State College of Florida, Manatee-Sarasota

Request for Qualifications

General Contractors, Construction Managers and Design-Build Firms

RFQ #FAC2013-2

Qualification Period: September 1, 2013 through August 31, 2014

The District Board of Trustees of State College of Florida (hereinafter called the “College” or “SCF”) requests qualification statements from companies interested in doing business with the College. General Contractors, Construction Managers and Design-Build firms (hereinafter called the “Contractor”) must be prequalified to be eligible to compete in construction-related projects that arise during the qualification period.

The College will receive qualification statements at the Bradenton Campus Facilities Management Office Building #23, 5840 26th St. W., Bradenton, FL 34207 by 10:00 am Tuesday July 9, 2013. Immediately afterward at 10:30 am there will be a public opening in Facilities Office Building #23, Conference Room 109. Mail or hand-deliver responses to RFQs to the attention of Chris Wellman, Director, Facilities Management. The RFQ description and company name must be on the outside of the sealed envelope. The responses to RFQs will be opened for the sole purpose of recording the names of the Contractors submitting qualifications statements. No electronic submittals will be accepted. The College will not be responsible for any delays in delivery.

On Tuesday, July 16, 2013 at 9:30 am, there will be a public meeting at SCF’s Bradenton Campus in Facilities Office Building #23, Conference Room 109 5840 26th St. W., Bradenton, FL 34207 to evaluate the submittals.

Request for Qualifications may be viewed and downloaded from the College’s Facilities Management Open Bids Web Page: [http://www.scf.edu/Administration/Facilities/Openbids.asp](http://www.scf.edu/Administration/Facilities/Openbids.asp) Questions regarding this RFQ may be submitted to burra@scf.edu. Questions regarding this RFQ must be submitted no later than July 3, 2013. Questions received after July 3, 2013 will not be answered.

If a person decides to appeal any decision with respect to any matter considered at the above cited meeting, they will need a record of the proceedings, and for such a purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which it is based.

Any response to the RFQ received after the specified time and date will be considered late and unopened. Any response to the RFQ submitted orally, via e-mail or facsimile will not be accepted.

Any person requiring special accommodations at the public meeting because of a disability or physical impairment should contact the Facilities Office at (941) 752-5445 or via e-mail at burra@scf.edu at least three working days prior to any meeting.
State College of Florida, Manatee-Sarasota

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RFQ #FAC2013-2

Qualification: Period September 1, 2013 through August 31, 2014

Schedule of Prequalification Events

**Advertise RFQ, due date and RFQ Evaluation meeting:** The week of Monday, June 24, 2013

**Due date for RFQs:** 10:00am Tuesday, July 9, 2013

**Public Opening of Qualification Statements:** 10:30am Tuesday, July 9, 2013

**Public RFQ Evaluation Meeting:** 9:30am Tuesday, July 16, 2013

**Board Meeting Approval:** 5:30pm Tuesday, August 6, 2013

Instructions to Applicants

Prequalification Categories
The College utilizes the criteria specified in section 4.1(7) of the State Requirements for Educational Facilities (SREF) to qualify Contractors.

- Staffing strength
- State License(s)
- Bonding capacity
- Financial Stability
- Experience (At least two (2) successful projects within the past 5 years)
- Satisfactory resolution of claims

If qualified, your company will be placed in one of four prequalification categories.

**Category 1** - $0 - $1,000,000.00 – zero to one million dollars

**Category 2** - $0 - $5,000,000.00 – zero to five million dollars

**Category 3** - $0 to $10,000,001.00 - zero to ten million dollars

**Category 4** - $0 to $10,000,000.00 and up – greater than ten million dollars

**Response Requirements**

All Contractors seeking qualification are required to submit a complete Request for Qualifications application following the instructions below and on the following pages.

Submit one (1) original (marked as Original) and five (5) copies of your application information. The total number of pages in your application must not exceed fifty (50) pages in length; tabs are not included in total page count. To ensure that all responses to the RFQ are fairly evaluated it is very important that the qualification statements be prepared according to the prescribed format listed on the following page under Prequalification Requirements. Failure to follow this format may result in the disqualification of your RFQ response.

