



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ #25-01

**Construction Management at Risk
Continuing Services Contract**

Polk State College
Procurement Services Department
999 Avenue H N.E.
Winter Haven, Florida 33881-4299

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SECTION ONE

SOLICITATION DESCRIPTION

Solicitation Number: RFQ #25-01

Solicitation Title: Construction Management at Risk Continuing Services Contract

Issue Date: March 25, 2025

The purpose of this Request for Qualifications (RFQ) is to select qualified firms to provide high-quality Construction Management (CM) services for minor projects across all Polk State College locations. The College intends to award master agreement contracts to three to five firms. Contract terms will be three years, with the option to renew them for up to two additional one-year terms. Services will be requested on an as-needed basis by the College's Director of Facilities and coordinated by the College's Project Manager.

Generally, the services will include, but are not limited to:

1. Projects that may involve study planning activities, cost estimates, or a combination of minor construction, renovation, and remodeling tasks.
2. Renovation, remodeling, and/or retrofitting of building systems in existing facilities.
3. Providing disaster recovery services as directed by the College's Director of Facilities.
4. Ensuring that the construction budget for continuing services contracts does not exceed \$7.5 million per minor project.
5. Understanding that a continuing services contract does not guarantee the award of a specific project nor exclusivity to perform services for any specific project.

SUBMITTAL INSTRUCTIONS

All responses and questions must be submitted electronically via BidNet Direct at the following link:

<https://www.bidnetdirect.com/florida/polkstatecollege>

Hardcopy, Fax, or Email bid responses will not be accepted.

All questions and answers regarding this RFQ during the submittal preparation period will be made available to all respondents as an addendum via BidNet Direct. If any revisions, clarifications, or supplemental instructions are needed, the College will issue a written addendum. All respondents must check BidNet Direct at the link provided above at least seven calendar days prior to the submittal due date to verify whether any addenda have been issued. Submitting firms must sign, date, and return the acknowledgment page of the latest/final addendum with their response. Previous addenda will be deemed received.

POINT OF CONTACT

The point of contacts below are not to be called, emailed to, or contacted in anyway during the RFQ submittal preparation period, unless the contact is to report possible RFQ documentation errors or technical difficulties with BidNet Direct.

Procurement Services Official Point of Contact

- **Name:** Martin Chicas - **Title:** Manager, Procurement Services - **Contact:** 863-298-6838 - purchasinggroup@polk.edu
- **Name:** Angie Armbruster - **Title:** Procurement Services Specialist - **Contact:** 863-669-2918 - purchasinggroup@polk.edu

TENTATIVE PROCUREMENT SCHEDULE FOR RFQ #25-01
Construction Management at Risk Continuing Services Contract

Date	Item, Location, and Time
June 4, 2025	Request For Qualification (RFQ) released/advertising date
June 11, 2025	Pre-submittal conference Location: Room WLR 106 – Time: 10:00 AM to 11:00 AM.
June 18, 2025	Deadline to submit questions on purchasinggroup@polk.edu
June 25, 2025	Answers to questions and final addendum posted on https://www.bidnetdirect.com/florida/polkstatecollege
July 1, 2025	Due date for submittals to be uploaded on https://www.bidnetdirect.com/florida/polkstatecollege , and compliance review (list of submittals will be posted on BidNet)
July 15, 2025	Evaluation Committee shortlisting meeting and score posting Location: Room WAD 236 – Time: 9:00 AM to 4:00 PM
July 29, 2025	Oral presentations, award determination, and ranking recommendation Location: Room WAD 236 – Time: 9:00 AM to 4:00 PM
August 4, 2025	Intent to award
August 25, 2025	College Board of Trustees approval

The above tentative schedule is subject to change. Schedule changes, if required, will be posted to
<https://www.bidnetdirect.com/florida/polkstatecollege>

SECTION TWO

SCOPE OF WORK

1 General Professional Services that May Be Requested

- a. Perform all trades necessary to complete work as detailed in the construction documents, specifications and/or as directed by the Project Manager.
- b. Ensure all work complies with current codes and OSHA requirements. The CM will ensure the safety and security of the construction site, staging areas, and roadways at no additional cost to the College.
- c. Provide picture identification to staff and subcontractor personnel.
- d. Coordinate the construction team as assigned.
- e. Actively participate in the College's Direct Material Purchase Program.
- f. Provide site supervision at all times during the performance of services.
- g. Prepare studies, planning documents, and cost estimates as directed by the Project Manager.
- h. Coordinate trade services required for recovery from natural or manmade disasters.
- i. Attend meetings with Project Manager.
- j. Provide recommendations regarding construction feasibility, labor availability, material usage, time requirements and projected completion dates based on project plans, specifications, verbal instructions, or a combination thereof.
- k. Prepare cost estimates for alternative designs and material proposals to improve the project budget and its management.
- l. Update cost estimates as needed for approval.
- m. Prepare and coordinate the construction schedule for the construction team.
- n. Update schedules, activity sequences, and milestone dates as needed.
- o. Prepare a long lead-time items list, provide samples and submittals, and recommend approvals to Project Manager.
- p. Prepare Guaranteed Maximum Price (GMP) that include all construction, material, labor, self-performed work, and management costs detailing each area of the proposal.
- q. Provide value engineering services and make recommendations to ensure compliance with the GMP.

