



COLLEGE
OF THE
FLORIDA KEYS

THE COLLEGE OF THE FLORIDA KEYS

Request for Qualifications (RFQ)

For

Construction Management At-Risk Services

for

Construction Projects on a Continuing Basis

RFQ 2022-03

RFQ Due Date – May 6, 2022 - 3:00 p.m. EST

RFQ Opening – May 9, 2022 - 10:00 a.m. EST

The College of the Florida Keys
Request for Qualifications
RFQ 2022-03
Construction Management at Risk Services for 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.

All elements of the construction process must meet Standard Terms and Conditions of the EDA, if required. Particular attention will be paid to experience with, and competence in construction methodology that provide for a rapidly constructed, cost effective, aesthetically pleasing structure suitable for the intended purposes in a campus setting. Speed and effectiveness of response are critical.

Carefully review this Request for Qualifications, 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. Statement of qualifications, consisting of one (1) original and five (5) copies as well as one (1) digital copy on a USB flash media in PDF format will be accepted until 3:00 p.m. EST on May 6, 2022 at the office of Purchasing and Facilities Support, Lucia CuCulino, The College of the Florida Keys, Facilities Building, 5901 College Road, Key West, Florida 33040. Submissions must be clearly marked with name of firm and RFQ 2022-03. Late or incomplete responses will not be accepted.** A public opening and evaluation of submittals by Committee for RFQ #2022-03 will take place on Monday, May 9, 2022 at 10:00 a.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 our web site:

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

Official notice of final section results will be by electronic posting at 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 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 vendor 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 contractor 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 Lucia CuCulino at purchasing@cfk.edu. Questions will be accepted until 2:00 p.m., April 22, 2022. Should you require a fully accessible version of this document either call or email Lucia CuCulino at (305)809-3240, purchasing@cfk.edu.

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SECTION I - OVERVIEW

A. GENERAL INFORMATION AND SUMMARY

The College of the Florida Keys is a public, regionally accredited member of the Florida College System. The College is soliciting Qualifications Submittals for 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 two million dollars.

The College is requesting submittals from qualified Construction Management firms that are interested in providing professional construction management services for construction projects on a continuing basis. The College intends to enter into a contract with the selected Construction Management firm for Preconstruction and Construction Phase Services associated with the projects.

If your firm has demonstrated expertise and success in delivering projects of this magnitude and complexity you are encouraged to submit your firm's qualifications for consideration and possible award of GMP contract upon successful completion of negotiations.

The College does not pay federal, excise, and state sales taxes. The applicable tax-exempt numbers are: Florida Sales Tax: 85-8012557319C-8 and FEID # 59-1209205

B. TIMETABLE

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

Activity	Time	Date
Issue RFQ		April 4, 2022
Questions due	2:00 pm	April 22, 2022
Submittal due date	3:00 pm	May 6, 2022
Public opening and evaluation of submittals by Committee – Key West Campus Room A105	10:00 am	May 9, 2022
Notice to short-listed firms		TBD
Public Oral Presentations or discussions, if applicable – Key West Campus Room A105		TBD
Notice of Intent to Award – Requires Board of Trustees approval prior to posting.		TBD

C. CONTACT PERSON

The representative and sole contact for this solicitation is:

Lucia CuCulino
Manager, Purchasing and Facilities Support
5901 College Road, Key West, FL 33040
305.809.3240/305.292.5165 (fax)
purchasing@cfk.edu

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with College personnel related to this solicitation is permitted. All communications are to be directed to Lucia CuCulino , Manager, Purchasing and Facilities Support. Any such unauthorized contact will result in the disqualification of the Respondent's submittal.

Respondents are fully responsible for obtaining the complete solicitation, Addenda (if applicable), Notices for Public Meetings and other information, by visiting our web site: <https://www.cfk.edu/community-resources/bids-rfps-rfqs/> or <https://www.demandstar.com>

It is recommended that you bookmark the web site and visit frequently.

