

**Request for Qualifications**  
**At-Risk Construction Management Services – Charles W. Lamar Studio**  
**RFQ 8-2014/2015**



**Due: May 27, 2015 @ 2:00 PM, Local Time**

**This document serves to provide interested parties with specific information as to the procedures for selection of Professional Services in compliance with F.S. 287.055, Consultant’s Competitive Negotiation Act.**

**Table of Contents**

REQUEST FOR QUALIFICATIONS .....	2
PROJECT DESCRIPTION.....	2
RFQ SCHEDULE.....	4
PROPOSAL EVALUATION CRITERIA .....	5
EVALUATION PROCESS.....	5
INSTRUCTIONS FOR PREPARING PROPOSALS.....	7
GENERAL CONDITIONS.....	9
SIGNATURE PAGE.....	17
STATEMENT OF NON-SUBMITTAL OF QUALIFICATIONS .....	18
DRUG FREE WORKPLACE .....	19
QUALIFICATIONS CERTIFICATION .....	20
DISPUTES DISCLOSURE FORM.....	21
PUBLIC ENTITY CRIMES .....	22

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**REQUEST FOR QUALIFICATIONS**

The District Board of Trustees of Pensacola State College located at 1000 College Blvd., Pensacola, FL 32504, in accordance with Florida Statute 287.055 is accepting sealed, qualifications (“Statements of Qualifications”) for At-Risk Construction Management Services, Charles W. Lamar Studio.

Questions regarding responses to this Request for Qualifications should be in writing by email to Director of Purchasing and Auxiliary Services at [purchasing@pensacolastate.edu](mailto:purchasing@pensacolastate.edu) by the date listed in the RFQ Schedule. The subject line must reference the RFQ number and Title.

Public meetings are listed on the RFQ Schedule and will be held at 1000 College Blvd., Building 7, Room 736, Pensacola, FL 32504.

Any Firm requiring special accommodations at any of the public meetings regarding this Request for Qualifications due to a disability or physical impairment should contact Cassie Boatwright, Director of Purchasing and Auxiliary Services, [purchasing@pensacolastate.edu](mailto:purchasing@pensacolastate.edu) at least three (3) working days prior to any meeting.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with College personnel related to this solicitation is permitted. All communications shall to be directed to the Director, Purchasing and Auxiliary Services listed above. Any such unauthorized contact may result in the disqualification of the Respondent’s submittal.

**RFQ SCHEDULE**

<b>TIME</b>	<b>DAY/DATE</b>	<b>DESCRIPTION</b>
	<b>Advertise RFQ</b>	May 8, 2015
2:00 PM	<b>May 19, 2015</b>	Questions regarding RFQ due
2:00 PM	<b>May 27, 2015</b>	RFQ due
2:00 PM	<b>June 3, 2015</b>	Meeting to review, rank, and Shortlist Proposals
1:00 PM	<b>June 9, 2015</b>	Interview Shortlist and Final Ranking
5:00 PM	<b>June 16, 2015</b>	Final ranking approved by Board of Trustees and approval to negotiate and execute a contract.

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## **PROJECT DESCRIPTION**

The approximately 7,000 square foot addition to the Anna Lamar Switzer Center for Visual Arts on the corner of Ninth Avenue and Airport on the Pensacola Campus of Pensacola State College, 1000 College Blvd., Pensacola, FL 32504 to include multiuse space for educational instruction, public lectures and publicly displayed artworks and will be designed as an accredited art gallery.

The College requires the project meets the minimum LEED Requirements for Certification to be determined by the design team.

### **Architect-Engineer**

The Owner has contracted with Sam Marshall Architects to provide Architect/Engineer Services for the project. The A/E shall retain all normal architectural responsibilities for professional design, cost control, schedule and quality assurance including normal construction administration services as called for in their contract with the College.

### **Method of Compensation**

Compensation will be by a Negotiated Fixed Fee for Pensacola State College. It is the College's intent to then negotiate a contract with the CM based on professional fees for pre-design and construction phase services using the construction management at-risk with Guaranteed Maximum Price (GMP) delivery process. The agreement between the Owner and the CM will be a form of agreement where the basis of payment is the cost of the work plus a fee which will be converted to a GMP upon substantial completion of the contract documents and successful negotiations with the CM. The Project will be "open book" with all savings, including unused contingency, returned to the Owner.

### **Programmatic Requirements**

The Construction Manager shall assist in programming the work in conjunction with the College's concurrent use of the building.

### **Project Budget**

The project budget is \$1,500,000.