2 Construction Phase – Where Applicable

- a. Lead the construction and/or disaster recovery team.
- b. Coordinate construction meetings, prepare meeting minutes, and track attendance, as directed by the Project Manager.
- c. Prepare bid specifications and packages per Florida College System and the College's bid procedures, Solicit bids for all construction work, subcontractors, and material suppliers, including owner-furnished materials unless directed otherwise. Self-performed work requires multiple bids and justification if a lower bid is received.
- d. Plan and recommend timing for the release of drawings and specifications to allow for phased construction.
- e. Make recommendations and take appropriate actions to maintain the project budget.
- f. Contract and coordinate with subcontractors to complete the project as scheduled by the Project Manager.
- g. Ensure all work is installed in a workmanlike manner.
- h. Deliver materials to the job site in a timely manner and ensure their safekeeping, in accordance with contract terms, project scheduling, and the Direct Material Purchase Program.
- i. Provide required monthly reports to the Architect and the Project Manager, including daily logs, weather conditions, subcontractor progress, work related issues, look-ahead schedules, and photographs.
- j. Develop and implement cost controls and provide financial accounting services for project documentation.
- k. Prepare all necessary forms and documents required by agencies to ensure the orderly flow of work.
- l. Update and maintain the project checklist.
- m. Compile and maintain the project manual and associated checklists, which may include the subcontractors tabulations, alternative measures, certificates and waivers of lien, and other items, as directed by the Project Manager.

3 Close-out Phase - Where Applicable

- a. Assemble and deliver sufficient hardcopies and electronic copies (on flash drives) of closeout documents, operational manuals, and repair and parts manuals, as directed by the Project Manager.
- b. Coordinate the completion of as-built documents with the Project Manager.
- c. Coordinate the completion of punch list items with the Project Manager.
- d. Warrant all workmanship and material for one year from the date of substantial completion, regardless of equipment start-up or commissioning dates.

- e. Coordinate with the College's Director of Facilities to provide all requested and required equipment documentation.
- f. Ensure the coordination and implementation of equipment training for the College's Facilities staff.
- g. Provide flash drives containing all project photos and video recordings of any training provided to Facilities staff.

INSURANCE REQUIREMENTS

Please do not include a Certificate of Insurance with your submittal. Only the firm awarded the contract will be required to provide a Certificate of Insurance at the time of contract execution.

Throughout the performance period of the services, the contractor must maintain the following insurance coverage:

1. Commercial General Liability Insurance

- Each Occurrence: \$1,000,000
- Personal/Advertising Injury: \$1,000,000
- Products/Completed Operations Aggregate: \$2,000,000
- General Aggregate: \$2,000,000
- Fire Damage: \$100,000 (any one fire)
- Medical Expense: \$5,000–\$10,000 (any one person)

2. Comprehensive Automobile Liability Insurance

- Bodily Injury/Property Damage: \$1,000,000 (each accident)
- Personal Injury Protection: Statutory

3. Workers Compensation Insurance

- Five Hundred Thousand \$500,000 (each accident)
- Five Hundred Thousand \$500,000 (disease, each employee)
- Five Hundred Thousand \$500,000 (disease, policy limit)

4. Professional Liability Insurance \$5,000,000

5. Umbrella/Excess Coverage \$5,000,000

Certificates of Insurance must list the Polk state College District Board of Trustees as an Additional Insured. The policies must include a specific endorsement granting Polk State College the same rights to notification of cancellation or non-renewal as provided to the first named insured. This endorsement must be attached to the Certificate of Insurance.

Additional Insurance Requirements and Conditions:

- Certificates of Insurance must list the Polk State College District Board of Trustees as Additional Insured.
- All policies must be written by insurance companies authorized to do business in the State of Florida.
- Except for Worker's Compensation, policies must be issued by companies authorized by the Florida Department of Insurance and must maintain a minimum rating of "A -" and a Financial Size Category of "VI" or better, as determined by A.M. Best Company.
- Insurance company ratings may be verified by the College at www.ambest.com.
- Worker's Compensation policies may be issued by companies authorized as group self-insurers under F.S. 440.57.
- Certificates of Insurance must include a provision stating that cancellation, non-renewal, or reduction in coverage will not be effective until at least 30 days' written notice has been attempted to be provided to Polk State College.
- All subcontractors and sub-consultants must list both Polk State College and the Contractor as Additional Insured on their General Liability policies.
- All insurance policies must be written on Occurrence basis. Claims-made policies are not acceptable unless they include an extended reporting period of at least five years.
- The contractor must not commence work under this Contract until all insurance required has been obtained and approved by Polk State College.

Misrepresentation

Misrepresentation of any material fact, whether intentional or unintentional, regarding the respondent's insurance coverage, policies, or capabilities will be grounds for rejection of the submittal and may result in the rescission of any resulting contract.