Explanation(s) desired by respondent(s) regarding the meaning or interpretation of this solicitation must be requested from Lucia CuCulino, by email prior to the deadline date, as stated in above "B. Timetable". The explanation response will be issued in the form of an Addendum and posted to the web sites 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 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 original manual 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, Purchasing and Facilities Support Office on the due date and time as stated in the above "B 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 Board of Regents/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 (see Figure 1), 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 Contractor 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. Workmen's Compensation Insurance: Required for all employees directly employed by the Contractor, as required by Chapter 440, Florida Statutes, for work under this Contract. In case any work is sublet, the contractor shall

require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workmen's Compensation shall meet the requirements of the "Florida Workmen's 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 Contractor 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 Contractor 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 Contractor liability policy shall provide "XCU" (Explosion, Collapse and Underground Damage) coverage for those classifications in which they are included.

Contractor 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 Contractor's public liability, so that completed operations coverage extends to work performed by the Contractor.

4. Builders Risk Insurance: Contractor 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. Contractor shall be responsible for any deductible amounts. The College of the Florida Keys and Architects shall be named as additional insured and loss payee.

"The Owner 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 General Contractor. The payment of such deductible shall be the sole responsibility of the Prime Contractor and/or subcontractor providing such insurance.

Contractor 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 Owner, with the signed construction contract. This insurance shall include the interests of the Owner, the Contractor, Subcontractor, 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 Contractor 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 Contractor covering wrongful acts, errors or omissions of Contractor with a \$4,000,000 per occurrence and \$4,000,000 aggregate limits. Contractor to keep policy in force for three years after project completion.
7. If Commercial General Liability policy excludes pollution, Contractors Pollution Liability policy is required with a \$1,000,000 per occurrence and annual aggregate limit.

SECTION II - PROJECT OVERVIEW

The College and its Facilities Department and its consultant are responsible for managing the design and construction of this project. The project is being programmed and designed to include teaching laboratories, faculty and staff offices, classroom spaces and site development of an adjacent parking area.

Projects may be partially funded with federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

This 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 Construction Manager on behalf of The College.

A. BUILDING PROGRAM

The 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

The project team will expedite the completion of the project while maintaining high levels of design, quality and cost control. The Construction Manager (CM) will provide cost and constructability support to the design process. CM involvement prior to starting construction of the project will be required to create positive and productive partnerships and complete the construction with a high level of confidence in project affordability.

C. PROJECT SCHEDULE

The CM will be responsible for reviewing and incorporating milestones for project delivery in accordance with this projected completion date.

D. STATED COST LIMITATION

The stated total cost for projects is under \$2 million.

E. FORM OF AGREEMENT

The agreement between the Owner and the CM will be a Guaranteed Maximum Price (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 Owner.

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 36 months from the date of being placed on the convicted vendor list.

SECTION III - SCOPE OF SERVICES

Initial Construction Management @ Risk services shall consist of pre-construction services during the design phase. The College intends to retain the same construction manager for the construction phase of the project. The CM will work in concert with The College and the A/E 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 Owner will contract with Architect/Engineer Services for the project. The 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/Contractor and provide all construction management services and activities necessary for the construction and occupancy of the project.

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. DESIGN PHASE

Design Phase Services shall include, but are not limited to the following:

- Work with architect's team, College personnel and College's Building Code Official to determine affordability and constructability.
- Submit for approval by the Architect and The College's Representatives applicable cost and time savings incentive programs.
- Review construction documents and provide value-engineering recommendations as necessary.
- Review design documents to minimize errors and omissions.
- Prepare cost estimates and update as needed up to establishing the Guaranteed Maximum Price.
- Coordinate with Architect to finalize the construction documents.
- Prepare for approval of a schedule of proposed hourly rates to be used in assessing the Construction Manager's fixed fee for his pre-construction services.
- Review the current budget issues and guarantee a maximum price based on the one hundred percent (100%) complete Construction Documents and successful negotiations with the Owner. The Guaranteed Maximum Price will include the Construction Manager fees for their construction services and all other project related construction costs.
- Establish the master project schedule identifying all different phases and all milestone items.

2. 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 Architect and College Representative.
- Monitor bidder 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 bidders for construction.
- Establish the final GMP upon completion of subcontractor bid process.

