



Request for Qualifications

#23-02

Construction Management At-Risk Services

For

Construction Projects on a Continuing Basis

For South Florida State College

and

South Florida State College Foundation

Issued by:

South Florida State College

Purchasing Office

October 2023

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SECTION ONE

INTRODUCTION

A. Intent and Purpose

The intent of this Request for Proposal (RFQ) is to select one or more **Construction Management Companies** to work with the South Florida State College ("College") and the South Florida State College Foundation ("Foundation") project teams and the selected architect(s) on various minor construction, remodel, renovation, and maintenance projects. The size, scope and complexity of projects under this contract will be determined based upon specific requirements of each project as determined by the College and Foundation (both identified in this document as SFSC), but in no case shall they exceed valued up to \$4,000,000 in value and when the fee for professional services does not exceed \$500,000, per Florida Statute 287.055(2)(g). It is anticipated that the contract period will be a three (3) year contract with the option for up to three (3) additional one (1) year extensions, upon mutual agreement.

The selected firm(s) shall function as a General Contractor (GC), responsible for pre-construction services, construction estimating, value engineering, bid preparation, construction management, generation and update of project schedules, cost control, progress reports and coordination and the successful, timely, and economical completion of the minor projects.

Examples of minor projects:

Site work (i.e. irrigation systems and landscaping); utility system improvements; HVAC renovations and replacement, chilled and hot water system; electrical systems improvement; storm water and sanitary sewer system improvements; domestic water supply improvements; building and site security systems; roof replacement; parking lot improvements; safety-to-life up-grades (fire, health, sanitation); ADA up-grades; renovations, relocations and setup-ups of portable structures; other miscellaneous remodeling/renovations and new construction to buildings, College-wide.

The College and Foundation reserves the right to negotiate the expansion of the scope of work to include other related projects including rebuilding or repairing hurricane or other natural disaster damaged facilities and infrastructure. The College and Foundation also reserves the right to add services, reduce the scope of work, or conduct work in phases during the contract period under the same conditions and terms of this agreement. Additional buildings and facilities may be included in the future under the same contract. The College and Foundation reserves the right to negotiate and assign projects as it sees fit with any CM selected under this RFQ.

The proposals for the College and Foundation will be evaluated per the same criteria and process. The College and Foundation will enter into separate contracts with the professionals' services providers.

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

Pursuant to Chapters 1013.45 and 287.055 Florida Statutes, the District Board of Trustees of South Florida State College, Florida will consider contracting with one (1) or more professional construction management firms. SFSC reserves the right, at its' discretion, to select one (1) firm or no firms. In addition, nothing herein shall obligate the College or Foundation 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 Four (4) Million Dollars

Locations: South Florida State College and Foundation

Highlands Campus – Avon Park 600 West College Drive Avon Park, FL 33825	Desoto Campus - Arcadia 2251 NE Turner Ave Arcadia, FL 34266	Hardee Campus – Bowling Green 2968 US 17 North Bowling Green, FL 33834
Lake Placid Center – Lake Placid 500 E. Interlake Blvd. Lake Placid, FL 33852	The Crews Center 200 US Hwy 27 South Avon Park, FL 33825	Hotel Jacaranda 19 East Main St. Avon Park, FL 33825

Firm(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 and four (4) million dollars or less in construction cost. Projects can range from as little as one hundred (100) dollars to a maximum four (4) million dollars in construction cost. Construction management at-risk is a delivery method which entails a commitment by the construction management firm to deliver the project within a Guaranteed Maximum Price (GMP), in most cases. The construction management firm acts as a consultant to the owner in the development and design phases, (often referred to as 'Preconstruction Services'), but as the equivalent of a general contractor during the construction phase. The construction management firm must manage and control costs to not exceed the GMP.

Most of the projects are expected to be located at the Highlands Campus. Other projects may be located at the Hardee, Desoto and/or Lake Placid Campuses as well as the Crews Center. The Foundation may have additional projects in the future including work at the Hotel Jacaranda in Avon Park, FL. The College and Foundation 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 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.

The awarded firm(s), if more than one (1) firm is selected, will not be required to bid against each other for work. When a project arises, the SFSC Team 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 SFSC's Team. Awarded vendor(s) shall, as a condition of the contract, maintain SFSC prequalification status throughout the contract period.

The obligations of the College and Foundation 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 of South Florida State College.

C. South Florida State College Informational Facts

South Florida State College was established in 1965. SFSC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate and baccalaureate degrees. Classes are offered on the Highlands, Hardee, Desoto, Lake Placid Campuses and the Crews Center, and through SFSC Online. The College is governed by a Board of Trustees appointed by the Governor of Florida. The College currently enrolls approximately 5190 students. Additional information can be found on the official College website at <https://www.southflorida.edu/>

A typical schedule for SFSC has the campuses open for classes from 8:00 AM EST to 9:30 PM EST, Monday through Friday, with reduced schedules and/or special classes and/or college sponsored events on Saturdays and Sundays. There are normally two breaks during the year, one in the spring months and the other during the December holiday season. While the spring break is one week in duration, the December holiday break may be one to two weeks in duration. SFSC will supply to the vendor, upon request, an annual College calendar which provides information on term dates, closed dates, graduation dates, etc.