## **SCOPE OF WORK**

Initial Construction Management services shall consist of pre-construction services during the planning and design phase. The College intends to retain the same construction manager for the construction phase of the project. The CM will work in concert with the College and the A/E towards the successful completion of the project on schedule, within the stated cost limitation, in compliance with the contract documents, and adhering to the requirements of the authorities having jurisdiction.

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

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

### **Construction Management Services to be provided:**

#### **1. Design Phase**

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

- A. Work with architect's team, College personnel and College's Building Code Official to determine affordability and constructability.
- B. Submit for approval by the Architect and the College's Representatives applicable cost and time savings incentive programs.
- C. Review design documents at various stages of development and provide value-engineering recommendations as necessary.
- D. Review design documents to minimize errors and omissions.

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- E. Prepare cost estimates and update as needed to establishing the Guaranteed Maximum Price.
  - F. Coordinate with Architect to finalize the construction documents.
  - G. Prepare for approval a schedule of proposed hourly rates to be used in assessing the Construction Manager's fixed fee for pre-construction services.
  - H. Review the current budget issues and guarantee a maximum price based on the one hundred percent (100%) complete Construction Documents and successful negotiations with the Owner. The Guaranteed Maximum Price will include the Construction Manager fees for their construction services and all other project related construction costs.
  - I. Establish the master project schedule identifying all different phases and all milestone items.

## **2. Bidding and Award Phase Services**

Any costs associated with Bidding and Award Phase Services should be included in General Conditions costs negotiated as part of the GMP.

Bidding and Award Phase Services shall include, but are not limited to the following:

- A. Develop bidding requirements necessary to assure time, cost and quality control during construction.
- B. Advertise and distribute bidding documents for subcontractor participation.
- C. Schedule and conduct pre-bid conferences in conjunction with the Architect.
- D. Monitor bidder activity to insure adequate contractor and vendor participation.
- E. Receive and analyze bids for presentation to the project team.
- F. Reconcile variations between bids and the construction budget.
- G. Contract with successful bidders for construction.
- H. Establish the final GMP upon completion of subcontractor bid process.

## **3. Construction Phase Services**

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

- A. Develop requirements for safety, quality assurance, and schedule adherence.
- B. Schedule and conduct pre-construction conferences in conjunction with the Architect.
- C. Maintain on-site staff for construction management.
- D. Maintain a system for tracking the timely submittal, review and approval of submittals.
- E. Coordinate, conduct and document regular construction meetings.
- F. Prepare and submit change order documentation for approval of the Architect and the Owner.
- G. Maintain on-site records and submit monthly progress reports to Architect and the Owner.
- H. Maintain quality control and ensure conformity to contract documents.
- I. Administration of the construction contract and reconciliation with the construction budget.
- J. Arrange for and comply with permits and inspections required by authorities having jurisdiction.
- K. Develop and maintain a detailed design and construction schedule (CPM).
- L. Documentation of activities associated with the administration, management and construction.
- M. Monthly certification of all work in place and approval of all contractor and vendor payment requests.
- N. Develop record documents for presentation to the Owner upon project completion.
- O. Coordinate, schedule and document the ordering of equipment and materials for construction utilizing the Owner Direct Purchasing program.

## **4. Closeout and Warranty Phase Services**

Closeout and Warranty Phase Services shall include, but are not limited to the following:

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

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## **PROPOSAL EVALUATION CRITERIA**

Award of any contract(s) will be based on the following criteria, as addressed in the Statement of Qualifications by the Firm. References to “project” in the evaluation criteria are related to potential projects within the services described in this Request for Qualifications.

1. **Construction Management Team (45 Points)**

List the makeup of your team, including the names and addresses of sub consultants, if any. The College will be looking for the experience level and background of team members and the degree to which previous experience demonstrates the ability to provide the services in a professional and timely manner. Indicate who in your team will be the primary contact person for the Owner.

2. **Previous Experience (25 points)**

Provide descriptions of recent projects, for which your team has been the lead project manager, including details of cost, and relevance to the project. Outline your team’s experience with Higher Education projects.

3. **Services and Quality Control (15 Points)**

List all services your firm can provide to the College. The College will rely on you to provide a high quality product and to insure that the contractor meets the specifications that you and the College outline. Explain how you will maintain high quality design and enforce high quality construction.

4. **References (15 Points)**

List four clients for whom you have provided services in the past four years. These references should have had direct contact with the primary staff proposed on this project. Give a brief scope of work for each project. Provide the contact person’s name, current telephone number and email address. Provide two clients and contractor references for projects currently under construction, or completed within the last year, including contact names and current telephone numbers and email address.