SUBMITTAL FORMAT

Polk State College places strong emphasis on accuracy, completeness, and clarity in all submitted responses. Each respondent is required to organize their submittal using clearly identified sections and tabs. All parts, pages, figures, and tables must be consecutively numbered and properly labeled. Failure to adhere to these instructions may result in rejection of the submittal, at the sole discretion of the College.

The submittal must include the following information:

Tab 01 – Letter of Transmittal

This one-page letter should provide a brief and concise summary the respondent's commitment to perform the required work in a professional and timely manner. It must also include the following certification statement **"All information submitted is certified to be true and accurate."** The letter must be signed by an individual who is legally authorized to make such commitments and enter into a contract on behalf of the respondent. The signer's official title or authority must be clearly indicated.

Tab 02 – Company Information

1. Include a brief introduction of the firm submitting the response, including its history, date incorporated, current personnel, dates personnel joined the firm, office locations, and office opening dates.
2. Complete the Proposer Information form (Appendix A) and submit it in this section.
3. Include the Acknowledgment of Addenda of the last/final addendum issued by the College, if applicable.
4. Submit a completed W-9 form (www.irs.gov/pub/irs-pdf/fw9.pdf).
5. Complete the Non-Collusion Affidavit of Prime Proposer form (Appendix B).
6. Complete the Drug Free Workplace form (Appendix C). In accordance with Florida Statute 287.087, when two or more submittals are determined to be equal, a submittal received from a business that completes the attached form certifying that it is a Drug Free Workplace will be given preference in the award process.
7. Identify any subsidiary or affiliated companies in which the respondent's principals have a financial interest. Include a detailed explanation of the nature of the principals' interest in this company and the nature of the business.

Tab 03 - Minimum Qualifications/Corporate Information/Licenses

1. Complete the Minimum Qualifications form (Appendix D). The firm must meet the following minimum qualifications:
 - a. The submitting firm must currently hold a valid general contractor's license authorizing it to supervise work within the scope of the construction project. The firm may not operate under another company's license.
 - Include a copy of your current valid Florida general contractor's license in this section.
 - b. The submitting firm must possess adequate financial resources and bonding capacity to initiate and complete the project, and to cover potential damages in the event of default. This must be supported by written verification of available bonding capacity of at least \$7.5 million.
 - Provide in this section written verification of your bonding capacity from a licensed surety company that is authorized to do business in Florida and holds a rating of 'A-' (Excellent) or better in the current A.M. Best Guide.
2. Submittals by firms under joint venture or other multi-party agreements must include a valid power of attorney designating one principal entity with full authority to negotiate and execute any and all contract documents and amendments resulting from negotiations and award of this RFQ.

Tab 04 – Work Plan

The scope of work includes services that may be required throughout the contract term. Please address the following:

1. Describe your team's experience with minor projects. Include your ability to respond quickly and deliver customer-focused service.
2. Describe your team's experience in the developing building programs and conducting feasibility studies.
3. Explain how your firm works in occupied buildings. Explain the safety measures and precautions you take.
4. Describe the extent of self-performed work and those trades that are sub-contracted.
5. Describe your firm's experience and the resources you bring to the table for disaster recovery, natural or man-made.

Tab 05 – Availability/Workload and Scheduling

1. Given potential fluctuations in funding, describe the availability of the project manager and superintendent throughout the contract term..
2. Describe the project management, scheduling, and recordkeeping systems your firm uses. Explain how these systems will support this contract.
3. Explain your firm's methods for cost control, cost estimation, and quality control.
4. Describe the systems your firm uses to communicate project progress with owners.
5. Provide examples of past projects that have benefited from the systems described above.

Tab 06 – Qualifications and Experience of Firm

1. **Company Credentials:** Provide a brief statement of qualifications that includes the firm's size/staffing. Detail any information that would give the respondent an advantage in completing minor projects.
2. **Current and Recently Completed Projects:** Provide at least five examples of recent projects similar in type, size, and complexity. Use them to demonstrate your experience with construction techniques, trade standards, quality, scheduling, cost control, project management, and codes compliance.
3. **Photos:** Include photos or drawings for each project. If available, include a before photo, a schematic design, and a final or a current photo from the same viewpoint as the schematic design.
4. **Applicability:** Clearly indicate that the project was awarded to and performed by your firm. Additionally, provide the final cost for each project listed.
5. **Subcontractors:** Include qualifications and relevant information for your major subcontractors. Provide a list of previous projects completed by the subcontractor proposed for this contract.