SECTION TWO

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

A. Definitions

SFSC:

The District Board of Trustees of South Florida State College, Florida; the 'College' and The South Florida State College Foundation; the 'Foundation'

RFQ:

Request for Qualifications; a formal request soliciting qualifications

PROPOSER/RESPONDENT:

An individual, firm, partnership, corporation, association or other legal entity permitted by law to provide construction management services for educational entities and who submits a response to the RFQ

RESPONSE/PROPOSAL/SUBMITTAL:

Qualifications submitted in response to an RFQ

EVALUATION TEAM:

Comprised of college staff; established to review and score the submittals in accordance with the criteria and make recommendation for award; a representative from Purchasing Office, or a designee, serves as the nonvoting chairperson

CONTRACTOR/VENDOR:

A company or person which is awarded the RFQ/Agreement

CM:

Construction Management (Manager); a professional management practice consisting of an array of services applied to construction projects and programs through the planning, design, construction and post construction phases for the purpose of achieving project objectives including the management of quality, cost, time and scope

CM AT-RISK:

Construction delivery method which entails a commitment by a construction manager to deliver the projects within a Guaranteed Maximum Price (GMP); the construction manager acts as consultant to the owner (College) in the development and design phases, but as the equivalent of a general contractor during the construction phase

B. Point of Contact

SFSC's point of contact for all matters relating to this RFQ is Deb J. Olson, Purchasing Coordinator. If there are any questions concerning the RFQ, direct in writing, to Deb J. Olson VIA email olsond@southflorida.edu. **Neither questions nor answers will be provided via phone or in person.** The last day to submit questions will be the end of business (4:30 p.m. EST) on Friday, January 5, 2024. Questions received after 1/5/2024 will not be answered. Note: The College will be closed for the Holidays, December 18th thru January 2, 2024.

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or agent of SFSC concerning any aspect of this solicitation, except in writing to the Purchasing Coordinator as provided in the solicitation documents. Violations of this provision may be grounds for rejecting a response.

C. Interpretation of Documents/Written Addenda

No interpretation of the meaning of the RFQ document or correction of any apparent ambiguity, inconsistency or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to SFSC's point of contact (Section Two, Letter B). Interpretation of the wording of this document shall be the sole responsibility of SFSC and that interpretation shall be final.

A written addendum may be issued by the Purchasing Office prior to the RFQ submittal date, supplementing, modifying or interpreting any portion of this RFQ and same will be posted on SFSC's website:

<https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>

No verbal or written information from other sources are authorized as representing SFSC.

In case SFSC finds it expedient to supplement, modify or interpret any portion of the RFQ document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFQ and posted at the following website: <https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>.

It is the sole responsibility of all prospective respondents to visit the website, prior to submitting their response, <https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids> to view the solicitation and download any or all issued addenda.

D. Delays

SFSC, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of SFSC to do so. SFSC will post delays or changes and information or addendums on SFSC's website

<https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>; it is the sole responsibility of interested proposers to consistently monitor this site for changes. Failure to note changes posted on the website will be the fault of the potential proposer and not the responsibility of SFSC.

E. Proposal Withdrawn

Respondents may withdraw their proposals by notifying SFSC, the Purchasing Office, in writing at any time prior to the time set for the submittal deadline. Respondents may withdraw their proposals in person or through an authorized representative. Once opened, proposals become the property of SFSC and will not be returned to the respondents.

F. Additional Information

No additional information may be submitted, or follow-up performed by any proposer after the stated due date outside of a formal presentation to the evaluation team, unless specifically requested by SFSC.

G. Award/Contract

SFSC intends to select the most responsible and responsive proposer(s) that can demonstrate in their written response and in their oral presentation quantitative and qualitative information based on the criteria contained herein. The

proposer understands that this RFQ does not constitute an agreement or contract with the proposer. An official contract or agreement is not binding until all related documents are reviewed and accepted by appointed College staff, approved by the appropriate level of authority within SFSC and executed by the parties.

The written responses are considered phase one of the screening selection process with oral presentations considered phase two of the screening selection process. Phase one and phase two are evaluated separately and, at no point, are combined to represent an overall score. SFSC reserves the right to select a proposal(s) which, in the opinion and discretion of SFSC, will be in the best interest of SFSC and/or the most advantageous to SFSC. Following approval of the intended award(s) by the District Board of Trustees, the agreement (Attachment A) will be executed between the College and Foundation along with selected vendor(s). SFSC reserves the right to require additional, more detailed contractual arrangements on projects which, in the sole judgment of SFSC, are large in scale or present unique circumstances requiring special contractual provisions. In such circumstances, the selected vendor for such projects will be required to execute an additional or superseding contract as condition for selection for such projects.

It is anticipated that the contract period shall be for the period 4/1/2024-3/31/2027 with an option to extend three (3) additional one (1) year periods ending 3/31/2030. Awarded vendor(s) shall, as a condition of the contract, maintain SFSC prequalification status throughout the contract period.