## **EVALUATION PROCESS**

1. **EVALUATION METHOD:**

- A. The College will appoint an evaluation committee to evaluate proposals, and to recommend a ranked short list of finalists to start negotiations for a contract.
- B. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College’s decisions will be final.
- C. The evaluation committee will evaluate and rank all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.

2. **NON-RESPONSIVE PROPOSALS:**

- A. Non-responsive proposals will be rejected by the Purchasing Department, and may not be distributed to the evaluation committee for consideration. Additionally, the evaluation committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
  - 1. Failure to sign the proposal
  - 2. Failure to acknowledge addenda (unless all changes are not material)
  - 3. Failure to provide required submittals/documentation
  - 4. Submission of a late proposal
  - 5. Firm does not meet minimum requirements

3. **SHORT LISTING:**

- A. Upon completion of the evaluation of all written proposals, the evaluation committee shall recommend a ranked short list of firms.
- B. Only those firms with the highest scores rated in accordance with the above criteria and their weights will be ranked.
- C. The list of short listed firms will be posted in the Office of Purchasing and Auxiliary Services and may be posted to/in additional areas.

4. **NOTIFICATION OF SHORTLISTING:**

- A. An email will be sent to those firms who have been short listed, notifying them of their rank.

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5. **INTERVIEWS:**

The short-listed firms will be requested to enter into an interview/mock partnering session. During the partnering session, the CM is to demonstrate its ability to collaborate with the Owner in defining needs and desires for the project. The CM is responsible for managing and facilitating the session including arranging for any materials required (the content and form of the session is to be designed by the CM). During the session, the CM is to address and demonstrate the CM's capabilities in each area indicated in the criteria chart above and as explained below. The Selection Committee will arrange for a room to hold the session; all CM's mock partnering sessions will be held in the same room and each team will be given the same amount of time.

Interviews will be ranked 1<sup>st</sup> = 1 point, 2<sup>nd</sup> = 2 points, 3<sup>rd</sup> = 3 points, 4<sup>th</sup> = 4 points, etc by each committee member. The firm with the lowest score for the interview will be recommended for award.

**INTERVIEW EVALUATION CRITERIA:**

**A. Understanding of Needs**

Major consideration will be given to those firms demonstrating the ability to understand the College's unique program needs for phased funding of the project and demonstrate such understanding during the partnering session. Each CM will be expected to demonstrate their knowledge of any site conditions, permit conditions, and any other local conditions that have bearing on the project during the partnering session.

**B. Overall Approach and Methods**

The CM is expected to reflect the approach and methods the team will use during the design and construction phases of the project during the partnering session. The method(s) used to illustrate the approach and methods of the session are to be similar to the approach the CM will use throughout the project should the team be awarded it.

**C. Schedule and Cost Control Abilities**

The CM is to use the partnering session to demonstrate how cost and schedule controls will be exercised during the project.

**D. Proposed Project Staff Functions**

The CM is to demonstrate throughout the partnering session which employees will perform the different functions required during the project. It is strongly encouraged that the key personnel described in the organizational chart attend and participate in the partnering session and demonstrate to the committee the functions that each individual will perform during the project.

**E. Financial Statements**

Provide one copy of the company's **financial statements** for the last **three (3) years** is required. Internally prepared, compiled, reviewed and audited statements are acceptable. The College may require the Firm to submit additional financial information necessary to for evaluation.

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## **INSTRUCTIONS FOR PREPARING PROPOSALS**

### **PROPOSAL FORMAT:**

- A. For ease of evaluation:
  1. The proposal should be submitted on 8 ½ x 11 paper, portrait orientation
  2. With headings and sections numbered
  3. The sections should be separated by using divider tabs for easier reference
- B. The proposal should be divided by tabs into sections with references to parts of the RFQ done on a section-by-section basis.

