-Risk Services for general renovation and remodeling that utilize construction trades and sub-construction. The construction management firm(s) shall be responsible for all scheduling and coordination and shall be generally responsible for the successful, timely and economical completion of the project(s), encompassing pre-construction services, construction services and post-construction services.

When a project arises, The College’s designee, will decide which firm is to perform the work based on the construction management firm’s workload, suitability for the specific project and other factors as determined by The College. The obligations of The College of the Florida Keys under this award are subject to the availability of the funds lawfully appropriated for its purpose by the State of Florida and the District Board of Trustees.

B. TIMETABLE

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

Activity	Time	Date
Issue RFQ		August 19, 2023
Questions due	3:00 pm	August 30, 2023
Submittal due date	11:00 am	September 11, 2023
Public opening – Key West Campus Room A105	1:00 pm	September 11, 2023
Notice to short-listed firms		TBD
Notice of Intent to Award - Pending Board approval		TBD

C. CONTACT PERSON

The representative and sole contact for this solicitation is:

Lucas Torres-Bull
 Manager of
 Purchasing
 5901 College Road, Key West, FL 33040
 305.809.3268
 Lucas.torresbull@cfk.edu

Respondent(s) are advised that from the date of release of this solicitation until award of the contract, no contact with College personnel or College representatives related to this solicitation is permitted. All communications are to be directed to Lucas Torres-Bull, Manager of Purchasing. Any such unauthorized contact will result in the disqualification of the respondent's submittal.

Respondent(s) are fully responsible for obtaining the complete solicitation, addenda (if applicable), notices for public meetings, and other information, by visiting the College's website:
<https://www.cfk.edu/community-resources/bids-solicitations>
and
<https://www.demandstar.com>

Any question(s) or explanation(s) desired by the respondent(s) regarding the meaning or interpretation of this solicitation must be requested from Lucas Torres-Bull, by email prior to the deadline date, as stated in the timetable. The explanation response will be issued in the form of an addendum and posted to the websites identified above.

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

D. RESPONSE SUBMISSION

Submit one (1) original (ink-signature), presented in a three ring binder, and five (5) hard copies of your response as well as one (1) digital copy on a USB flash media in PDF format. The original response shall contain the ink-signature of the authorized person submitting the response. Failure to include the original, all signed copies, and the electronic copy shall be grounds for rejection of your response without further evaluation.

Submittals including the signed affidavit form must be received by The College of the Florida Keys, Manager of Purchasing, on the due date and time as stated in the timetable. See Section IV Submittal Information and Instructions for more information.

E. INSURANCE REQUIRED

The College of the Florida Keys requires that all insurers:

- Be licensed or approved to do business within the state of Florida.
- Write required insurance on an "occurrence" basis (professional liability and pollution liability are acceptable written on a "claims-made" basis).
- Name The College of the Florida Keys and its District Board of Trustees, officers, employees, agents, and volunteers as "Additional Insureds" on general liability and other policies as specified by the contract.
- Possess a minimum A.M. Best's Insurance Guide rating of A VII. A.M. Best rating is composed of two parts: the letter denotes the company's financial strength level, and the Roman numeral denotes financial size.
Please visit <http://www.ambest.com/home/ratings.aspx> for further explanation and to look up insurance company ratings.

The College of the Florida Keys requires certificates of insurance providing proof of insurance prior to commencement of work. All policies are to include the following:

- All policies must be written on a primary basis, non-contributory with any other insurance coverage or self-insurance carried by The College.
 - The College of the Florida Keys shall be named as additional insured on all policies with the exception of workers' compensation.
 - A waiver of subrogation on all insurance policies shall be in favor of The College of the Florida Keys.
 - A 30-day notice of cancellation, suspension or voided coverage must be given to The College. Such notice shall be sent directly to The College of the Florida Keys. If any insurance company refuses to provide the required notice, the respondent(s) or its insurance broker shall notify The College of the Florida Keys of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
1. Workers' Compensation Insurance: Required for all employees directly employed by the respondent(s), as required by Chapter 440, Florida Statutes, for work under this Contract. In case any work is sublet, the respondent(s) shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the respondent(s). Workers' Compensation Insurance shall meet the requirements of the "Florida Workers' Compensation Law". The minimum amount of insurance shall be for each employee, \$1,000,000 each accident, \$1,000,000 policy limit for disease and \$1,000,000 disease each employee.
 2. Automobile Liability Insurance: Shall protect the respondent(s) and subcontractors performing work covered by this Contract from claims for damages for personal injury, bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under this Contract, whether such operations be by himself or any subcontractor, or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance shall be \$1,000,000 combined single limit per occurrence.
 3. Public Liability / Commercial General Liability Insurance: Shall protect the respondent(s) and the subcontractors performing work covered by this Contract from claims. For damages for personal injury, bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under this Contract, whether such operations by himself or any subcontractor, or by any directly or indirectly employed by either of them. The minimum amount of such insurance shall be: \$1,000,000 per occurrence.