H. Proposal Preparation Costs

Neither SFSC nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their submittals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

I. Accuracy of Proposal Information

Any proposer which submits in its proposal to SFSC any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

J. News Releases

The proposer shall obtain the prior approval of SFSC for any news releases or other publicity pertaining to this RFQ or other service, study or project to which it relates.

K. Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000.00) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFQ response forms, proposer attests that they have not been placed on the "Convicted Vendor List". Any person submitting proposals in response to this RFQ must execute and submit Form PUR7068, SWORN STATEMENT UNDER SECTION 287.133(3) (A), Florida Statutes. The form can be found at the following website: <https://www.southflorida.edu/community/doing-business-with-sfsc>.

L. Public Records

Upon award recommendation or until thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorneys’ fees, associated with defending such asserted exemptions from disclosure.

Vendor shall keep and maintain all records for at least five (5) years following the termination of the resulting contract. If there is an audit finding and the audit finding has not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit finding.

The vendor agrees to comply with Florida Public Record Law and specifically to comply with the requirements of Section 119.0701(2), Florida Statutes. The resulting agreement may be unilaterally terminated by SFSC in the event the vendor fails to permit public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by vendor in conjunction with the resulting agreement after being given 10 days’ written notice of noncompliance.

A resulting contract shall contain the following language:

- 1) Vendor, while acting on behalf of SFSC, shall keep and maintain public records required by SFSC to perform the service
- 2) Upon request from SFSC’s custodian of public records, vendor shall provide SFSC with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in under Chapter 119, Florida Statutes or as otherwise provided by law
- 3) In the event of a public records request pertaining to records in vendor’s possession or control:
 - a) The vendor shall promptly provide SFSC copies of all records created or maintained in the course of performance under this contract or all such records to be inspected and copied within a reasonable amount of time
 - b) If the vendor fails to supply such records or make the records available within a reasonable amount of time, then SFSC may apply to a state court of competent jurisdiction for an order compelling the production of such records. In the event SFSC seeks mandatory injunctive relief, vendor waives the requirement that SFSC must first prove: (a) its lack of an adequate remedy at law (b) the irreparable harm absent entry of the injunction, or (c) that injunctive relief will serve the public interest
- 4) Upon the completion of the contract, the vendor shall:
 - a) Transfer, at no cost, to SFSC all public records in possession of the vendor and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; or,
 - b) Keep and maintain public records required by SFSC to perform the service and shall meet all applicable requirements for retaining public records
- 5) All records stored electronically must be provided to SFSC, upon request from SFSC’s custodian of public records, in a format that is compatible with the information technology systems of SFSC
- 6) Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to SFSC

7) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (863)453-6661, publicrecords@southflorida.edu, SOUTH FLORIDA STATE COLLEGE, 600 West College Drive, Avon Park, FL 33825

M. Acceptance/Rejection

SFSC reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. SFSC reserves the right to make the award to that proposer who, in the opinion of SFSC, will be in the best interest of and/or the most advantageous to SFSC. SFSC reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in SFSC's opinion, is not in a position to perform properly under this award. SFSC reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

N. Conflict of Interest

All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of South Florida State College. Further, all respondents must disclose the name of any college employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches. Should the awarded proposer permanently or temporarily hire any college employee who is, or has been, directly involved with the proposer prior to or during performance of the resulting agreement, the agreement shall be subject to immediate termination by SFSC. The Conflict of Interest Disclosure Form shall be completed and submitted as part of the proposal response. The Conflict of Interest Disclosure Form can be found at the following website address: <https://www.southflorida.edu/community/doing-business-with-sfsc>.

O. Relationship of Parties

The vendor is an independent contractor and will furnish services upon its own credit rather than as an employee, agent or representative of SFSC. The conduct and control of the services performed pursuant to the agreement shall be solely with the vendor; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by SFSC to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from SFSC to vendor or the employees, agents or public servants of the vendor. Vendor will be solely and entirely responsible for vendor's acts and for the acts of vendor's agents, employees and public servants during the performance of the agreement.

P. Personnel

Vendor, for the life of contract and any subsequent renewals, shall comply with any South Florida State College operating procedure requiring college operators, vendors, contractors and associates on any South Florida State College campus to submit to a fingerprint-based state and federal criminal history check as set forth under Florida Statute 1012.467 or any other fingerprint identification check as deemed necessary and requested by South Florida State College. Vendor shall, when so requested by South Florida State College, pursuant to a Florida Statute 1012.467 request, comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any vendor employees or agents working under the contract. Fingerprints shall be taken by an authorized law enforcement agency or other entity as permitted under Florida Statute 1012.467. To the extent South Florida State College requests fingerprint identification for a background or criminal check for purposes other than compliance with Florida Statute

1012.467, vendor shall comply with such other request by submitting the requested documentation to SFSC Campus Security Office within twenty-four hours of this request. Failure to comply with either a fingerprint-based state and federal criminal history request based on Florida Statute 1012.467 or other fingerprint-based background or criminal history request within twenty-four hours may result in actions being taken against vendor such as requiring that the noncompliant employee not work on the campus, up to and including, the cancellation of contract for non-compliance. Vendor shall be responsible for all costs associated with either a request for a fingerprint-based state and federal criminal history checks under Florida Statute 1012.467 or other request for fingerprint-based background or criminal check.