Tab 07 – Qualification and Experience of the Staff

1. **Organizational Chart:** Provide an organizational chart relevant to this contract, showing key personnel and their roles.
 - a. Indicate each staff member and subcontractor's assignments and responsibilities. Include photos if possible.
 - b. Specify which positions are full-time and part-time.
 - c. Describe how the organizational structure will ensure clear communications, effective information sharing, coordinated activities, and accountability.
2. **List of Project Staff:** Include a synopsis, in table format, of all personnel who will be assigned to the contract. The columns should be titled: Project Position, Employee Name, Current Title, Number of Years with Firm.
3. **Principal's Credentials:** List experience of each principal within the firm who will be assigned to this contract.
 - a. Include current job description, resume, education/college degrees, licenses, and professional certifications.
 - b. Indicate the number of years with the firm and whether all experience was gained while employed by the firm.
4. **Project Manager's Credentials:** List experience of the project manager within the firm who will be assigned to this contract.
 - a. Include current job description, resume, education/college degrees, licenses, and professional certifications.
 - b. Indicate the number of years with the firm and whether all experience was gained while employed by the firm.
5. **Superintendent's Credentials:** List experience of the superintendent within the firm who will be assigned to this contract.
 - c. Include current job description, resume, education/college degrees, licenses, and professional certifications.
 - d. Indicate the number of years with the firm and whether all experience was gained while employed by the firm.
6. **Professional Personnel:** Designate persons that will be assigned to this contract. For each of the professional personnel, provide the following information:
 - a. Name, title, and assignment (position) for this project
 - b. Resume which includes:
 1. Number of years with this firm
 2. Number of years with other firms

3. Experience:
 - a. List of all projects
 - b. List of similar projects
 - c. Size of the projects (dollar value, square footage, and scope)
 - d. Specific project involvement
 4. Education/Degrees earned
 5. Active registration/certification/licenses
 6. Current job description or overview of current position
 7. Other experience and qualifications which are relevant to this contract
7. Support Personnel: Provide details on the qualifications of the individuals who will perform the support (non-clerical) work on the project.
- a. List the experience of each support person in the firm assigned to this contract including current job description, resume, college degrees, and professional certifications.
 - b. Indicate the number of years with the firm and whether all experience was gained while employed by the firm.

Tab 8 - Resolution of Litigation

1. Provide a summary of any litigation, claim, or contract disputes which have been finalized or decided by a court of law, filed by or against the firm within the past five years. Include cases related to contractual services provided in the regular course of business, such as breach of contract, deficient services, economic loss due to late completion, personal injury, death, negligence, etc. Exclude traffic accidents, liens, landlord/tenant lawsuits, premises liability claims (e.g., a slip-and-fall on your premises), or improper termination of employment. The summary must include the basis of the lawsuit, litigation, claim, or contract dispute; a brief description of the case; the outcome; and the monetary amounts involved.
2. Include any pending litigation, potential litigation, or known forthcoming disputes.
3. Indicate whether your firm has ever been assessed liquidated or delay damages, and list any sanctions imposed by regulatory or licensing agencies.
4. Complete the Dispute and Disclosure form (Appendix E).

Tab 9 - Location

1. Include a simple map showing your firm's location and the specific office that will have direct responsibility for this project, in relation to the project site and the College's Winter Haven Campus. Maps are available at www.mapquest.com or www.google.com/maps.
2. Identify the geographic location of your home/corporate office. Points will be awarded based on the location of the specific office that will have direct responsibility for this project:

LOCATION	POINTS
Polk County	5
Bordering County (Hardee, Highlands, Hillsborough, Lake Sumter, Osceola, Orange, or Pasco)	4
Florida, excluding the above locations	3
Outside of Florida - Continental United States, Hawaii, and Alaska only	2

Tab 10 - References (Continental United States, Hawaii, and Alaska only)

1. Provide no more than five references from similar projects. Do not include Polk State College staff or District Board of Trustees (DBOT) members as references. If possible, include reference letters.
2. Reference information must be submitted using the References form (Appendix F).

VOLUME OF WORK PREVIOUSLY AWARDED BY POLK STATE COLLEGE

CCNA states that Polk State College must consider the volume of work previously awarded to each firm “with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firm.” In accordance with CCNA, F.S. 287.055, (4)(b) the amount paid to each respondent over the past five years will be evaluated. Respondents are NOT required to submit any information for this section.

EVALUATION OF CRITERIA

The Evaluation Committee will evaluate the respondents’ submittals based on the criteria outlined below. The Evaluation Criteria are intended to provide the Committee with information regarding the qualifications of each proposing firm. The Evaluation will be conducted using a consensus scoring method among the Committee members. The submittals will be ranked from highest to lowest, with a total maximum score of 100 points.

Polk State College reserves the right to accept or reject any submittal in the best interest of the College.

The College also reserves the right to award the contract to the next most qualified firm if the selected firm does not begin providing contractual services within 15 days of signing the contract and/or if an acceptable fee cannot be negotiated.

EVALUATION CRITERIA FOR ELECTRONIC SUBMITTALS

Criteria for Evaluating Submittals	Maximum Points
Work Plan 1. Depth of understanding that the requested services relate to minor projects valued at less than \$7.5 million. 2. Application of requirements related to the Jessica Lunsford Act to applicable projects.	20
Qualifications and experience of the Firm 1. Company credentials. 2. Completed projects of similar size and complexity. 3. Subcontractors with experience in similar scope of work.	20
Qualifications and Experience of Personnel 1. Organizational chart for personnel assigned to this contract. 2. List of contract staff. 3. Principal’s credentials. 4. Experience and credentials of the project manager assigned to this contract. 5. Experience of the superintendent assigned to this contract.	20
Availability, Workload, and Scheduling 1. Demonstrate resource availability for all trade and non-trade tasks. 2. Resource availability to support scheduling, record keeping, cost control, and cost estimating. 3. Resources to communicate project progress. 4. Ability to respond in a timely manner with cost-effective solutions.	15
Resolution Litigation 1. Summary of litigation. 2. Pending litigation and potential disputes. 3. Liquidated damages and license sanctions.	15
Location Geographic location of the office that will have direct responsibility for this project.	5
Volume of Work Previously Awarded Dollar value of fees received from the Polk State College over the past 5 years. College generated information.	5