### **PROPOSAL SUBMITTAL:**

#### **A. Basic Submittal Information:**

1. **Letter of Intent:** This letter will summarize in a brief concise manner, the firm understands the Scope of Work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed one (1) page in length.
2. **Acknowledgement of Addenda:** Include the signed and dated acknowledgement page of the last/final addendum issued by the College, if applicable.
3. **Signature Page**
4. **Qualifications Certification Form**
5. **W9 Form**
6. **Corporate Information:** If firm is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying firm's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the state of Florida.
7. **Subsidiaries:** Name any subsidiary or affiliated companies in which principals have a financial interest. Explain in detail the principal's interest in this company.
8. **History of Firm:** Indicate in chronological order the firm's history.
9. **Bankruptcy:** Indicate whether your firm has filed for bankruptcy within the previous seven (7) years.
10. **Drug Free Workplace (DFW):** If applicable provide a statement concerning the firm's status as a drug free workplace.
11. **Properly signed Public Entities Crime Statement**

#### **B. Construction Management Team:**

1. **Organizational Chart:** Provide an organizational chart, as it will relate to this project, indicating key personnel and their relationships. Indicate each staff member's assignments and responsibilities. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Indicate which positions are full time and part time.
2. **Principle's Credentials:** List experience of each principle within the firm assigned to this project. Include current job description, resume, education/college degrees, licenses, and professional certifications. Indicate the number of years with the company and if all experience is while employed by the firm's firm.
3. **Project Personnel:** Designate persons that will be assigned to this project. For each of the project personnel, provide the following information:
  1. Name, title and assignment for this project
  2. Resume which includes:
    - A. Number of years with this company
    - B. Number of years with other company(s)
    - C. Experience: Names of projects, size and types of projects, and specific project involvement.
  3. Education/Degrees earned
  4. Active registration/certification/licenses
  5. Current job description
  6. Other experience and qualifications which are relevant to this project
  7. Percentage of time assigned to this project

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4. **Support Personnel:** Provide details on the qualifications of the individuals who will perform the support work on the project. List experience of each support person on the firm assigned to this project including current job description, resume, college degrees, and professional certificates. Indicate the number of years with this company and if all experience is while employed by the firm's firm.
  5. **Sub-Consultants:** Include your major sub-consultants qualifications/information.

**C. Previous Experience:**

This submission should include:

1. **Company Credentials:** Provide a brief statement of qualifications that includes the firm's size, geographic location in relation to the project, and the office that will support the contract for this project. Detail any information that would give the firm an advantage in completing this project. Describe your firm's experience with Owner Direct Purchases as an integral part of the acquisition of materials and equipment during project construction.
2. **Current Projects:** List all "in progress" projects currently under contract. Indicate the project start date, percent completed and scheduled completion date.
3. **Recently Completed Projects:** Provide the following information for recently completed projects that best illustrate the experience of the firm and the current staff assigned this project.
  - A. Project name
  - B. Project location
  - C. Project scope
  - D. Owner
  - E. Owner contact person and title
  - F. Owner telephone
  - G. Email address
  - H. Original and final contract amounts
  - I. Explain differences in contract amounts
  - J. Firm's responsibility
  - K. Type of project  
  - L. Completion dates
    1. Original
    2. Revised
    3. Actual
  - M. Explain differences in completion dates
  - N. Principal in charge

**D. Services and Quality Control**

List Services firm can perform with in-house staff. Detail how you maintain high quality design and enforce high quality construction which complies with the specifications.

**E. References:**

1. Provide four clients you have provided services for in the past four years
  - A. Provide contact information
  - B. Provide scope of work for the project
2. Provide two client and two contractor references for projects currently under construction or completed within the last year.
  - A. Provide contact information

**Do not include as a reference:**

- References, which are located in foreign countries.
- Pensacola State College faculty or staff members

**F. Insurance:**

Provide a certificate of insurance that confirms workers compensation, general liability and property damage insurance as required by law.



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## **GENERAL CONDITIONS**

Professional firms submitting qualifications must be certified, licensed and insured to do business in the State of Florida in compliance with Florida Statutes.

**Firms:** To insure acceptance of the proposal, follow these instructions.

**SEALED QUALIFICATIONS:** The number of the proposal and the date of opening shall be shown on the envelope containing each proposal. Firms are requested to show their name and address on the envelope. All proposals are subject to the conditions specified herein and on the attached proposal documents.