Q. Familiarity with Laws

All proposers are required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFQ. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), OSHA regulations, and all Civil Rights legislation.

R. Equal Opportunity Statement

SFSC, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender identity, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran status. Questions pertaining to educational equity, equal access or equal opportunity should be addressed to SFSC's Title IX Coordinator: Christianna Bobo; Bldg. B, Room 167; 600 West College Drive, Avon Park, FL 33825; (863) 784-7039; Christianna.Bobo@southflorida.edu. SFSC online anonymous reporting <https://www.southflorida.edu/community/title-ix-sexual-harassment/report-an-incident>. Inquiries/complaints can be filed with the Title IX Coordinator online, in person, via mail, via email, or with the US Department of Education, Office of Civil Rights, Atlanta Office: 61 Forsyth St. SW Suite 19T70, Atlanta, GA 30303-8927. More information can be found at <https://www.southflorida.edu/community/title-ix-sexual-harassment>. The vendor shall have similar policies for employees assigned to the College.

S. Drug/Alcohol Free Workplace

South Florida State College believes in a drug free workplace and is committed through in-house policies to this objective. The Vendor shall have similar policies for employees assigned to SFSC. The Vendor shall complete and submit the "Drug Free Workplace Form". The form can be found at the following website: <https://www.southflorida.edu/community/doing-business-with-sfsc>.

T. Tobacco Free Organization

SFSC is dedicated to providing a safe and healthy environment for students, faculty, staff and visitors to SFSC, which includes eliminating tobacco use as part of the commitment to promoting healthy practices and choices for individuals. Tobacco use is prohibited on all property and in all facilities owned, leased or operated by South Florida State College, including all vehicles owned or rented by SFSC. There are no designated smoking areas on such College property. Tobacco use includes all types of tobacco and tobacco-like products including smoke-less tobacco and any other smoking or smoking simulation products including electronic cigarettes.

U. Owner Direct Purchase/Certificate of Entitlement

SFSC is a sales tax-exempt entity. Materials, equipment and supplies purchased for construction of, or renovation of, college facilities are eligible for exemption from state sales tax. Therefore, SFSC reserves the right to purchase materials, equipment and supplies directly from vendors as part of an Owner Direct Purchase program thus reducing the project costs by the amount that would have been paid for sales tax. Effective January 2, 2011, Section 212.08(6), Florida Statutes, requires governmental agencies to issue a Certificate of Entitlement to each vendor and each contractor in order to purchase materials, equipment and supplies via owner direct purchase.

V. E-Verify

Vendor, for the life of contract and any subsequent renewals, shall cooperate and comply with all legal requirements requiring college operators, vendors, contractors and associates on any South Florida State College campus to submit to a verification of employment eligibility through the U.S. Department of Homeland Security's E-Verify system as set forth under Florida Statute 448.095, Employment Eligibility. The verification of employment eligibility will include all persons employed during the agreement term by the vendor to perform duties within Florida and all persons (including subcontractors) assigned by the vendor to perform work pursuant to the agreement with SFSC. The Vendor shall complete and submit the "Employment Eligibility Verification Form". The form can be found at the following website: <https://www.southflorida.edu/community/doing-business-with-sfsc>.

W. Taxes/Licenses/Permits

Vendor shall pay all applicable taxes and purchase any licenses that may be required in the performance of any resulting agreement. In addition, the vendor shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.

X. Patents and Copyrights

Vendor agrees to indemnify and save harmless SFSC, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFQ, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

Y. College Liability

SFSC will be liable only for property damage and/or bodily injury pursuant to resulting agreement(s) and which occur as a direct result of negligence of SFSC, its agents or employees. SFSC is insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with Florida Statute 768.28.

Z. Vendor Liability

The vendor shall purchase and maintain, during the term of agreement, insurance policies described herein issued by companies licensed in Florida possessing a minimum A.M. Best Company rating of no less than A-VI. Certificates of Insurance (Form ACORD 25; 2010/05) and occupational/professional licenses carried by the vendor shall be furnished to SFSC prior to commencement of work and annually thereafter as applicable. The vendor must be licensed or approved to do business within the State of Florida.

SFSC shall have the right, but not the obligation, to provide Builders Risk Insurance Coverage at its cost.

The awarded vendor(s) agrees that, if requested by SFSC, it will provide SFSC with a quote for Builders Risk Insurance Coverage, and if requested by SFSC, will purchase and maintain Builders Risk Insurance Coverage during the term of an assigned project as applicable. Vendor, if requested by SFSC to provide Builders Risk Insurance Coverage, shall prior to notice to proceed or commencement of work, whichever occurs first, maintain Builders Risk Insurance providing coverage in an amount equal to the completed value of the project. If requested by SFSC to provide Builders Risk Insurance Coverage, such coverage shall be written on an all risk, replacement cost basis with no coinsurance penalty provisions, and coverage is to include off-site storage, transit and installation risk. Any flat deductible shall not exceed \$25,000, any wind/named storm percentage deductibles shall not exceed five percent (5%) of the values at the time of the loss, and any flood sublimit shall not be less than twenty-five percent (25%) of the projected completed value of the project. The policy is to be endorsed to name the Insured as Vendor and College as additional insured and to cover the interests of all parties, including vendor and all contractors and subcontractors. The coverage is to be endorsed to cover testing and to grant permission to occupy the facility under construction/renovation during such activity.