**Prequalification Process Questions**

Questions about the prequalification process must be directed in writing via e-mail to: burra@scf.edu. All questions received and answers provided by the College will be posted on the SCF Facilities Management’s web site, [http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/default.asp](http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/default.asp). It is the responsibility of the Contractors to check the website for questions and answers. Questions must be received before July 3, 2013. Questions received after July 3, 2013 will not be answered or posted on the website.

**Prequalification Requirements**

Prequalification applicants are required to submit the following information in the order as listed, in a tabbed bound notebook or binder. Applications shall not be more than fifty (50) pages, not including tab or separator inserts.
Tab 1. Company Information

Provide general information about the company including, but not limited to, the principals, a brief history, the state and date of incorporation, location of company headquarters and branch offices/locations, and staffing at each location.

Tab 2. Contractor Licenses

Please list all types of work that your company is licensed to perform and provide a copy of the license for each type.

Tab 3. Financial Capacity

Provide evidence of your company’s financial capacity. Verification of total bonding capacity must be submitted by a licensed surety company authorized to do business in the State of Florida that has a rating of A- or better in the current A.M. Best Guide. The letter from the surety company must be recent and also state the current remaining bonding capacity at the time of the letter. Verification of financial capacity is also to be provided in the form of audited financial information current within the past twelve (12) months, such as a balance sheet and statement of operation and bonding capacity.

Tab 4. Construction Experience

Provide examples of construction projects that your company has completed in the last five (5) years. **Please list Higher Education projects first.**

Project information should include but not necessarily be limited to:

- Project description including the dollar amount of the project the contractor was directly responsible for
- Firm’s role in project
- Project duration
- Owner reference – name, title, phone, and email
- Architect/Engineer Information

Also provide letters of reference from the three (3) most recent completed projects. Reference letters must be on the reference’s letter head, indicating the level of satisfaction of the project, the dollar amount of the project, location of the project, state their willingness to hire the contractor again, and be signed by an officer of their company.

Complete the Experience Questionnaire Form, Attachment “B” to the RFQ.

Tab 5. Claim Resolutions

Provide evidence of satisfactory resolution of claims. Contractors shall provide a list of all pending claims and the resolution of such claims filed by or against the Contractor on projects within the last five (5) years.

Tab 6. Insurance/Indemnification/Waver of Subrogation

Provide a certificate of insurance confirming current worker’s compensation, public liability, builders risk and property damage insurance as required by Florida law. **The certificate of insurance submitted must**
list the District Board of Trustees of State College of Florida, Manatee-Sarasota as the named/additional insured. Minimum insurance requirements are set forth in this RFQ document in the general information category. The insurance Policy must be endorsed to provide a notice of cancellation to the College in addition, that a copy of the actual notice of cancellation endorsement is issued on the policy and signed by an authorized representative of the insurer(s), also be provided.

Tab 7. Public Entity Crimes Form

Complete the Public Entity Crimes Form, Attachment A, to the RFQ.

SCF General Information

State College of Florida, Manatee-Sarasota ranks 16th in enrollment among Florida’s 28 public colleges. The College operates two campuses at Bradenton and Venice and a center at Lakewood Ranch.

Definition

The College or SCF refers to the District Board of Trustees of State College of Florida, Manatee-Sarasota-Bradenton. The College is a political subdivision of the State of Florida.

Taxes
The College does not pay federal, excise, and state sales taxes and utilizes a direct purchase order process. The applicable tax-exempt numbers are:

Florida Sales Tax: 85-8012740206C-3 (effective 11/30/2009 to 11/30/2014)

Federal Identification Number: 59-6031182

(All contractors and sub-contractors are responsible for their applicable taxes.)

Background

State College of Florida, Manatee-Sarasota is a public, associate and bachelor degree-granting institution serving Manatee and Sarasota counties. SCF also contains a Collegiate School providing education for grades 6 through 12. All Contractors will be required to pass and produce a Level 2 criminal background screening.

Prequalification Costs

State College of Florida, Manatee-Sarasota is not responsible for any cost incurred by the applicant in their effort to become prequalified.

Project Locations

College wide

Project Description

All projects will be designed and built according to the latest edition of The State of Florida Building Code and its State Requirements for Educational Facilities (SREF) inclusions. Possible projects that are under consideration for fiscal year 13/14 will be announced if funding becomes available.

Advertisement

A request for applications to prequalify will be advertised in the Bradenton Herald and Sarasota Herald-Tribune and posted in the State College of Florida, Manatee-Sarasota Facilities Web-Site: [http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/default.asp](http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/default.asp)

Contractor Prequalification Review Committee

The Contractor Prequalification Review Committee will consist of at least five (5) members representing the College and Board of Trustees.