3. CONSTRUCTION PHASE SERVICES

Construction Phase Services shall include, but are not limited to the following:

- Develop requirements for safety, quality assurance, and CPM schedule adherence.
- Schedule and conduct pre-construction conferences in conjunction with the Architect.
- 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 Architect and the Owner.
- Maintain on-site records and submit monthly progress reports to Architect and the Owner.
- 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 written certification of all work in place and approval of all contractor and vendor payment requests.
- Develop record documents for presentation to the Owner upon project completion.
- Coordinate, schedule and document the ordering of equipment and materials for construction utilizing the Owner Direct Purchasing program.
- Install & maintain Water Pollution Plan
- Install & maintain site & building camera (s) so the TEAM can observe work being complete on a daily bases.
- Securing Certificate of Occupancy including associated costs as part of GMP.
- The Contractor shall provide, install and maintain at all times two (2) jobsite live remote view cameras. The location to be selected by The College.
- The College will provide temporary water and power on site at all times.

4. 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.
- The outer carton of the response shall include the solicitation number and name, and due date.

- Responses must be complete and shall not refer The College to electronic media such as website, 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
 Lucia CuCulino, Purchasing and Facilities Support Office
 Maintenance Building
 5901 College Road
 Key West, FL 33040

B. SUBMITTAL INSTRUCTIONS

Respondents 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.

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 will have an opportunity to provide additional, relevant information during the interview state 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 I / 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 contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.
- A Public Entity Crime Statement Form (Attachment B).

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 college or similar clients in which the CM @ Risk approach proved successful. Describe any experience on similar size projects where the firm provided comprehensive construction management 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 Architect for each example where possible. Before submitting, please verify the accuracy of all reference information.

Provide specific evidence of familiarity with the construction and grant procedure of the United States Economic Development Administration (EDA) or other grants. Please provide a list of previous EDA funded projects or other grants that your firm has participated in.

Describe any past mediation, arbitration or litigation experience with Owners, Architects or Sub-contractors. List any active or pending mediation, arbitration or litigation and explain. Has the firm been involved in any litigation in the past five years?

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 CM 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 CM services.

Project Team – Furnish an organizational chart for the CM'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 Architect and other consultants. This individual's competence, leadership and ability to achieve customer satisfaction will be heavily considered in the selection of a CM. 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, CM 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 Purchasing and Facilities Support Office 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 Team 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.	CM @ Risk Firm Experience	25
4.	Personnel	20
5.	Safety	5
6.	Construction Management Plan	20
7.	Owner Direct Purchases Program	5
Total		100

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

The Purchasing and Facilities Support representative will facilitate and record the rank order assigned by each evaluator and then an overall Committee ranking will be established for each Respondent. Total scores will be used to break a tie in ranking. If the highest ranked firm is unanimous then the Committee can move to select without formal interview.

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 Committee.

A short-list of at least three respondents may be selected to participate in interviews with the Evaluation Team. Evaluation Team members will score the short-listed firms based on refined criteria during the firm's presentation. The College will award based on ranking. Total scores will be used to break a tie in the ranking.

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 the top ranked firm to provide for preconstruction 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 Construction Management firms. 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 the highest scoring or top ranked firm, it will terminate negotiations with that firm and may undertake negotiations with the next highest score or 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 continuation in 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 to not be reasonably supportable. The College reserves the right to select, and subsequently recommend for award, the firm which best meets its required needs, quality levels, and budget constraints.

If The College determines that a company 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, and to place the company on The College's suspended contractor list.

This RFQ, in 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 as a result of the RFQ. The College reserves

the right to enter into one contract with a single vendor for all services, or award multiple contracts to multiple vendors, 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. All projects requiring 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 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 Purchasing and Facilities Support Office no later than the due date and time as stated in Section I “B Timetable” shown in this RFQ.

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

Hand-carried Responses must be received at the above address ONLY between the hours of **8:00 a.m.** and **4:00 p.m.** local time, Mondays through Fridays, excluding holidays. If delivered on the due date, the Response must be received by The College of the Florida Keys before **3:00 p.m. May 6, 2022**, local time.

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

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

B. 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 purchasing@cfk.edu or fax to 305-292-5156. 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 Team 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 Team may require any/all respondents to attend an interview to provide additional information in support of their responses or to exhibit or otherwise demonstrate the information contained therein.

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

J. ACCOMMODATIONS

Persons with hearing or speech impairments or a disability requiring reasonable accommodation for meetings should contact Lucia CuCulino at (305) 809-3240 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 vendors and contractors to use MBE firms as subcontractors. Contractors, and vendors 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 contractor/vendor will be asked to submit quarterly reports showing actual expenditures with MBE subcontractors used.