With the exception of Professional Liability (if applicable), Pollution Liability (if applicable) and Workers' Compensation, all policies must name the District Board of Trustees of South Florida State College, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 2010, 2004 Edition or equivalent).

The Certificate Holder and Additional Insured shall be known and identified on the ACORD Certificates as follows:

The District Board of Trustees of South Florida State College, Florida
600 West College Drive
Avon Park, Florida 33825

Should any of the policies required herein be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of the Certificate Holder to demand a Certificate or other evidence of full compliance with insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured's obligation to maintain such insurance.

Failure to maintain the required insurance may result in termination of the agreement at the Certificate Holder's option.

By requiring this insurance, SFSC does not represent that coverage and limits will necessarily be adequate to protect the Insured and such coverage and limits shall not be deemed as a limitation of Insured's liability under the terms of the agreement. Vendor shall insure that all subcontractors comply with the same insurance requirements that the vendor is required to meet.

Minimum Insurance Coverage and Requirements:

Prior to the commencement of work, the vendor must obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the project. By requiring such minimum insurance, South Florida State College shall not be deemed or construed to have assessed the risk that may be applicable to the vendor. The vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The vendor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. Unless otherwise approved by SFSC, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability (if applicable) and Pollution Liability (if applicable).

I. Coverage:

1. Commercial General Liability – ISO CG 001 Form or equivalent; coverage to include:
 - Premises and Operations
 - Personal/Advertising Injury
 - Products/Completed Operations
 - Broad Form Property Damage
 - Independent Contractors
2. Automobile Liability including all:
 - Any Auto (owned, non-owned, hired)
 - Personal Injury Protection (when applicable)
3. Workers’ Compensation
 - Statutory Limits as per Florida Statute 440 including Employer’s Liability
4. Excess/Umbrella Liability (as needed)
 - Excess of Commercial General Liability, Automobile Liability and Employer’s Liability;
 - Coverage should be as broad as primary

II. Limits:

1. Required Limits:

The following minimum limits of liability are required; however, the limits are subject to change based on the type and extent of project. The requirement for Professional Liability and Pollution Liability will be as applicable.

Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory
Workers’ Compensation	
Coverage A (Workers’ Compensation)	Statutory
Coverage B (Employer’s Liability)	\$1,000,000
Umbrella Liability	
Each Occurrence Limit (\$1-\$5M)	\$1,000,000
Professional Liability (as applicable)	
Each Claim (\$1-\$3M)	\$1,000,000
Annual Policy Aggregate (\$2-\$5M)	\$2,000,000
Pollution Liability (as applicable)	
Per Claim	\$1,000,000
Annual Policy Aggregate	\$1,000,000

2. Additional Requirements:

- a) Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, South Florida State College
- b) Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from South Florida State College

- c) Include a Separation of Insured Clause (Cross Liability) for all liability policies
- d) SFSC prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration
- e) Provide uninterrupted Professional Liability (if applicable) for three (3) years after substantial completion of any project

III. Surety Bonds: Vendor shall provide the following Surety Bonds on projects > \$200,000:

- 1. Performance Bond
- 2. Payment Bond

AA. Audit

All of the vendor's correspondence, records, vouchers and books of account, insofar as work done or money expended under the contract is concerned, will be subject to inspection by SFSC internal auditing and/or legislative auditors. The audit inspection may occur at any time during the term of the contract and for a period of five (5) years after the completion of the contract. All records shall be retained in accordance with Section Two (2), Letter L of this RFQ.

BB. Protest

Any Notice of Protest involving the specifications/terms/conditions or any other aspect of the Request for Qualifications must be filed in writing within seventy-two (72) hours after the posting of the solicitation. Formal written protest must be filed within ten (10) days after the date of the Notice of Protest is filed; noting references to the specific statutes the protest is based upon. Failure to file a Notice of Protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

Following phase one and phase two of the Screening Selection Process and prior to the intended award being presented to the South Florida State College District Board of Trustees, it is the sole responsibility of all prospective proposers to visit the website <https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids> to view the intended award public posting on the date specified in Section Three, Letter B of this solicitation. Failure to file a written protest to the Purchasing Coordinator within the time prescribed (72 hours) in section 120.57(3) (b), Florida Statutes, shall constitute a waiver of protest proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the approved recommendation for award.

CC. Disputes

In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder, the decision of SFSC shall be final and binding on both parties.

DD. Miscellaneous

The vendor shall not use the name of SFSC, or any of SFSC's symbols or marks, in any way unless approved in writing by SFSC. The vendor shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of SFSC. The agreement shall be governed by the laws of the State of Florida. SFSC has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Florida Statutes Section 1010.04.

EE. Indemnification

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless SFSC, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of SFSC.