SELECTION PROCESS

Ranking the Submittals

The submittals received in response to this RFQ will be evaluated and ranked by the Evaluation Committee, which will be comprised of not fewer than five voting members, in accordance with the process and evaluation criteria outlined in the attached rating sheet. Various non-competing professional consultants and representatives from Polk State College's Procurement Services Department may also be present during this process as non-voting members of the committee. A ranking will be established by totaling the scores given to each respondent by all voting members of the Evaluation Committee. Upon completion of the evaluation, the Committee will shortlist the respondents with the highest scores to give an oral presentation at a later date. The shortlisted respondents will be notified via email of the time and location of the interview/presentation. Specific questions or clarifications that the Evaluation Committee would like all of the respondents to address will be included in this notification. If the evaluation criteria for the oral presentations are revised, those changes will also be included in the email.

No information will be released by the College until the selection of the shortlisted firms has been made. All submitting firms will receive notification of the respondents selected. The ranking established for shortlisting will carry forward to the next stage of the process. In accordance with the CCNA, the College reserves the right to conduct or not conduct interviews at its sole discretion.

Non-Responsive Submittals

Non-responsive submittals will be rejected by Procurement Services and will not be distributed to the Evaluation Committee for consideration. Additionally, the Evaluation Committee may determine that one or more required submittals are so inadequate as to be deemed non-responsive.

A submittal may be considered non-responsive due to any of the following:

1. The respondent does not meet minimum requirements.
1. Failure to follow the required format.
2. Failure to sign the submittal.
3. Failure to acknowledge addenda (unless the changes are not material, e.g., an extension of the due date).
4. Failure to provide required submittals or documentation.

Identical or Tie Scores

In the event that two or more submittals receive identical scores during the evaluation process, the following criteria, in order of priority, will be used to break said tie:

1. Submission of completed Drug Free Workplace form (Appendix C).
2. Respondent's place of business is located within Polk County.
3. Respondent's place of business is located within the State of Florida.
4. Coin toss.

Reference Check

Procurement Services will perform a written reference check. A reference questionnaire will be emailed to each reference listed in the submittal, and a summary of the responses will be provided to the Evaluation Committee

Oral Presentation/Interview

Scores from the initial evaluations will not carry forward to the oral presentation/interview. Oral presentations are tentatively scheduled for the date listed. Each respondent should plan for a 20-minute presentation followed by 20 minutes of Q&A in a sit down format. The Evaluation Committee requests the attendance of individuals who will be directly involved in the contract. If using a PowerPoint presentation, which the College prefers, a flash drive must be provided to the Procurement Services Manager. The College will provide a computer and a screen, though firms may bring their own equipment if desired. Oral Presentations are exempt from the Sunshine Law, F.S. 286.011, and therefore are not open to the public; however, they will be recorded and made available for review.

Posting and Recommendation

The recommendation for ranking will be posted for review by interested parties electronically via BidNet Direct at the following link: <https://www.bidnetdirect.com/florida/polkstatecollege>, for a period of at least three working days prior to submission for acceptance to the District Board of Trustees.

The Evaluation Committee will make a recommendation to the College President and, upon her approval, to the District Board of Trustees of Polk State College at a regularly scheduled public meeting.

Negotiation and Award

Polk State College anticipates awarding up to five contracts to the highest-ranked respondents, as judged by the College to be the most advantageous. The RFQ and ranking process do not constitute an offer, agreement, or a contract with the respondent. Once the ranking is approved, negotiations will commence. The contract will become binding upon approval by the appropriate level of authority within the College and execution by all parties. The process will be conducted in accordance with F.S. 287.055, the Consultants' Competitive Negotiation Act (CCNA).

Protests

Failure to file a protest with Polk State College's Procurement Services Department within 72 hours of the posting of the recommendation for award will constitute a waiver of proceedings

In accordance with the CCNA, Polk State College reserves the right, at its sole discretion, to conduct or not conduct interviews.

AFFIRMATION

By submitting a response, the respondent affirms that their submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. Respondent agrees to abide by all conditions of this RFQ and the resulting contract.

SECTION THREE

DEFINITIONS

- **College:** Refers to Polk State College.
- **CCNA - Florida Statute 287.055:** Consultants' Competitive Negotiations Act. Florida Statute 287.055 which prescribes the process to be utilized when public entities procure services performed by an architect, professional engineer, landscape architect, or registered surveyor and mapper.
- **Request for Qualifications (RFQ):** A formal solicitation issued by an organization seeking professional credentials from qualified firms. It typically outlines the scope of the services required and includes the contractual terms and conditions.
- **Evaluation Committee:** Independent group of College staff established to review the submittals received in response to an RFQ, score them based on set criteria, and make award recommendation. The Procurement Services Manager serves as the non-voting chair of the evaluation committee.
- **Respondent:** Firm submitting their credentials in response to a Request for Qualifications.
- **Submittal:** Credentials prepared and delivered in response to a Request for Qualifications.