The respondent(s) liability policy shall provide "XCU" (Explosion, Collapse and Underground Damage) coverage for those classifications in which they are included.

Respondent(s) public liability shall include comprehensive general liability, contractual liability, and products and completed operations liability. Completed operations and products liability shall maintain for a period of two years after final payment.

Broad Form Property Damage shall be required on respondent(s)'s public liability, so that completed operations coverage extends to work performed by the respondent(s).

4. Builders Risk Insurance: respondent(s) shall purchase and maintain in effect a completed value builder's risk policy issued by an admitted carrier in an amount equal to the full-completed value of the project. Such insurance shall be issued on an all-risk form including wind, flood, earthquake, and soft costs. respondent(s) shall be responsible for any deductible amounts. The College of the Florida Keys shall be named as additional insured and loss payee.

The College shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy required of the respondent(s). The payment of such deductible shall be the sole responsibility of the respondent(s) and/or subcontractor providing such insurance.

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

\$1,000,000 Each Occurrence

\$3,000,000 Aggregate

A copy of the policy shall be filed with The College, with the signed construction contract. This insurance shall include the interests of The College, the respondent(s), and subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under the all risk insurance or otherwise provided in the contract documents, the respondent(s) shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an application for payment. Coverage of perils of fire, vandalism, malicious mischief, and those included in extended coverage in the amount of one hundred (100%) percent of the values at risk.

5. Umbrella or Excess Liability: \$4,000,000 per occurrence/\$4,000,000 aggregate limit
6. Professional Liability for Primary Consultants and Design/Build Liability: When operations or activities under the contract involve any type of design work, professional liability coverage shall be maintained by respondent(s) covering wrongful acts, errors or omissions of respondent(s) with a \$4,000,000 per occurrence and \$4,000,000 aggregate limits. Respondent(s) must keep the policy in force for three years after project completion.
7. If Commercial General Liability policy excludes pollution, respondent(s) Pollution Liability policy is required with a \$1,000,000 per occurrence and annual aggregate limit.

SECTION II - PROJECT OVERVIEW

The College of the Florida Keys is soliciting qualifications from Florida state-licensed respondent(s) for Construction Management At-Risk Services for projects on a continuing basis. Successful respondent(s) will be assigned to specific projects for a variety of projects within an operating educational environment.

PERMITS: All work must comply with State of Florida Requirements for Educational Facilities (SREF) and building codes

Each project will include Owner Direct Purchases to take advantage of The College's tax-free status and these purchases will be scheduled, coordinated, and accommodated by the firm(s) Construction Manager on behalf of The College.

A. BUILDING PROGRAM

Each project is to be constructed in a timely manner and to a level of quality that reflects the long-term use of a state owned facility.

B. PROJECT DELIVERY METHOD

Each project team will expedite the completion of the project while maintaining high levels of design, quality, and cost control.

C. PROJECT SCHEDULE

The Construction Management firm(s) (CM) will be responsible for reviewing and incorporating milestones for project delivery in accordance with each projected completion date.

D. STATED COST LIMITATION

The stated total project cost limitation for each project will be determined on a project-by-project bases.

E. FORM OF AGREEMENT

The agreement between The College and the CM will be a GMP upon substantial completion of the contract documents and successful negotiations with the CM. The Project will be “open book” with all savings, including unused contingency, returned to The College.

F. PUBLIC CRIMES

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

SECTION III - SCOPE OF SERVICES

The CM will work in concert with The College towards the successful completion of the project on schedule, within the stated cost limitation, in compliance with the contract documents, and adhering to the requirements of the authorities having jurisdiction.