Provided, however, if the agreement between SFSC and the proposer is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the proposer to defend, indemnify or hold harmless SFSC, shall be limited to an obligation to indemnify or hold harmless SFSC, its officers and employees from liability damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the vendor and persons employed or utilized by the vendor in the performance of the agreement.

FF. Proprietary Material

All rights to proprietary material must be transferable to SFSC in the event the vendor goes out of business.

GG. Ownership of Work Products

SFSC will be considered the Owner of all work products produced under the contract that results from this RFQ.

HH. Oral Presentation

After submittals have been opened, a limited number of firms submitting qualifications in response to the RFQ may be required, at the request of SFSC, to make an oral presentation and/or provide written clarifications. Such presentations and/or clarifications will provide an opportunity for the firm to clarify the qualification. Firms will not be allowed to change their qualifications. The Purchasing Office will initiate and schedule a time and location for any presentations which may be required.

II. Errors and Omissions

The proposer is expected to comply with the true intent of this RFQ, taken as a whole, and shall not avail itself of any errors or omissions to the detriment of the service. If proposer suspects any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify SFSC, in writing, and SFSC shall issue and post a written addendum. The proposer is responsible for the contents of its qualification and for satisfying the requirements set forth in the RFQ.

JJ. Firm's Responsibility

It is understood, and the proposer hereby agrees, that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFQ.

KK. Qualification Rejection

SFSC shall have the right to reject any or all qualifications and in particular to reject a qualification not accompanied by data required by the RFQ or a qualification in any way incomplete or irregular. Conditional qualifications will not be accepted.

LL. Performance Inquiry

As part of the evaluation, SFSC may make inquiries to determine the ability of the proposer to perform the work. SFSC reserves the right to reject any qualification if the proposer fails to satisfy SFSC with proper qualifications to carry out the obligations of any resulting agreement.

MM. Severability

If any provisions of the agreement resulting from this RFQ is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of any resulting agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

NN. Prohibition Against Assignment

Neither SFSC nor the vendor shall assign, sublet, convey or transfer its interest in a resulting contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of SFSC which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than SFSC and the vendor.

OO. Availability of Funds

The obligations of South Florida State College 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, South Florida State College, Florida.

SECTION THREE

SUBMITTAL INSTRUCTIONS, DATES AND SELECTION PROCESS

A. Instructions for Submittal of Responses

If there are any questions concerning the RFQ, direct in writing, to the Purchasing Coordinator, Deb J. Olson, of South Florida State College VIA email mailto:olsond@southflorida.edu. Neither questions nor answers will be provided verbally. The last day for questions is **1/5/2024** prior to 4:30pm EST.

The response shall be submitted in a sealed envelope/box with "RFQ #23-02 CM Services Continuing Basis" clearly indicated on the outside of the envelope/box.

Submit to: **South Florida State College**
ATTN: Deb J. Olson
Business/Purchasing Office, Bldg. C-1
600 West College Drive
Avon Park, FL 33825
(Phone) 863-784-7275

One (1) original and four (4) copies of the response must be furnished on or before the stipulated deadline. **Include one (1) electronic copy on either a flash drive or CD/DVD.** It is the responsibility of the proposer to guarantee the electronic copy is 100% identical to the one (1) 'original' submitted proposal. In the event of a discrepancy, the one (1) original proposal will prevail. The electronic copy should be in PDF format. **Response must arrive at the address listed above PRIOR TO 2:00 P.M. Eastern Standard Time on Friday, January 19, 2024 to be considered. Responses received after 2:00 P.M. EST on 1/19/24 will NOT be considered.** In addition, responses received via Facsimile or Email will NOT be considered. If not responding to the RFQ, please submit a "No Response" in the form of a letter to the Purchasing Coordinator.

Proposers that do not comply with SFSC's procedures or deadlines established will not be considered. All submittal information received will be retained by SFSC. Proposals received after the stipulated date and time will not be accepted and will be returned unopened to the proposer. Proposals that do not comply with the instructions set forth, and/or do not include the qualifying information required, may be considered incomplete and may be rejected.

Proposers are cautioned that they are responsible for delivery to the specific location cited in the RFQ. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the specific address and office location. This office will not be responsible for deliveries made to any place other than the specified address and office location.

SFSC shall in no way be responsible for delays caused by any occurrence. The time/date stamp clock located in Bldg. C-1, Purchasing Office at 600 West College Drive, Avon Park, Florida 33825 shall serve as the official authority to determine receipt of any proposal. The RFQ submittal time/date must be, and shall be, scrupulously observed. Proposals received after the specified time and date shall be considered nonresponsive and therefore not eligible for consideration.

Proposals will be evaluated by an evaluation team in accordance with procedures of Chapter 287.055, Florida Statutes. evaluation of the written responses in phase one of the screening selection process, proposers will be ranked and a minimum of three proposers will be required to discuss their responses and participate in an interview/presentation to the evaluation team during phase two of the screening selection process.

All information submitted by proposers is subject to the Laws of Perjury as set forth in Chapter 837, Florida Statutes. In the event a proposer is found to have committed perjury, such proposer shall be ineligible for consideration for future projects.