GENERAL CONDITIONS FOR SUBMISSION

Pre-Submittal Conference

A non-mandatory pre-submittal conference will be open to all interested parties, at which time Polk State staff will be present to answer questions and explain the intent of the RFQ documents. At this meeting, any inaccuracies, inconsistencies, discrepancies, unclear items, or issues with the RFQ document will be addressed. Additionally, any suggested modifications may be presented in writing, or discussed with College's representatives, as a possible addendum to the RFQ.

RFQ Commitment

Issuance of the RFQ does not constitute a commitment by the College to award a contract.

Submittal Acceptance/Rejection

Polk State College reserves the right to reject all submittals, to waive any informalities and technicalities, or to cancel the solicitation in its entirety, if it is deemed to be in the best interest of the College.

Accuracy of Submittal Information

Any submittal included information, which is determined to be substantially inaccurate, misleading, exaggerated, incomplete, false, or incorrect will be disqualified from consideration and the respondent may be disqualified from applying for other Polk State College work for a period of up to three years.

Cost of Submittal

Polk State College accepts no responsibility for any expenses incurred by respondents offering their services in the preparation of a submittal in response to this or any subsequent RFQ. All expenses will be borne by the offering respondent exclusively.

Submittal Withdrawal and Ownership

Submittals may be withdrawn by notifying the College via email prior to the submittal due date. Once received, submittals become the property of the College and will not be returned to the respondent.

Awards

Polk State College reserves the right to make awards at its discretion, prioritizing the best interest of the College. In some cases, an award may be based on the top-ranked respondent and the College being able to agree on final contract terms. If for any reason the top-ranked respondent and College cannot agree on final contract terms, the College may elect to re-open the solicitation, cancel the solicitation, or award it to the second highest ranked respondent, and so on.

CCNA

Polk State College reserves the right to proceed to interview without further discussion of submittals received, in accordance with the Consultant's Competitive Negotiation Act (CCNA).

Additional Information

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

Request for Clarifications

Polk State College reserves the right to request clarification of information submitted and to request additional information from one or more respondents.

Contact

Respondents 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 Polk State College posting the notice of intended award (excluding Saturdays, Sundays, and state holidays) any employee or officer of the College concerning any aspect of this solicitation, except via email to the authorized College Procurement Services representative.

Submission Restrictions – Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not present submittals on a contract to provide any goods or services to a public entity, may not present submittals on a contract with a public entity for the construction or repair of a public building or public work, may not present submittals 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 Section 287.017, Florida Statutes - category two for a period of 36 months from the date of being placed on the convicted vendor list. By presenting a submittal, the respondent represents that all restrictions related to public entity crimes stated in Section 287.133(2)(a), Florida Statutes, do not apply to the respondent's firm, their subcontractors or suppliers.

Gifts

Polk State College's District Board of Trustees Rule 3.32 states the following, in part: College employees may not accept or solicit any gift [see Sections 112.312 (12)(a) and 112.312 (12)(b), Florida Statutes] of any kind (except as otherwise provided within this rule) from any person or entity (a prohibited source) who is seeking official action by the employee or College or does business (or seeks to do business) with the College.

Conflict of Interest

All respondents must disclose the name of any officer, director, or agent who is also an employee of the College and/or the name of any College employee who owns, directly or indirectly, an interest of five percent or more in the respondent's firm.

Public Records

Polk State College operates under the public disclosure laws required of governmental agencies. Proprietary firm information must be identified and will be protected to the greatest extent possible but must be disclosed by Polk State College upon receipt of a public records request. Upon award recommendation or thirty calendar days after opening, whichever occurs first, Submittals become public records and will be subject to public disclosure consistent with Sections 119.07(3)(m) and 119.071(1)(b), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFQ; must identify the data or other materials to be protected; and must state the reasons why such exclusion from public disclosure is necessary. Submittals may be reviewed at the College's Procurement Services Department.

License and Permits

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes seeking to do business with the College must be on file and in good standing with the State of Florida's Department of State. It will be the responsibility of the Contractor to obtain, at no additional cost to the College, any and all licenses and permits required to complete the contractual services. These licenses and permits must be readily available for review by the College's Manager of Procurement Services.

Background Screening Requirements

As a condition of the award, the successful respondent must, at its expense, ensure that all the respondent's employees and the employees of the respondent's subcontractors who will be permitted access on College grounds when students are present meet the background screening requirements of Section 1012.465, Florida Statutes, (Jessica Lunsford Act). The respondent's failure to comply with this requirement will constitute a material breach of the contract. Information regarding the compliance procedure is available by calling the College's Procurement Services Department at (863) 297-1083. -

Substitution of Key Personnel

The successful respondent must obtain approval from the College prior to reassigning any key staff involved in the performance of this service as shown in the submission. The successful respondent will also obtain approval from the College prior to assigning any new personnel to their key staff positions. Such approval will not be unreasonably withheld. The College may, with prior written substantiation, require removal of any employee(s) of the successful respondent who the College reasonably deems incompetent, careless, insubordinate, unsuitable, unacceptable, or whose continued employment on the contract it deems contrary to public interest or not in the best interest of the College.