The Architect-Engineer (A/E) shall retain all normal architectural responsibilities for professional design, cost control, schedule and quality assurance including normal construction administration services as called for in their contract with The College.

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

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

A. CONSTRUCTION MANAGEMENT SERVICES TO BE PROVIDED

1. BIDDING AND AWARD PHASE SERVICES

Any costs associated with bidding and award phase services should be included in general conditions costs negotiated as part of the GMP. Bidding and award phase services shall include, but are not limited to the following:

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

2. CONSTRUCTION PHASE SERVICES

Construction phase services shall include, but are not limited to the following:

- Develop requirements for safety, quality assurance, and Critical Path Method (CPM) schedule adherence.
- Schedule and conduct pre-construction conferences in conjunction with the A/E.
- Maintain on-site staff for construction management.
- Maintain a system for tracking the timely submittal, review, and approval of submittals.
- Coordinate, conduct, and document regular construction meetings.
- Prepare and submit change order documentation for approval of the A/E and The College.
- Maintain on-site records and submit monthly progress reports to A/E and The College.
- Maintain quality control and ensure conformity to contract documents.
- Administration of the construction contract and reconciliation with the construction budget.
- Arrange for and comply with permits and inspections required by authorities having jurisdiction.
- Develop and maintain a detailed construction schedule (CPM) indicating sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
- Documentation of activities associated with the administration, management, and construction of the project.
- Monthly certification of all work in place and approval of all respondent(s) payment requests.
- Develop record documents for presentation to The College upon project completion.
- Coordinate, schedule, and document the ordering of equipment and materials for construction utilizing the Owner Direct Purchasing program.
- Install and maintain a Water Pollution Plan.
- Install and maintain site and building camera(s) so the team can observe work being completed on a daily basis.

3. CLOSEOUT AND WARRANTY PHASE SERVICES

Closeout and warranty phase services shall include, but are not limited to the following:

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

SECTION IV - SUBMITTAL INFORMATION AND INSTRUCTIONS

A. SUBMITTAL INFORMATION

- Submittals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- Original response is to be submitted in a three ring binder with the appropriate tab identification as requested within this solicitation. All copies must be securely bound with appropriate tab identification.
- Responses must be complete and shall not refer "The College" to websites, cd's, disks, or tapes in order to obtain the required information or submittals.
- Information submitted that is not requested by The College may be considered to be supplemental, and not subject to evaluation.
- For any requested information or required submittals that cannot be incorporated into the binder due to size or binding, provide information following the numbered tab, identifying where the information can be found in the response.
- All required signed and completed copies of the response with the signed affidavit form must be delivered to:

THE COLLEGE OF THE FLORIDA KEYS
Lucas Torres-Bull, Manager of Purchasing
Bldg. A, Room A128
5901 College Road
Key West, FL 33040

B. SUBMITTAL INSTRUCTIONS

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

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

Short-listed firms may have an opportunity to provide additional, relevant information during the interview stage of the selection process if required.

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

TAB A - ESSENTIAL DOCUMENTS

- Signed affidavit (Attachment A) and signed addenda (if applicable). Attachment A must be signed and submitted as part of your response. Failure to do so shall disqualify your response.
- Copy of professional license granted by the State of Florida and other appropriate governing bodies.
- Documented ability to obtain necessary bonding for project.
- Certificates of insurance (see Section 1(E) for insurance requirements).
- A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Litigation initiated by the respondent(s) to protect the respondent(s) legal rights shall not be used as a basis for rejecting prequalification.
- Public Entity Crime Statement Form (Attachment B).
- Disputes Disclosure Form (Attachment C).
- Drug Free Workplace Form (Attachment D).
- Identification Form (Attachment E).
- E-Verify Form (Attachment F).

TAB B - DESCRIPTION OF FIRM

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

TAB C - EXPERIENCE

Describe project experience with colleges or similar clients in which the Construction Management At-Risk Services approach lead to successful completion of the project. Describe any experience on similar size projects where the firm provided comprehensive Construction Management At-Risk Services and furnish at least three (3) references, including project name and services provided for each reference.

Provide a list of construction projects completed within the past five (5) years, including dates, client, project location, project type and approximate dollar value, and size. Project examples shall have been constructed by the office or project team submitting qualifications. Provide a description of the project services provided by your firm and a statement of performance relative to budget, schedule and change orders. Furnish letters of reference from The College and the A/E for each example where possible. Before submitting, please verify the accuracy of all reference information.