B. Request for Qualifications Pertinent Dates

Publish RFQ to SFSC's Calendar Year 2023 Prequalified Construction General Contractors:	Friday, December 1, 2023
Last Day for Questions:	Prior to 4:30 P.M. Eastern Standard Time Friday, January 5, 2024 *Note: College will be closed for Holiday December 18 th thru January 2 nd .
RFQ Submittal:	Friday, January 19, 2024 Prior to 2:00 P.M. Eastern Standard Time South Florida State College ATTN: Deb J. Olson Purchasing Office, Bldg. C-1, 600 West College Drive Avon Park, Florida 33825
Phase I Short List Public Evaluation Team Meeting:	Wednesday, February 7, 2024 10:00 A.M. Eastern Standard Time via Zoom Contact Deb J. Olson, Purchasing Coordinator via email olsond@southflorida.edu PRIOR to 2/7/24 for the virtual meeting website link
Phase II Oral Presentation/Interview:	Wednesday, February 21, 2024 Time to be determined via Zoom
Phase II Public Evaluation Team Meeting:	Immediately following the last Oral Presentation Scheduled for Wednesday, February 21, 2024 via Zoom Contact Deb J. Olson, Purchasing Coordinator via email olsond@southflorida.edu PRIOR to 2/21/24 for the virtual meeting website link
Recommendation for intended award posted	https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids on or about February 23, 2024.
District Board of Trustees Meeting:	March 20, 2024

C. Screening Selection Process/Evaluation Criteria

SCREENING SELECTION PROCESS/EVALUATION CRITERIA PHASE ONE (1):

In order to facilitate review by the evaluation team, Proposers are requested to respond and index their written responses with the same tab notations as contained herein (Phase I Evaluation Criteria). Written responses must be typed and shall not exceed seventy-five (75) pages, including charts and pictures. Responses should be prepared simply and economically providing a thorough, clear and concise delineation of all information submitted. Color displays and promotional materials are neither required nor desired. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes or corrections will be allowed after responses are opened.

SFSC will organize an evaluation team who will review independently the first seventy-five (75) pages submitted of responsive proposals as part of Phase one of the screening selection process. The evaluation team will meet in a phase one public evaluation meeting(s) (see schedule in Section Three, Letter B of this solicitation) and individually assign phase one written evaluation points for each criterion as defined herein.

In phase one of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each proposer's written response. All of the evaluation team members' individual maximum points per proposal will be totaled and an average score will be calculated. Based on the average calculated score, the proposers will be ranked highest to lowest with 100 average score being the highest. A minimum of three (3) of the top ranked proposers will be short listed and asked to return for phase two of the screening selection process.

The following Tab One (1) to Tab Three (3) represents the Evaluation Criteria utilized in Phase One (1):

TAB ONE: Introduction/Staffing/Workload/Forms (0-30 Points)

- A. Provide the following general information as it relates to the proposer:
 - 1. Firm name
 - 2. Identify firm's single point of contact for purposes of this RFQ#23-02; include name, title, email address, telephone number
 - 3. Are there any mergers and/or acquisitions pending?
 - 4. Provide a statement of interest to include the benefits that SFSC will realize if proposer is selected, including firm's specific expertise and unique qualifications, capabilities, specialized experience, best practices or other factors that distinguish the proposer from other firms

- B. Provide proposed staffing:
 - 1. Include information on how staffing differs for a project budget of \$1,000 vs. \$3.2 million
 - 2. Include an organizational chart
 - 3. Provide a brief resume (no more than 1 page each) of key individuals to be involved to include, but not limited to, Project Executive, Project Manager, Project Superintendent and Estimator(s) and include:
 - a) Description of role and key responsibilities/level of involvement
 - b) Years of experience in role with current firm and in a similar role with other firms
 - c) Education, certifications, licenses and/or special training
 - d) Office location

NOTE: It is preferred that key personnel be present and participate in the phase two presentation (interview) of the screening selection process if selected for participation.

- C. Describe current workload commitments of proposer/proposed staff and ability to staff SFSC continuing service projects large and small
- D. Respondent must execute and submit the following forms: All can be found at <https://www.southflorida.edu/community/doing-business-with-sfsc>.
 - 1. Employment Eligibility Verification Form
 - 2. Conflict of Interest Disclosure Form
 - 3. Drug Free Workplace Form
 - 4. IRS Form W-9
 - 5. PUR 7068 Form
 - 6. Vendor Business Profile
- E. The Respondent must submit “ATTACHMENT B Addenda Acknowledgment” and include as part of Tab One (1) herein, if applicable.