Completed proposal must be submitted in a sealed envelope. **Telegraphic (fax, email, telegraph, telephone) proposals will not be accepted.**

1. **EXECUTION OF QUALIFICATIONS:** Proposals must contain an original manual signature of an authorized representative. Failure to properly sign the proposal may invalidate same, and it may not be considered for award. All proposals must be completed either handwritten in ink or typewritten.
2. **NUMBER OF COPIES:** Firms shall submit one (1) original and five (5) copies as well as one (1) digital copy on either a CD-ROM or USB flash media in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/container. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the selection committee.
3. **QUALIFICATIONS PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFQ. Regardless of the outcome of this RFQ, all Statements of Qualifications submitted in response to this RFQ, conference attendance and visits to Pensacola State College are at the sole expense of the Firm.
4. **QUALIFICATIONS SUBMISSION:** The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/container must be identified as follows:
  - Firm's name
  - Return address
  - RFQ number and title
  - Due date and time
  - Deliver to:  
Pensacola State College  
Director of Purchasing & Auxiliary Services, Cassie Boatwright  
1000 College Blvd.  
Building 7, Room 737  
Pensacola, FL 32504
5. **DUE DATE AND TIME:** **The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened.** The College will not be responsible for late deliveries or delayed mail. The time stamp located in the Purchasing Office shall serve as the official authority to determine lateness of any proposal.  
**Receipt of the proposal in the Purchasing Department after the date and time specified, due to failure by the firm to provide the above information on the outside of the envelope/container shall result in the rejection of the firm's proposal.**  
The firm may submit the proposal in person or by mail/courier service. The College cautions firms to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals.
6. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Firms of all changes in an addendum.
7. **REVISIONS AND AMENDMENTS:** The College reserves the right to revise, amend the specifications and/or drawings, or both prior to the date set for opening of RFQ. Such revisions and amendments, if any, will be announced by an addendum to the RFQ. If the revisions and amendments are of a nature which require material changes in quantities (if applicable) or prices (if applicable), the date set for the opening of the RFQ may be postponed by such number of days as in the opinion of the Director of Purchasing and Auxiliary Services that will enable Firms to revise their RFQ. In such cases the addendum will include an announcement of the new RFQ opening date. The firms shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal. Addenda will be posted to <http://www.pensacolastate.edu/business-psc/>

8. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All firms must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all firms must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm's firm or any of its branches.
9. **DISQUALIFICATION:** Any or all proposals will be rejected if there is reason to believe that collusion exists between firms. Proposals in which the prices obviously are unbalanced may be subject to rejection.
10. **PROPOSAL WITHDRAWAL:** Firms may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Firms may also withdraw their proposals in person or through an authorized representative. Firms and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Withdrawn Statements of Qualifications may be resubmitted up to the time designated for the receipt of Statements of Qualifications provided that they are then fully in conformance with the requirements of the RFQ. Once opened, all proposals become the property of the College and will not be returned to the firms.
11. **POSTING OF RESULTS:** Proposal tabulations with recommended awards will be posted to <http://www.pensacolastate.edu/business-psc/> and it will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
12. **ADDITIONAL INFORMATION:** No additional information may be submitted, or follow-up performed by any firm after the stated due date of a formal presentation to the selection committee, unless specifically requested by the College.
13. **CONTRACTUAL AGREEMENT:** This Request for Qualifications in its entirety shall be included and incorporated in the final contract awarded as a result of this Request for Qualifications. The order for contract precedence will be the contract, proposal document and response. Any and all legal actions associated with this Request for Qualifications and/or the resultant contract shall be governed by the laws of the State of Florida. In the event the language in the contract itself should conflict with the terms of this RFQ, the contract shall prevail. There is no obligation on the part of the College to enter into any contract as a result of this RFQ. The College reserves the right to enter into one contract with a single firm for all services, or award multiple contracts to multiple firms, whichever is in the best interest of the College and based on the criteria listed in this RFQ, pursuant to 119.071 (2), Florida Statutes.
14. **PUBLIC RECORDS:** Upon award or thirty (30) days after opening, whichever is earlier, proposals become "public records" and shall be subject to public disclosure consistent with chapter 119.07(1), Florida Statutes. Firms must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Firms are hereby notified that any part of the Statements of Qualifications, 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).
15. **INQUIRIES/INTERPRETATIONS:** All firms shall carefully examine the RFQ documents. Firms are expected to examine, as applicable, the terms and conditions, specifications, Scope of Work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Purchasing Department no later than the date specified within the RFQ schedule. Any interpretation or changes to the RFQ will be made in the form of a written addendum.
16. **QUALIFIER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal.
17. **PUBLIC OPENING/EVALUATION:** Proposals shall be publicly opened on the date and time specified herein unless changed by Addendum. A Proposal may not be altered after the opening of the Proposals. A late modification of the proposal from the otherwise successful Firm offering more favorable terms to the College will be accepted. Upon receipt of proposals, a selection committee will select qualified candidates based on criteria contained herein. At the discretion of the Director of Purchasing and Auxiliary Services, qualified short listed responders will be contacted to give oral presentations after the initial review of all proposals.
18. **ACCURACY OF QUALIFICATION INFORMATION:** Any firm which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
19. **ADVERTISING:** In submitting a proposal, the firm agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.