TAB D - PERSONNEL

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

Project Team – Furnish an organizational chart for the construction manager's proposed project team. Identify members of the project team and their responsibilities on the project. Provide resumes for the following key personnel that you are proposing for construction services: executive in charge, senior project manager, project manager, cost estimator, construction superintendent, project engineer and major consultants. Highlight professional qualifications and relevant individual experience. The College must approve any subsequent substitutions of key team members.

TAB E - SAFETY INFORMATION

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

TAB F - CONSTRUCTION MANAGEMENT PLAN

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

TAB G - OWNER DIRECT PURCHASES

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

SECTION V - EVALUATION, NEGOTIATION, AND CONTRACT AWARD

A. EVALUATION PROCESS AND CRITERIA

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

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

B. EVALUATION CRITERIA	Max Points
1. Description of Firm	5
2. Ability to Provide Responsive Service	20
3. Construction Management At-Risk Experience	25
4. Personnel	20
5. Safety	5
6. Construction Management Plan	20
7. Owner Direct Purchases Program	5
Total	100

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

The College’s representative will facilitate and record the rank order assigned by each evaluator and then an overall Committee ranking will be established for each respondent. All respondents are hereby advised that The College may determine that oral interviews, additional written information, internal staff analysis and presentations, outside consultants, and/or any other information may be requested at any time during the evaluation process in order to assist with the selection of the best value respondent(s). The Evaluation Committee may determine as a result of additional information that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the Evaluation Committee.

C. NEGOTIATIONS AND CONTRACT AWARD

At the conclusion of the final scoring and/or interviews, The College may wish to then enter into negotiations with top-ranked firm(s) to provide pre-construction fees and construction-related services to include profit, overhead, and direct management costs in order to establish a guaranteed maximum price.

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

If The College is unable to negotiate a satisfactory contract with top-ranked firm(s), it will terminate negotiations with firm(s) and may undertake negotiations with the next ranking. This process will continue until The College is able to negotiate a satisfactory contract.

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

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

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

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

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

This RFQ, in its entirety, is to be incorporated by reference and will become part of any contract awarded as a result of this RFQ. In the event the language in the contract itself should conflict with the terms of the RFQ, the contract shall prevail. There is no obligation on the part of the College to enter into any contract(s) as a result of the RFQ. The College reserves the right to enter into one contract with

a single respondent(s) for all services, or award multiple contracts to multiple respondent(s), whichever is in the best interest of The College and based on the criteria listed in this RFQ.

Please Note:

The College of the Florida Keys welcomes and appreciates your firm’s interest and response to the Request for Qualifications. These projects are of such magnitude and importance to The College and the region that its design and construction will best be served by a collaborative partnership between College staff, design architects, and an experienced construction manager dedicated to deliver a quality and timely project to The College community.

SECTION VI – RFQ INFORMATION

A. RFQ SUBMISSION

Submit one (1) original (Ink-Signature), presented In a three ring binder, and five (5) hard copies of your response as well as one (1) digital copy on a USB flash media in PDF format. The required copies of the RFQ Response with the signed Affidavit form must be received by The College of the Florida Keys, no later than the due date and time as stated in Section I(B) timetable” shown in this RFQ.

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

Hand-carried responses must be received at the above address ONLY between the hours of **8:00 am** and **4:00 pm** EDT, Mondays through Fridays, excluding holidays. If delivered on the due date, the Response must be received by The College of the Florida Keys before **11:00 am September 11, 2023**, EDT.

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

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

B. NO RESPONSE

If not submitting a response to this RFQ, respond by returning only the affidavit Form, (Attachment “A”), marking it "NO RESPONSE," and explaining the reason in the space provided and return by email at lucas.torresbull@cfk.edu or fax to 305-809-3268. Failure to respond to a procurement solicitation without giving reason(s) for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid, may be cause for removal of the respondent’s name from the distribution list for future solicitations.

C. EXECUTED AFFIDAVIT FORM

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

D. MODIFIED RESPONSE

Respondents may submit a modified response to replace all or any portion of a previously submitted response up until the due date. The Evaluation Committee will only consider the latest version of the response.