TAB TWO: References/Experience (0- 25 Points)

- A. Provide at least 3, no more than 5, examples of continuing service contracts similar in nature to those described herein; Provide the following information:
 - a) Project owner name (include contact name/email address) and location(s) of work
 - b) Term of contract(s) to provide services on a continuing basis
 - c) Demonstrate history of meeting project schedules
 - d) Demonstrate history of accomplishing services within established budget, include planned vs. actual
 - e) Detail cost savings or cost increases

- OR -
- B. If there are no examples of continuing service contracts, provide at least 3, no more than 5, previously completed projects as examples (i.e. projects utilizing the CM At-Risk construction delivery method and had a construction budget of less than \$4 million dollars). Provide the following information:
 - a) Project Owner name (include contact name/email address)
 - b) Scope, size, cost of project and include one project photograph; list project team member names (i.e. proposers team members, A/E firm, subs)
 - c) Demonstrate history of meeting project schedule
 - d) Demonstrate history of completing project within established budget, include planned vs. actual
 - e) Detail cost savings or cost increases

PLEASE NOTE: DO NOT include SFSC projects as experience examples and **DO NOT include** SFSC former or current employees or SFSC DBOT former or current Board Members as references.

TAB THREE: Methodology (0-45 Points)

Describe methodologies employed that document the capabilities of respondent to provide construction management at-risk services for continuing service projects. Include methodologies employed for projects ranging in construction cost from \$1,000 to less than \$4 Million and how methodologies are adjusted due to project type/cost.

Include discussion on how proposer selects subcontractors and how proposer will ensure competitive pricing while obtaining on-time, quality performance by its subcontractors. In addition, does proposer have a program developed to encourage participation by certified business minority enterprises. Describe program.

Include methods employed by proposer to minimize costs, streamline projects/work tasks, reduce fees/costs, etc. In other words, describe examples where proposer's efforts added value and generated project savings for customers especially for public sector customers.

Describe the extent of self-performed work.

Include proposer's experience and resources for disaster recovery, man-made or natural.

Include proposer's experience and ability with minor projects on a continuing basis in responding within a limited time frame and in a customer service manner to meet project needs.

SCREENING SELECTION PROCESS/EVALUATION CRITERIA PHASE TWO (2):

An oral presentation (interview) will be conducted with the highest ranked short-listed firms as a result of phase one of the screening selection process. The Purchasing Coordinator will notify the short-listed firms of the date and time allotted for their presentation (interview) as well as the evaluation criteria to be used in the evaluation of the presentations. The evaluation team will meet in a phase two public evaluation meeting immediately following the last scheduled presentation and evaluate the presentations based on the evaluation criteria for phase two of the screening selection process. Evaluation team members will individually assign phase two written evaluation points for each criterion. Phase one and phase two are evaluated separately and, at no point, are combined to represent an overall score.

In phase two of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each proposer's presentation (interview). All of the evaluation team members' individual maximum points per proposer will be totaled and an average score will be calculated. Based on the average calculated score, the proposers will be ranked highest to lowest with 100 average score being the highest. The ranking will be presented to Administration.

SFSC reserves the right to select proposals which, in the opinion and discretion of SFSC, will be in the best interest of SFSC and/or the most advantageous to SFSC. Following approval of the intended award(s) by the District Board of Trustees, negotiations will commence with the top ranked proposer for professional services at compensation which SFSC determines is fair, competitive and reasonable. Should SFSC be unable to negotiate a satisfactory contract with the top ranked proposer, negotiations must be formally terminated and SFSC can undertake negotiations with the second ranked firm, and so on, until a satisfactory contract is negotiated that is fair, competitive and reasonable as per Florida Statute 287.055.

The following Tab One (1) to Tab Three (3) represent the Evaluation Criteria utilized in Phase Two (2):

TAB ONE: Introduction/Experience/Workload of Proposed Team (0-30 Points)

Briefly provide an understanding of the project as well as the staffing, qualifications and experience of the proposed team for SFSC continuing service projects. Include discussion on current and future workload to include both onetime projects and continuing contract work for the proposer as a whole as well as the individual team members designated for SFSC projects. Include willingness and readiness to provide CM services on a continuing basis for projects with a construction budget ranging from as little as \$1,000 to less than \$4 Million. What challenges may the proposer face in regards to staffing or workload capacity if selected as a continuing service contractor considering work is in a 3-county district serviced by SFSC?

TAB TWO: Quality/Cost Controls (0-35 Points)

Provide examples of projects that are similar to nature to this RFQ#23-02 and highlight innovative and/or routine methods employed to meet challenging deadlines, conform to budget restrictions, realize cost savings, etc. while maintaining quality control, communication of all interested parties and ensuring safety programs are adhered to.

Discuss any methods proposer can employ to help minimize costs, streamline projects/work tasks, reduce fees/costs and minimize change orders (i.e., self-performance, subcontractor competitive pricing, direct purchases, other).

TAB THREE: Methodology (0-35 Points)

Provide a brief overview of methodologies employed for projects ranging in construction cost from \$1,000 to less than \$4 million dollars concentrating on how methodologies would be adjusted due to project type/cost. Describe challenges proposer may encounter when methodologies are constantly adjusted.

Include discussion on how proposer prequalifies subcontractors, the bidding and selection process of subcontractors for jobs to include the management of subcontractors during construction and the close-out process. Describe how proposer ensures subcontractors have the appropriate licenses and insurance for each job.

INTENDED AWARD POSTING

Following phase one and phase two of the Screening Selection Process, it is the sole responsibility of all proposers to visit the website to view the intended award public posting on the date specified in Section Three, Letter B of this solicitation.

<END OF RFQ 23-02>