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

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 Finance and Administration Office within 72 hours after the electronic posting of 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 Manager, Purchasing and Facilities Support contact.

The protesting party must reduce its protest to a written petition and shall file it with the Manager, Purchasing and Facilities Support 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 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 contractor

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 contractor 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 Provider 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 Contractor 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

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

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

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

F. FLORIDA SEXUAL PREDATORS ACT

Any Contractor or Sub-contractor 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.

G. DRUG-FREE WORKPLACE REQUIREMENT

The Respondent 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.

ATTACHMENT A

AFFIDAVIT FORM

**THE COLLEGE OF THE FLORIDA KEYS
RFQ 2022-03
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
CONSTRUCTION PROJECTS ON A CONTINUING BASIS**

ATTACHMENT A
AFFIDAVIT FORM
NOTICE TO PROFESSIONAL CONSULTANTS

THE COLLEGE OF THE FLORIDA KEYS
RFQ 2022-03
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR CONSTRUCTION PROJECTS ON A CONTINUING BASIS

SUBMITTAL DUE DATE: MAY 6, 2022 / 3:00 P.M. 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 purchasing@cfk.edu or fax at (305)292-5165
Reason for NO RESPONSE:

ATTACHMENT B

PUBLIC ENTITY CRIMES

THE COLLEGE OF THE FLORIDA KEYS

RFQ 2022-03

**CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR CONSTRUCTION PROJECTS ON A
CONTINUING BASIS**

ATTACHMENT B

PUBLIC ENTITY CRIMES

THE COLLEGE OF THE FLORIDA KEYS

RFQ 2022-03

CONSTRUCTION MANAGEMENT AT RISK SERVICES 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, 2019, 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 _____ 2022

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.

ATTACHMENT C

REQUIREMENTS FOR AFFIRMATIVE ACTION

**THE COLLEGE OF THE FLORIDA KEYS
RFQ 2022-03
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
CONSTRUCTION PROJECTS ON A CONTINUING BASIS**

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of _____

County of _____

City of _____

ATTACHMENT D

LOBBYING RESTRICTION FORM

**THE COLLEGE OF THE FLORIDA KEYS
RFQ 2022-03
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
CONSTRUCTION PROJECTS ON A CONTINUING BASIS**

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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 employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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 section 1352, title 31, U.S. Code. 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

ATTACHMENT E

DAVIS-BACON WAGE RATE DETERMINATION

**THE COLLEGE OF THE FLORIDA KEYS
RFQ 2022-03
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
CONSTRUCTION PROJECTS ON A CONTINUING BASIS**

"General Decision Number: FL20220022 01/07/2022

Superseded General Decision Number: FL20210022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/07/2022

ELEC0349-003 09/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 37.61	11.72

ENGI0487-004 07/01/2013

	Rates	Fringes
OPERATOR: Crane		
All Cranes Over 15 Ton		
Capacity.....	\$ 29.00	8.80
Yard Crane, Hydraulic Crane,		
Capacity 15 Ton and Under.....	\$ 22.00	8.80

* IRON0272-004 10/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL		
AND REINFORCING.....	\$ 26.00	14.16

PAIN0365-004 06/01/2021

	Rates	Fringes
PAINTER: Brush Only.....	\$ 20.21	12.38

SFFL0821-001 07/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.63	20.55

SHEE0032-003 12/01/2013

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation).....	\$ 23.50	12.18

SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER.....	\$ 15.08	5.07
CEMENT MASON/CONCRETE FINISHER.....	\$ 12.45	0.00
FENCE ERECTOR.....	\$ 9.94	0.00
LABORER: Common or General.....	\$ 8.62	0.00
LABORER: Pipelayer.....	\$ 10.45	0.00
OPERATOR: Backhoe/Excavator.....	\$ 16.98	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 9.58	0.00
OPERATOR: Pump.....	\$ 11.00	0.00
PAINTER: Roller and Spray.....	\$ 11.21	0.00
PLUMBER.....	\$ 12.27	3.33
ROOFER: Built Up, Composition, Hot Tar and Single Ply.....	\$ 14.33	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 14.41	3.61
TRUCK DRIVER, Includes Dump and 10 Yard Haul Away.....	\$ 8.00	0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey.

Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data.

EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"