E. WITHDRAWAL OF RESPONSE

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

F. LATE RESPONSES, LATE MODIFICATIONS, AND LATE WITHDRAWALS

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

G. RFQ POSTPONEMENT/CANCELLATION

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

H. COSTS INCURRED BY RESPONDENTS

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

I. INTERVIEW(S)

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

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

J. ACCOMMODATIONS

Persons with hearing or speech impairments or a disability requiring reasonable accommodation for meetings should contact Lucas Torres-Bull at (305) 809-3268 at least five working days in advance to make appropriate arrangements.

K. PUBLIC RECORDS

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

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

L. CONFLICT OF INTEREST

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

M. RULES, REGULATIONS, AND LICENSING REQUIREMENTS

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

N. MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

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

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

O. PURCHASES FROM RESPONDENTS CONVICTED OF PUBLIC ENTITY CRIMES

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

P. DISPUTES/PROTESTS

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

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

Any respondent filing an action shall, at the time of filing of the formal protest, post with The College of the Florida Keys a bond payable to The College of the Florida Keys District Board of Trustees in an amount equal to: 10% of the estimated value of the project; 10% of the estimated expenditure during the contract term; or \$10,000, whichever is less. The bond shall be conditioned upon the payment of all costs, which may be adjudged against the respondent(s) filing the protest action. In lieu of a bond, The College of the Florida Keys may accept a cashier’s check or money order in the amount of the bond. Failure of the protesting respondent(s) to file the required bond, cashier’s check or money order at the time of filing the formal protest shall result in the denial of the protest.

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

SECTION VII– GENERAL CONDITIONS

A. PAYMENT

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

B. LOBBYING

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

C. COPYRIGHTED MATERIAL

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

D. EMPLOYMENT OF UNAUTHORIZED ALIENS

EMPLOYMENT ELIGIBILITY / E-VERIFY COMPLIANCE. By entering into a contract with The College, respondent(s) are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Florida Statute., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Respondent(s) will provide appropriate evident, upon request, of enrollment to The College and respondent(s) will maintain a copy of such subcontractor affidavits for the duration of its Purchase Order (PO) with The College. Respondent(s) affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Florida Statute. The College may unilaterally cancel this PO if The College has a good faith belief that the respondent(s) is not in compliance with Section 448.095, Florida Statute. This termination is not a breach of contract and may not be considered as such. Respondent(s) will be liable for any additional costs or expenses incurred by The College because of such termination of a PO.

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

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

FLORIDA SEXUAL PREDATORS ACT

Any respondent(s) who is awarded a contract by The College must comply with F.S. 775.21 relative to the registration of any employee who is a convicted sexual offender or predator.

DRUG-FREE WORKPLACE REQUIREMENT

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

FEDERALLY FUNDED AWARDS

By submitting a proposal, the respondent(s) and their company acknowledges and agrees that all contracts made by The College of the Florida Keys under a Federal award must contain the following provisions, depending on the funding source for each project, respondents agrees to abide by the provisions, as applicable to the contract/agreement between The College and the signing party. One such provision would require

VIOLATION OR BREACH OF CONTRACT TERMS

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where respondent(s) violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” See 2 C.F.R. Part 200, Appendix II(C).

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent(s) agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the respondent(s) agrees that it shall comply with such provision.

The Copeland “Anti-Kick Back” Act

The “respondent(s)” shall comply with the Copeland “Anti-Kick back” Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 5).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each respondent(s) must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that

requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, respondent(s) agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent(s) certifies that the respondent(s) is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent(s) further agrees to immediately notify The College if respondent(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352) -- respondent(s) that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

By submitting a proposal, a Responder acknowledges and agrees to the following statement, to the best of his or her knowledge, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned respondent(s), to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned Offeror/respondent(s) shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned respondent(s) shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The respondent(s), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the respondent(s) understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.*, apply to this certification and disclosure, if any.