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20. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the RFQ prior to their performance, it shall be the responsibility of the firm to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.
21. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where firms are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the firm will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The firm shall be liable for any damages or loss to the Board occasioned by negligence of the firm (or agent) or any person the firm has designated in the completion of the contract as a result of his or her proposal.
22. **DRUG FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
23. **CANCELLATION:** In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days immediate cancellation may be made. Pensacola State College reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.
24. **TERMINATION:**  
The Firm will serve at the will and pleasure of the College. Either party may cancel the Contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the Contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the Firm will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice, except as otherwise directed by the College, the Firm shall:
- Stop orders/work on the date and to the extent specified.
  - Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
  - Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.
  - Continue and complete all parts of the work that have not been terminated.
- If a contract is awarded as a result of this RFQ and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate and award a new contract to the next ranked firm or to issue a new RFQ, whichever is determined to be in the best interest of the College.
25. **SEVERABILITY:** If any provision of a contract 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.
26. **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 submit a proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-firm 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 Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By signing the proposal, the vendor attests they have not been placed on the convicted vendor list.
27. **ACCEPTANCES AND REJECTION:** The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that firm who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of

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- any firm who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award.
28. **JOINT VENTURES**: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFQ.
  29. **DISPUTES AND PROTESTS**: Failure to file a protest within the amount of time prescribed in FS 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
  30. **FAMILIARITY WITH LAWS**: All firms are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this RFQ. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
  31. **EQUAL OPPORTUNITY**: The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, religion, age, disability, marital status, national origin, and gender. The firm agrees to make no distinction in its employment practices on the basis of race, color, religion, age, sex, marital status, or national origin and neither shall discriminate against any qualified person with disabilities in such practices. Firm agrees to adhere to any and all applicable State and Federal Civil Rights Laws. Pensacola State College does not discriminate on the basis of race, ethnicity, national origin, gender, age, religion, marital status, disability, sexual orientation and genetic information in its educational programs and activities. The following person has been designated to handle inquiries regarding non-discrimination policies: Dr. Gael Frazer, Assoc. Vice President, Institutional Diversity at (850)484-1759, Pensacola State College, 1000 College Blvd. Pensacola, Florida 32504
  32. **MINORITY BUSINESS ENTERPRISE PARTICIPATION**: The College strongly encourages small, minority and/or women owned Firms or joint venture Firms to submit proposals. Minority/Women Business Enterprises that file false status of their M/WBE status may be found guilty of a felony of the second degree and be barred from bidding with Pensacola State College for thirty-six (36) months pursuant to 287.094 Florida Statutes. Contractors should take all necessary and reasonable steps to ensure minority businesses have the opportunity to compete and perform contract for the College in a nondiscriminatory environment. The awarded contractor will be asked to submit quarterly reports showing actual expenditures with MBE subcontractors used.
  33. **DEFAULT**: In the event of default on a contract, the successful firm shall pay to the Board, as liquidated damages \$50.00 per day. Further, the successful firm shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.
  34. **INVOICING AND PAYMENT**: Payment will be made by the buyer after the service awarded to a firm has been received, inspected, and found to comply with award specifications, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
    - Timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order or contract, and submit to Accounts Payable at the address indicated on the purchase order.
    - All invoices shall clearly referencing the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
    - The invoice shall also contain the firm's Federal Employer Identification Number (F.E.I.N.).
    - Pensacola State College terms are "Net 30" after acceptance of goods or services and receipt of an acceptable invoice as described herein.
    - The College reserves the right to pay invoices via credit card payment without additional fees.
  35. **ANTI-DISCRIMINATION**: The firm certifies that he or she is in compliance with the non-discrimination clause 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.
  36. **OSHA**: The firm warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
  37. **AFFIRMATION**: By submission of a proposal, the firm affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the

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same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Firm agrees to abide by all conditions of this RFQ and the resulting contract.

38. **INDEMNIFICATION:** To the fullest extent permitted by law, the firm shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the firm or other person utilized by the firm in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

The firm, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the firm. Further, if such a claim is made or is pending, the firm may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the firm and receive reimbursement. If the firm used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

39. **VERIFICATION OF EMPLOYMENT:** In accordance with State of Florida Office of the Governor executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Pensacola State College.

40. **PROHIBITION AGAINST CONTINGENT FEES:** By submitting the Firm's Statement of Qualifications, the Firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the Firm from future contracts with Pensacola State College for a period up to five (5) years.