Prequalification Results

All applicants will be notified of their status following Board approval.

Selection Process

The successful Contractors will be selected based on the evaluation criteria described in the applicable sections of the RFQ.

Laws, Ordinances, Rules, Regulations, Permits and Licenses
Contractors shall observe and obey all the laws, ordinances, rules, regulations, and policies of the District Board of Trustees of State College of Florida, Manatee Sarasota and the federal and state governments which may be applicable to the Contractor's operation at SCF and shall at the sole cost of the Contractor obtain and maintain all licenses and insurance necessary to comply with such requirements and applicable Standards.

Assignment

Neither this agreement nor any duties or obligations under this agreement or resulting contract(s) shall be assigned by the Contractor without prior written consent of the College.

Contractor’s Expense

All proposals submitted in response to this RFQ, meeting attendance and visits to SCF must be at the sole expense of the Contractor(s), whether or not any agreement is signed as a result of this RFQ.

Confidentiality

The respondent is hereby warned that any part of their RFQ or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

Open Competition

The College encourages free and open competition among Contractors. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College’s needs and the accomplishment of a sound economical operation. The Contractor’s signature on this proposal guarantees that the Contractor, its agents, officers, or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the College. Public Officers and employees are subject to the “Code of Ethics for Public Officers and Employees” found in Chapter 112 (Part III) of the Florida Statutes.

Proposal Materials

The material submitted in response to the RFQ becomes the property of the College upon delivery to the College and is to be appended to any formal document, which would further define or expand the contractual relationship between the College and the Contractor. All of the material will be considered as part of this RFQ.

Proprietary Material

All rights to proprietary material must be transferred to the College in the event the Contractor goes out of business.

RFQ Interpretation

Interpretation of the wording of this document shall be the responsibility of the College and that interpretation will be final.

Errors and Omissions
The Contractor 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 services. Should the Contractor suspect any error, omission or discrepancy in the specifications or instructions, the Contractor shall immediately notify the College in writing, and the College shall issue written instructions to be followed. The Contractor is responsible for the contents of its response and for satisfying the requirements set forth in the RFQ.

Contractor’s Responsibility

It is understood, and the Contractor hereby agrees, that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the response to the RFQ. Contract clauses will include but are not limited to:

- In the event the Contractor fails to maintain the project schedule, or if the College reasonably determines that any project milestone (including but not limited to substantial completion) will not be achieved in accordance with the project schedule, the College may at its option direct the Contractor to take all necessary actions (including but not limited to increasing work forces and hours, resequencing the work and expediting fabrication and supply of materials), at the Contractor’s sole expense, to accelerate the work to conform to the project schedule and project milestones. The College shall bear no cost directly or indirectly arising from such acceleration measures.

- The Contractor shall not change any key personnel or key subcontractors without prior written consent of the College, which consent shall not be unreasonably withheld. In the event that any key personnel leaves the Contractor’s employment, such key personnel’s replacement shall be subject to the College’s reasonable approval.

- A prerequisite required for payment will be that the Contractor shall provide partial lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors and Material Suppliers for the completed work. Such waivers shall be conditional upon payment.

- The College and its duly authorized representatives shall have the right to inspect and copy at all reasonable times during the term of the contract, and for a period of three (3) years following the completion or termination of the work, all of the Contractor’s written and electronically stored records (including but not limited to all accounting data and reports; subcontractor, supplier, and rental equipment proposals, agreements, and invoicing; estimating materials; correspondence; change order and back charge documentation; schedules; and meeting minutes, journals, and logs) relating to the project, the contract and/or the work, but only to the extent they relate to any amount either estimated or asserted to be incurred with respect to any change order proposal, claim for additional compensation, or other request for additional to or subtraction from the contract price.

- Participation in the College’s Direct Purchase Order procedure.

Proposal Rejection

The College shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFQ or a proposal in any way incomplete or irregular. Conditional proposals will not be accepted.

Performance Inquiry

As part of the evaluation, the College may make inquiries to determine the ability of the Contractor to perform the work. The College reserves the right to reject any proposal if the Contractor fails to satisfy the College with proper qualifications/information that it believes necessary to carry out the obligations of the contract. Please provide a minimum of three (3) current references, preferably from higher educational institutions, that shall include the complete name, e-mail, telephone number and contact person (see Tab 4.)
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 this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

Venue

This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Contractor hereby agree that venue shall be in Manatee County, Florida.