PROCUREMENT OF RECOVERED MATERIALS

Respondent(s) agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with the law, respondent(s) should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). (See 2 CFR §200.322) respondent(s) Agrees that where applicable, it will comply with 2 CFR §200.216.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The respondent(s) is prohibited from providing to The College any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

RESPONDENT(S) AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES., REGULATIONS, AND ORDINANCES. IT IS FUTHER ACKNOWLEDGED THAT CONTRACOTR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

ATTACHMENT A
AFFIDAVIT FORM
NOTICE TO PROFESSIONAL CONSULTANTS

THE COLLEGE OF THE FLORIDA KEYS
RFQ 2023-04
CONSTRUCTION MANAGEMENT AT RISK FOR CONSTRUCTION PROJECTS ON A CONTINUING BASIS

SUBMITTAL DUE DATE: September 11, 2023 / 11:00 AM EST

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

Manual Authorized Signature: _____

Printed Authorized Name & Title: _____

Company Name: _____

Federal Employer ID #: (9 digits) _____

Address: _____

City, State, Zip: _____

Phone: _____ Toll Free # _____

Fax #: _____

Email Address: _____

Is your firm a Florida Certified Minority Business? _____ YES _____ NO

This boxed section to be filled out only if not responding. Return this page via email at lucas.torresbull@cfk.edu.

Reason for NO RESPONSE:

**ATTACHMENT B
PUBLIC ENTITY CRIMES**

**THE COLLEGE OF THE FLORIDA KEYS
RFQ 2023-04
CONSTRUCTION MANAGEMENT AT RISK FOR CONSTRUCTION PROJECTS ON A CONTINUING BASIS**

Any person submitting a bid or qualification in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the bid or qualification. However, if you have provided the completed form to the submittal address listed in this Invitation and it was received on or after January 1, 2023, another completed form is not required for the remaining calendar year. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to:

(print name of the public entity)

By

(print name of entity submitting sworn statement)

Whose business address is

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

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

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

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

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

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

who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Sworn to and subscribed before me this ___ day of _____ 2023

Personally known

OR Produced identification _____ Notary Public - State of _____

My commission expires _____ (Type of identification)

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

A person or affiliate who has been placed on the convicted firm list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or

public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a firm, subfirm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted firm list.

<RFQ 2023-04 CONTINUE>

**ATTACHMENT C
DISPUTES DISCLOSURE FORM**

Please answer the following questions **Yes** or **No**. If you answer yes to any of the questions, please provide a full explanation below the question.

1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? _____

2. Has your firm or any member of your firm been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? _____

If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved? _____

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Company Name

Date

Authorized Signature

Title

ATTACHMENT D
DRUG FREE WORKPLACE

The undersigned Firm in accordance with Florida Statute 287.087 hereby certifies that _____
_____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm's Signature

Date

**ATTACHMENT E
COMPANY IDENTIFICATION**

IDENTIFICATION Company Name			Type of Service
Purchasing Address	City	State	ZIP (9-digit)
Remit to Address	City	State	ZIP (9-digit)
Phone #	Fax #		web page address
Contact Person	Title		
Contact Person's Email Address			
Address of Parent Company	City	State	ZIP (9-digit)
Federal Employer Tax Identification No (9-digit) OR (FEIN)	Social Security Number (SSN)		
Are you a 1099 recipient?	If YES, under what name		
OWNERSHIP Please check all applicable boxes Company is at least 51% owned, controlled, and actively managed by <input type="checkbox"/> Minority Person(s) <input type="checkbox"/> Woman/Women			
If minority owned, check applicable boxes <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American (includes oriental) <input type="checkbox"/> Asian Indian American (includes India, Pakistan, and Bangladesh) <input type="checkbox"/> Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)			
Attach current MBE/WBE Certifications (Note: The College of the Florida Keys requires certification of MBE's by the National Minority Supplier Development Council or an affiliate council, or a state or local government agency)			
SIZE INFORMATION Please check appropriate box (check one only). <input type="checkbox"/> Foreign Owned Business <input type="checkbox"/> Minority Owned Business <input type="checkbox"/> Women Owned Business <input type="checkbox"/> Small Business <input type="checkbox"/> Government Entity <input type="checkbox"/> Non-Profit Business <input type="checkbox"/> Corporation			

- Individual, Self-Employed
- Partnership, Joint Venture, Estate/Trust

Name (Print):

Signature:

SIGNATURE PAGE

Attachment F
THE COLLEGE OF THE FLORIDA KEYS
E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The College of the Florida Keys to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The College of the Florida Keys requires all vendors who are awarded contracts with the College to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

Date
(Representative)

(Signature of Authorized

STATE OF _____,
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ who, being personally known or having produced
_____ as identification, and after first being sworn
by me, affixed his/her signature in the space provided above on this _____ day of _____
_____ 20_____.

Signature, NOTARY PUBLIC

Commission expires:

STAMP/SEAL