41. **OPEN COMPETITION:** The College encourages free and open competition among Firms. Whenever possible, specifications, qualification 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 Firm's signature on its Statement of Qualifications guarantees that the Firm, 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.

42. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.

43. **DEBARMENT:** Pensacola State College, when using Federal funds may not solicit offers from, award contracts to or consent to sub-contract with contractors debarred, suspended or proposed for debarment, and may disapprove or not consent to the selection (by a contractor) of an individual to serve as a principal investigator, as a project manager, in a position of responsibility for the administration of Federal funds, or in another key personnel position, if the individual is listed in the Excluded Parties List System (EPLS). Also, the College shall not conduct business with an agent or representative of a contractor if the agent's or representative's name is listed in the EPLS. The College shall review the EPLS before conducting a pre-award survey or soliciting proposals, awarding contracts, renewing or otherwise extending the duration of existing contracts, or approving or consenting to the award, extension, or renewal of sub-contracts.

44. **LOBBYING:** Firm or Contractor is prohibited from using funds provided under this RFQ for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

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45. **RECORDS OF RETENTION:** Contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General as per Federal Acquisition Regulation 52.212-5 Subpar 4.7.
  46. **ASSIGNMENT:** Neither this Request for Qualifications nor any duties or obligations assumed under any agreement or contract(s) resulting from this Request for Qualifications shall be assigned by Firm without prior written consent of the College.
  47. **FIRM WARRANTY OF ABILITY TO PERFORM:** Firm shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the Firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the Firm's obligations or diminish the Firm's obligations or diminish the Firm's financial ability to perform the terms of any proposed contract with the College.
  48. **INDEPENDENT FIRM:** 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 Firm the agent or representative of the College for any purpose in any manner whatsoever. Firm is, and shall remain, an independent contractor with respect to all services performed.
  49. **QUALIFICATIONS MODIFICATION:** A Firm may change the Statement of Qualifications at any time prior to opening; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Statement of Qualifications, which are addressed in the same manner as the Statement of Qualifications, and are received by the College's Director of Purchasing and Auxiliary Services, Attn: Cassie Boatwright before the scheduled opening time will be accepted. The Statements of Qualifications, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope; which is plainly marked A Modification of Qualifications with the Firm's name.
  50. **AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2010:** If special accommodations are required in order to attend the Pre-proposal meeting and/or the Statement opening, contact Cassie Boatwright, Director of Purchasing and Auxiliary Services at [purchasing@pensacolastate.edu](mailto:purchasing@pensacolastate.edu)
  51. **PROPOSED MATERIALS:** The material submitted in response to the Request for Qualifications becomes the property of 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 Firm.
  52. **PROPRIETARY MATERIAL:** All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
  53. **OWNERSHIP OF WORK PRODUCTS:** The College will be considered the owner of all work products produced under any contract that results from this RFQ.
  54. **ERRORS AND OMISSIONS:** The Firm 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 Firm suspect any error, omission, or discrepancy in the specifications or instructions, the Firm shall immediately notify the College, in writing, and the College shall issue written instructions to be followed. The Firm is responsible for the contents of its Statement of Qualifications and for satisfying the requirements set forth in the RFQ.
  55. **FIRM'S RESPONSIBILITY:** It is understood and the Firm hereby agrees it shall be solely responsible for all services it proposes, notwithstanding the detail present in the RFQ.
  56. **PROPOSAL REJECTION:** The College shall have the right to reject any or all Statements of Qualifications and in particular to reject a Statements of Qualifications not accompanied by data required by the RFQ or a Statements of Qualifications in any way incomplete or irregular. Conditional Statements of Qualifications will not be accepted.
  57. **PERFORMANCE INQUIRY:** As part of the evaluation, the College may make inquiries to determine the ability of the Firm to perform the work. Please provide references as stated in the Previous Experience section of the Instructions for Preparing Proposals in this RFQ, preferably from other educational institutions, that shall include the complete name, address, telephone number, and contact person.
  58. **GOVERNING LAW AND 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 Firm hereby agree that venue shall lie in Escambia County, Florida.

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**59. PERFORMANCE AND PAYMENT BOND:** For individual projects at \$200,000 or more, a payment a performance bond shall be in a sum not less than 100% of the project amount where the bonding company would be required to complete the contract to its expiration and pay any additional premium cost involved for a second contractor to complete the work. The College must be completely satisfied with the surety company and the surety company must be licensed to conduct business in the State of Florida. The bonds, along with the appropriate Power of Attorney, shall be delivered to the Director of Purchasing and Auxiliary Services no later than 7 calendar days after receipt of the notice to award of the project.