Americans with Disabilities Act

If special accommodations are required in order to attend the public meeting, contact the Facilities Office at (941)-752-5215 or via e-mail at bulgerd@scf.edu.

Protests of Award or Specifications

Failure to file a protest within the time prescribed in F.S. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Affirmation Statement Regarding Public Entity Crime

A provision of Section 287.133(3) (a) F.S. requires all vendors doing business with state agencies and political subdivisions in excess of CATEGORY TWO currently $35,000, as provided for in Section 287.017 F.S., to sign and submit a sworn statement to the state agency or political subdivision, certifying that neither the applicants for prequalification nor anyone active in the management of the applicant’s organization has been convicted of a public entity crime after July 1, 1989. (Attachment A).

Independent Contractor

Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Contractor the agent or representative of the College for any purpose in any manner whatsoever. The Contractor is, and shall remain, an independent contractor with respect to all services performed.

Insurance

Following is an excerpt describing insurance requirements for Contractors. Contractors should review and ensure proposed contracts and insurance policies conform to these requirements.

INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity

(1) The Contractor agrees to indemnify and hold the Owner harmless from all claims for bodily injury and property damage (other than the Work itself and other property insured
under Article 13.2(3)) that may arise from the Contractor’s operations under any Agreement with SCF.

(2) **Loss Deductible Clause** - The College shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

(3) The foregoing indemnity shall survive the completion and/or termination of this Agreement.

13.2 **Contractor’s Insurance**

(1) The Contractor shall not commence any construction Work until he has obtained all of the following types of insurance with coverage, limits, and terms delineated in Article 13.2 and such insurance has been approved by the College, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

(2) **Worker’s Compensation Insurance** - The Contractor shall take out and maintain during the life of any Agreement Worker’s Compensation Insurance for all his employees connected with the Work, of this Project and, in case any Work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Worker’s Compensation Law. In case any class of employees engaged in hazardous Work at the site of the Project is not protected under the Worker’s Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the College, for the protection of employees not otherwise protected.

(3) **Contractor’s Public Liability and Property Damage Insurance** - The Contractor shall take out and maintain during the life of any Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under any Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

(a) Contractor’s Comprehensive General Liability Occurrence, Coverage, Bodily Injury & Property Damage $500,000 Each Combined Single Limit

(b) Automobile Liability Coverage, Occurrence, Bodily Injury & Property Damage $100,000 Each Combined Single Limit

(c) Excess Liability, Umbrella Form Occurrence, $4,000,000 Each Combined Single Limit
Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

(4) **Subcontractor’s Public Liability and Property Damage Insurance** - The Contractor shall require each of his subcontractors to procure and maintain during the life of any subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

(5) **College’s and Contractor’s Protective Liability Insurance** - The Contractor shall procure as a cost of the project and furnish an Owner’s and Contractor’s Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability & Property Damage Liability $500,000 Each Occurrence.  
Combined Single Limit

(6) **"XCU" Explosion, Collapse, Underground Damage** - The Contractor’s Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

(7) **Broad Form Property Damage Coverage, Products & Completed Operations Coverage**

The Contractor’s Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverage.

(8) **Contractual Liability Work Contracts** - The Contractor’s Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Agreement.

(9) **Indemnification Rider**

(a) To cover to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the College and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

(b) In any and all claims against the College or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation
acts, disability benefit acts or other employee benefit acts in an amount not to exceed $4,000,000.00 each occurrence. This provision also applies to Indemnity in Article 13.1.

(c) The obligations of the Contractor under this Article 13.2(9) shall not extend to the liability of Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

(d) The Contractor hereby acknowledges receipt of ten dollars and other good and valuable consideration from the College in exchange for giving the College the indemnification provided above in Article 13.1 and Article 13.2(9).

(10) **Builder’s Risk Coverage** - The College is presently self-insured through the Florida Community Colleges Risk Management Consortium (FCCRMC) for Builder’s Risk Coverage. “FCCRMC covers new construction and renovation as contemplated by this Agreement effective immediately upon commencement of said construction. All buildings and materials intended to be a part of said structure on the job site owned by the College are included, subject to a sixty (60) day notice on new locations or additions. The property of the Contractor and/or their employees such as tools, equipment, sheds, machinery, is not covered. Colleges are required to report each project construction on the form prescribed in the Risk Management Manual. This program is included in the Consortium's Plan of Coverage (self-insured program). The FCCRMC does not name the Contractor or any subcontractor thereof, as an additional insured.