Subcontractors

The respondent is fully responsible for all work performed under the contract resulting from this RFP. The respondent may, upon receiving prior written consent from the College's Procurement Services Manager, enter into written subcontract(s) for performance of certain of the respondent's functions under the Contract. No subcontract which the respondent enters into with respect to performance of any of its functions under the contract will in any way relieve the respondent of any responsibility.

Governing Law and Venue

Any contract resulting from this RFQ will be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into, and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue will lie in the Polk County Courts.

Human Trafficking Affidavit

Upon execution of the Contract, an authorized representative of the Contractor must execute an affidavit under penalty of perjury certifying that the Contractor does not use coercion or forced labor as defined in F.S. 787.06.

Force Majeure

Neither party will be liable for loss or damage suffered as a result of any interruption, delay or failure in performance under the contract resulting from this RFQ, acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Termination

If the awarded contract is terminated within the first year of the contract period, the College may elect to negotiate/award the contract to the next ranked respondent or to issue a new RFQ, whichever is determined to be in the best interest of the College.

Americans with disabilities Act

The contractor must comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this RFQ may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

Anti-Discrimination Clause

The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.

Equal Employment Opportunity Statement

Polk State College does not discriminate on the basis of race, color, national origin, ethnicity, sex, age, religion, sexual orientation, gender transition, marital status, genetic information, disability, or pregnancy in its programs, activities, or employment. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Unauthorized Employment of Alien Workers

The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

News Releases

News releases pertaining to this procurement or contract must not be made without prior written approval from Polk State College.

Architectural/Engineering Services

Firms submitting a response to this RFQ must be registered in the State of Florida with the Department of State, Division of Corporations, at the time of finalists selection by the Evaluation Committee.

Joint ventures, if selected, will be expected to sign a form of contract making each party jointly and severally liable for its own actions and those of its co-venturer under this contract, or alternatively, to provide a copy of an executed, formal joint venture agreement that binds each party to the other.

Affirmation

By submission of a submittal, the respondent affirms that their submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The respondent agrees to abide by all conditions of this RFQ and the resulting contract.

SECTION FOUR
EVALUATION SHEETS, APPENDICES LIST, AND
REQUIRED APPENDIX FORMS



SELECTION CRITERIA RATING SHEET FOR RFQ SUBMITTAL	
RFQ NO. 25-01	Project Description: Construction Management at Risk Continuing Services Contract
Project Location: Winter Haven Campus	
Name of the Firm:	

INSTRUCTIONS: Rate the information in each of the following criteria below.

Evaluation Criteria	Maximum Points	Awarded Points
Work Plan <ol style="list-style-type: none"> Understanding that services relate to minor projects with a fee of \$500,000 or less. Application of requirements pertaining to Jessica Lunsford Act to projects. 	20	
Qualifications and experience of the Firm <ol style="list-style-type: none"> Company credentials. Completed projects of similar size and complexity. Subcontractors with experience in similar scope of services. 	20	
Qualifications and Experience of Personnel <ol style="list-style-type: none"> Organizational chart for personnel assigned to this contract List of contract staff Principal's credentials Credentials of the project manager assigned to this contract Experience of the superintendent assigned to this contract 	20	
Workload and Scheduling <ol style="list-style-type: none"> Demonstrate resource availability for all trade and non-trade tasks. Ability to support scheduling, record keeping, cost control, and cost estimating. Ability to communicate project progress. Ability to respond in a timely manner with cost-effective solutions. 	15	
Resolution Litigation <ol style="list-style-type: none"> Summary of litigation Pending litigation and potential disputes Liquidated damages and license sanctions 	15	
Location <p>Geographic location of the office that will have direct responsibility for this project</p>	5	
Volume of Work Previously Awarded <p>Dollar value of fees received from Polk State in the past 5 years. College generated</p>	5	
Total Score:	100	

Scorer Printed Name:

Scorer Signature:

Date:



SELECTION CRITERIA RATING SHEET FOR RFQ PRESENTATION

RFQ NO. 25-01	Project Description: Construction Management at Risk Continuing Services Contract
Project Location: Winter Haven Campus	
Name of the Firm:	

INSTRUCTIONS: Rate the information in each of the following criteria below.

Evaluation Criteria	Maximum Points	Awarded Points
Proposed Staff and Functions for Contract 1. Identify the following key positions: <ul style="list-style-type: none"> • Project Executive • Project Manager • Project Superintendent • Support Staff • Subcontractors 2. Describe their individual skills, professional experience, and credentials. 3. Define their proposed duties, functions, and responsibilities for the duration of this contract. 4. Show and explain the inter-relationship of all parties and indicate the number of projects the CM team has successfully completed together.	25	
Project Administration and Information 1. Describe the system and the services available to estimate cost, monitor budget, and convey project information to the College's project manager. 2. Demonstrate knowledge and experience in the evaluation of construction techniques, and the recommendation of materials to create optimum value in meeting design requirements.	20	
Scheduling the Project 1. Explain your scheduling methods and the procedures used to validate prepared schedules. 2. Discuss how you have managed projects involving occupied educational buildings. 3. Identify past scheduling challenges on similar projects and explain how they were addressed.	25	
Work Plan 1. Describe your plan for performing this contract. Include managing RFI, change orders, subcontractors and material management. 2. Describe how your firm will deliver quality workmanship in an effective and timely manner. 3. Describe the services that will be available to the College during the course of the contract. 4. Describe your team's safety plan for occupied buildings/campus as it relates to this contract.	25	
References 1. Results of reference check performed by the College's Procurement Services Department. 2. Letters of reference included in written submittal. 3. Site visits, if any.	5	
Total Score:	100	