**60. TAX EXEMPTION**

The College does not pay federal, excise, and state sale taxes. The applicable tax-exempt numbers are: Florida Sales Tax: 85-8012557294C-2 and FEID # 59-1207555.

**65. INSURANCE REQUIREMENTS**

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

**A. Minimum Limits:**

1. General Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
  - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$500,000 for each person
  - b. Not less than \$500,000 for each incident
  - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
  - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
  - b. \$100,000 for each disease
  - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
5. The Contractor shall provide builder's risk insurance, at replacement cost, covering the full value of the construction being performed, including where applicable, the existing structure. Such policy shall be written on causes of loss special form policy, and shall include coverage for reasonable compensation for the Architect/Engineer's services and expenses required as a result of such insured loss. This insurance shall insure the interests of the Contractor, subcontractor and sub-subcontractor in the Work. Property covered by the insurance shall include temporary building(s) or structure(s) at the Project site, other than any of Contractor's office trailer(s). In addition, such insurance shall cover portions of the Work stored off the site, after written approval from the College, at the value established in the approval, and portions of the Work in transit. The District Board of Board of Trustees, Pensacola State College shall be named as additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interest endorsement.

The deductible under the policy shall not exceed \$5,000.00. The College shall not be liable for amounts that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

When the Work includes the repair, removal, installation and/or testing of live steam boilers, valves, pipes or lines, then such insurance shall include boiler and machine coverage, written on an ISO form or its equivalent.

A loss or losses insured under this insurance policy shall be adjusted by the Contractor and its insurance company. The Contractor shall repair or replace the damaged property with the proceeds from the builder's risk policy. The Contractor shall be responsible for all damages and necessary repairs whether or not the loss is covered by the builder's risk policy.

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6. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with not less than the following limits:  
Personal Injury Liability: \$500,000 Each Person and \$1,000,000 Each Occurrence  
Bodily Injury Liability: \$500,000 Each Person and \$1,000,000 Each Accident  
Property Damage Liability: \$100,000 per Claimant and \$500,000 per Occurrence.

A copy of the policies shall be filed with the Owner, with the signed construction contract. This insurance shall include the interests of the Owner, the Contractor, Subcontractor, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment.

**B. Conditions:**

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
3. The College's Director of Purchasing and Auxiliary Services or designee may verify ratings at A.M. Best's website: [www.ambest.com/](http://www.ambest.com/) (regarding item 1B2 above)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

**1. MISREPRESENTATION:**

Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

**2. GOVERNMENTAL ENTITIES:**

In the event the firm is a governmental entity, different insurance requirements may apply.



**SIGNATURE PAGE**

**(Please type or print clearly in ink for reproduction purposes)**

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

Firms certify by their signature they have read and understand the conditions and specifications of this Statement of Qualifications and they have the authority, capacity, and capability to perform to the conditions and specifications of this Request for Qualifications and Pensacola State College's Purchase Order Terms and Conditions.

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**STATEMENT OF NON-SUBMITTAL OF QUALIFICATIONS**

This company elects to submit a "NO PROPOSAL" for this Request for Qualifications for the following reason(s):

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Signature

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Names / Titles

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Legal Name of Firm

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Mailing Address

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City / State / Zip

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Telephone Number

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**DRUG FREE WORKPLACE**

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

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

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

\_\_\_\_\_  
Firm's Signature

\_\_\_\_\_  
Date

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**QUALIFICATIONS CERTIFICATION**

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Signature \_\_\_\_\_

Name(s) and Title(s) \_\_\_\_\_

Legal Name of Firm \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Date \_\_\_\_\_

**NOTE:** Please return to Pensacola State College with your proposal.

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**DISPUTES DISCLOSURE FORM**

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Company Name Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature Title \_\_\_\_\_

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**PUBLIC ENTITY CRIMES**

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

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

This sworn statement is submitted to:

\_\_\_\_\_ (print name of the public entity)

By \_\_\_\_\_ (Print name of entity submitting sworn statement)

Whose business address is

\_\_\_\_\_ And (if applicable) its Federal Employer Identification No. (FEIN) is:

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

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

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

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

A predecessor or successor of a person convicted of a public entity crime: or

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

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 proposals or applies to proposal 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.

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

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

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT**

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**IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_. My commission expires \_\_\_\_\_ (Type of identification)

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

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