(11) **Certificate of Insurance** - The College shall be furnished proof of coverage of Insurance as follows:

Each contract submitted shall require an individual Certificate of Insurance approved by the College prior to being issued a Notice to Commence. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the office of Facilities Management. This Certificate shall be dated and show:

(a) The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

(b) Statement that the Insurer will mail notice to the College and a copy to the Architect at least forty-five (45) days prior to any material changes in provisions, non-renewal, cancellation or termination of the policy and listing the Board of Trustees State College of Florida, Manatee-Sarasota as additional insured to the extent necessary to provide coverage under Contractor’s insurance for the liabilities assumed by Contractor under the indemnity provisions of the Agreement.

(1) When cancellation is for nonpayment of premium, at least ten (10) days written of cancellation accompanied by the reason therefore shall be given; and

(2) For other than motor vehicle insurance, when such cancellation or termination occurs during the first ninety (90) days during which the insurance is in force and the insurance is canceled or terminated for reasons other than nonpayment of premium, at least twenty (20) days written notice of cancellation or
termination accompanied by the reason therefore shall be given except where there has been a material misstatement or misrepresentation or failure to comply with the underwriting requirements established by the insurer.

(c) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverage required in this Section commencing at 13.2 and ending with 13.3.4.

13.3 Waiver of Subrogation

13.3.1 Damages Caused by Perils Covered by Insurance - The College and the Contractor waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the College and Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.

13.3.2 Loss or Damage to Equipment Covered by Insurance - The Owner and Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.

13.3.3 Property and Consequential Loss Policies - The College waives subrogation against the Contractor on all property and consequential loss policies carried by the College on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

13.3.4 Endorsement of Policies - If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.
Public Entity Crime Form

SWORN STATEMENT UNDER SECTION 287.133(3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. ____________ for ____________________________.

2. This sworn statement is submitted by ____________________________

   (name of entity submitting sworn statement)

   whose business address is ____________________________

   and (if applicable) its Federal Employer Identification Number (FEIN) is ________

   (if the entity has no FEIN, include the Social Security Number of the individual

   signing this sworn statement: ____________________________).

3. My name is ____________________________ and my relationship to the entity named

   above is ____________________________.

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

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

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

   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

______ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

______ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

______ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

__________________________________________

(Signature)

Date: ______________________________

STATE OF __________________________

COUNTY OF _________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____________

________________________ who, after first being sworn by me, affixed his/her signature in the space

provided above on this _____ day of __________________, ___

________________________________________

NOTARY PUBLIC

My commission expires: __________________

Attachment B
A. GENERAL INFORMATION

Submitted by: ____________________________

Address: ______________________________________________________

Telephone: (_____ )  Fax: (_____ )

License #: ______________________________

Expiration Date: _________________________

Check One:

☐ A Corporation  ☐ A Partnership  ☐ An Individual  ☐ A Joint Venture

The Contractor acknowledges that information provided in this Experience Questionnaire is for the express purpose of inducing the Owner to whom it is submitted to prequalify the Contractor for possible award of a contract to the Contractor and further the Contractor acknowledges that the Owner may at its discretion, by means which the Owner may choose, determine the truth and accuracy of all statements made by the Contractor.

ORGANIZATION

Current Firm Name:

How many Years has this firm been in business? ________________________________

Previous Firm Name:

How many years had the previous firm been in business? ________________________________

Indicate Firm History (chronology), attach additional sheets as needed.

If a Corporation, complete the following:

Date of Incorporation ____________________________________________________________

State of Incorporation ____________________________________________________________
President’s name:  

Vice President’s name:  

Secretary’s name:  

Treasurer’s name:  

If a **Partnership**, complete the following:

Date of Organization:  

State whether it is a general or limited partnership:  

Name and Address of Partners:  

If an **Individual** Proprietorship complete the following:

Date of Organization:  

Name of Owner:  

SUBSIDIARY or AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

Name and Address of Subsidiary or Affiliated Companies:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Explain in detail the Principal’s interest in this Company and Nature of Business

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
1. Is your Firm currently pre-qualified with any government agency?