Scorer Printed Name:

Scorer Signature:

Date:

APPENDICES LIST		
Appendix	Type	Description
A	Required	Proposer Information
B	Required	Non-Collusion Affidavit of Prime Proposer
C	Required	Drug Free Workplace
D	Required	Minimum Qualifications
E	Required	Dispute and Disclosure Form
F	Required	References
G	Optional	Woman-, Minority-, Veteran-Owned Business Statement
H	Required	



APPENDIX A

PROPOSER INFORMATION		
Proposer (Company) Name:	Formerly:	
Mailing Address:	Street Address:	
City, State, Zip:	City, State, Zip:	
Type of Entity: (<i>check one</i>) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture		
Contact Person:	Title:	
Email Address:	Website Address:	
Telephone Number:	Toll-Free Phone Number:	
Fax Number:	Cell Phone Number:	
Federal Employer Identification Number (FEIN):	SSN (if Sole-Proprietorship or Partnership): <i>Only required if FEIN is not provided</i>	
Incorporated in the State of:	Year:	
General Contractor License #:		
Available Bonding Capacity: \$	Aggregate: \$	Single Project Limit: \$
Surety Company:	A.M. Best Rating:	

APPENDIX B

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of _____ County of _____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Bid;
He/she is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid.

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Trustees of Polk State College.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Signature (Officer).

Date

Printed or Typed Name

Title



APPENDIX C

DRUG FREE WORKPLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Company Name)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this procurement.

Authorized Signature (Officer)

Date

Printed or Typed Name

Title



APPENDIX D

MINIMUM QUALIFICATIONS

1. The submitting firm must meet the following minimum experience qualifications:
 - a. The Construction Manager (CM) must have a minimum of ten (10) years' experience.
 - b. Must be currently licensed as a general contractor in Florida.
 - a. The staff assigned to the project must have experience on educational projects.
 - b. The submitting firm must have Green Globe or equivalent accredited professionals on staff.

2. Complete the following items:

a. Years licensed as a General Contractor (Attach a copy):	
b. Years of experience delivering projects as a Construction Manager at Risk:	
c. Do you have verifiable bonding capacity for these types of projects?	
d. How many similar educational projects have you successfully completed? (include at least five projects):	
e. Name of staff member with Green Globe, LEED, or equivalent credentials (Attache evidence of staff member's credentials):	

Provide sufficient information (attachments) to clearly show that you meet or exceed the Minimum Qualifications.

Authorized Signature (Officer)

Date

Printed or Typed Name

Title



APPENDIX E

DISPUTE AND DISCLOSURE

Answer the following questions by checking the box after "YES" or "NO". If you answer "YES", please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this Contract.

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

YES ☐ NO ☐

Has your firm filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five years that is related to the services your firm provides in the regular course of business?

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

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

Authorized Signature (Officer)

Date

Printed or Typed Name

Title

APPENDIX F

REFERENCES			
Proposer (Company) Name: _____			
Client Name / Address	Contact Person	Telephone and Email	
	Name:	Phone:	
		Toll Free:	
		Email:	
	Name:	Phone:	
		Toll Free:	
		Email:	
	Name:	Phone:	
		Toll Free:	
		Email:	
	Name:	Phone:	
		Toll Free:	
		Email:	

APPENDIX G

WOMAN-, MINORITY-, VETERAN-OWNED BUSINESS STATEMENT

Type of Business: *(Check as applicable)*

- ☐ Black-American Business Enterprise includes primary business ownership by persons having origins in any of the Black racial groups of Africa.
- ☐ Hispanic American Business Enterprise includes primary business ownership by persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.
- ☐ Native American Business Enterprise includes primary business ownership by American Indians, Eskimos, Alaskan Indians, Aleuts, and Native Hawaiians.
- ☐ Asian-Pacific American Business Enterprise includes primary business ownership by persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.
- ☐ Asian-Indian American Business Enterprise includes primary business ownership by persons whose origins are from India, the Indian Sub-Continent, and Pakistan.
- ☐ Woman-Owned Business Enterprise
- ☐ Veteran-Owned Business Enterprise includes primary business ownership by persons who are currently serving or who has been honorably discharged in the United States Armed Forces.

Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least 51 percent owned by minority or women group members, or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day-to-day management and control of the business.

Company Name:

Certified by *(name of Public Entity, if applicable)*:

Certificate Number *(attach copy, if applicable)*:

Polk State College reports M/WBE expenditures to the State of Florida's Office of Supplier Diversity (OSD) on an annual basis.