   Yes ☐ No ☐

   If yes, please list agency/agencies:

   _____________________________
   _____________________________
   _____________________________

2. Within the previous five (5) fiscal years, has your Firm been denied a contract award on which you submitted the low bid, or been refused pre-qualification?

   Yes ☐ No ☐

   If yes, please explain:

   _____________________________
   _____________________________
   _____________________________

3. Within the previous five (5) fiscal years, has your Firm failed to complete a project?

   Yes ☐ No ☐

   If yes, state the name of the project, the Firm responsible, and the reason for failure to complete.

   _____________________________
   _____________________________
   _____________________________

4. Within the previous five (5) fiscal years, has your Firm been involved in litigation?

   Yes ☐ No ☐

   If yes, state the name of the project, the Firm responsible, and explain the nature and current status.

   _____________________________
   _____________________________
   _____________________________
5. Within the previous five (5) fiscal years have there been any liquidated damages, penalties, liens, defaults, or cancellations imposed or filed against your Firm?

   Yes [ ] No [ ]

If yes, state the name of the project, the Firm responsible, and explain the nature and current status.

________________________________________________________________________

________________________________________________________________________

6. Within the previous five (5) fiscal years, has your Firm declared bankruptcy?

   Yes [ ] No [ ]

If yes, please explain:

________________________________________________________________________

________________________________________________________________________

7. Provide letters of reference and recommendations from previous owners and architects/ construction managers and attach to this questionnaire.

B. ABILITY

Firm Name: ______________________________________________________________

Complete the following:

Itemize projects for the previous five (5) year period by:

Contract Name, Contract Amount and indicate any value of uncompleted work.

C. RELATED BUILDING EXPERIENCE

The next two pages are forms which should be duplicated as necessary to list your firm’s Completed Projects and Current Projects.
COMPLETED PROJECTS

Major consideration will be given to the successful completion of previous projects of comparable in scope and complexity.

List the most recently completed projects that best illustrate the experience of the Firm and the current staff being assigned this project. List no less than three (3) nor more than ten (10) projects, nor projects which were completed more than ten (10) years ago. *(Duplicate this page as necessary to list projects)*

**Project Description**

Project Name: ________________________________

Project Location: ________________________________

Project Scope: ________________________________

Project Size: ____________________

*(gross square feet)*

Original Contract Amount: $________

Final Contract Amount: $________

Explain Differences in Contract Amounts: ________________________________

**Firm’s Role in the Project**

Firm’s Responsibility: ________________________________

(Construction Manager, General Contractor, Design/Build, etc.)

Project Staff:

Principal in Charge: ________________________________

Project Manager: ________________________________

Superintendent: ________________________________

Other: ________________________________

**Project Duration**
Completion Dates:

Original: 

Revised: 

Actual: 

Explain Differences in Completion Dates

Owner Information

Owner: 

Contact Person & Title: 

Address: 

Telephone: ( ) Fax: ( )

Architect/Engineer Information

Project Architect / Engineer: 

Contact Person: 

Title: 

Address: 

Telephone: ( ) Fax: ( )

CURRENT PROJECTS

List and indicate the status of current projects under contract as of the date of this Application. Indicate whether the project is in progress or awarded and not yet begun. *(Duplicate this page as necessary to list projects)*

Project Description

Project Name: 

Project Location: 

Project Scope: 

21
Project Size: 
(gross square feet) 

Total Amount of Your Contract: $ 
Uncompleted Amount of Contract: $ 

Firm’s Role in the Project 
Firm’s Responsibility: 
(Constructor Manager, Project Manager, General Contractor, Design/Build, etc.). 

Project Staff: 
Principal in Charge: 
Project Manager: 
Superintendent: 
Other: 

Contact Information 
Contract Status: 
(Awarded & Not Yet Begun, In Progress, In Progress & Stopped, etc.) 

Explanation: 
Is the Project on schedule? Yes ☐ No ☐ 
If no, please explain: 
Other: 

Owner Information 
Owner: 
Contact Person & Title: 
Address: 

Telephone: ( ) Fax: ( )
Architect/Engineer Information

Project Architect/Engineer

Contact Person: _____________________________________________________________

Title: _________________________________________________________________

Address: ______________________________________________________________

Telephone: (     )  Fax: (     )