

BOARD OF TRUSTEES  
ST. PETERSBURG COLLEGE  
FACILITIES PLANNING & INSTITUTIONAL SERVICES



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CONTINUING CONTRACT FOR CONSTRUCTION SERVICES FOR  
MISCELLANEOUS PROJECTS COLLEGEWIDE

**REQUEST FOR QUALIFICATIONS**

SPC#01-15-16

ISSUE DATE: July 6, 2015

**QUALIFICATIONS DUE:**

**July 23, 2015, 3:00PM Eastern Daylight Time (EDT)**

**Physical Address:**

**St. Petersburg College  
Facilities Planning & Institutional Services  
Epi Services Building  
14025 58<sup>th</sup> Street North  
Clearwater, FL 33760**

**Mailing Address:**

**St. Petersburg College  
Facilities Planning & Institutional Services  
P.O. Box 13489  
St. Petersburg, FL 33733**

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# PUBLIC NOTICE

## LEGAL NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ) FOR CONTINUING CONTRACT FOR CONSTRUCTION SERVICES FOR MISCELLANEOUS PROJECTS COLLEGEWIDE

PUBLIC ANNOUNCEMENT FOLLOWING PROCEDURES OF THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT, PURSUANT TO SECTIONS 1013.23 AND 287.055, FLORIDA STATUTES

### **RFQ #SPC#01-15-16**

St. Petersburg College (hereafter "SPC" or the "College") announces Continuing Contract for Construction Services for Miscellaneous Projects Collegewide to be performed by a qualified Contractor in the State of Florida to provide pre-design activities, design phase, bid and award phase, and construction services.

The college has a need to select multiple contractors to provide miscellaneous construction services for miscellaneous projects, collegewide. The types of projects that will be performed under these contracts will include general renovation, remodeling, construction, demolition and maintenance projects including, but not limited to, the following: site work, paving, concrete, utility system improvements; HVAC renovations and replacement, chilled and hot water systems; voice, video and data networking; electrical systems improvements; building and site security systems; roof replacement; parking lots and improvements; Safety-to-Life upgrades (fire, health, sanitation); ADA upgrades; renovations, relocations and set-ups of relocatables and classrooms; miscellaneous remodeling/renovations to buildings, Collegewide; and other miscellaneous projects as may be deemed necessary.

Total estimated value of projects range from \$35,000 to \$325,000 for a period of one (1) year with the ability to renew for additional years based upon acceptable performance.

It is anticipated that the college will select the most highly qualified **four to five firms** and distribute the work among those firms in an equitable manner based on each firm's ability to perform the work on each specific project. The term of the award is one year with an option to renew based on mutual agreement between the selected firms and the St. Petersburg College Board of Trustees. At the college's discretion, fees for each individual project will be determined based on proposals from the firm or based on other mutually agreeable construction delivery methods; CM@Risk, Design-Build, etc.

Applicants for the project must apply in writing for consideration. Interested firms must submit the information required by the Request for Qualifications (RFQ) application packet, which includes but is not limited to:

- 1) the firm's history, structure, personnel, licenses and experience;
- 2) related projects similar in scope or amount completed by the company, including name of the client or client representative;
- 3) financial information such as balance sheet and statement of operations;
- 4) project management, scheduling, and cost control systems the company uses for similar projects;
- 5) proposed beneficial community impact in the project;
- 6) cost control and value engineering techniques; and
- 7) description of litigation, major disputes, contract defaults and liens in the last five (5) years.

The application process will also include:

- 8) an interview and/or presentation with the five to eight shortlisted firms; and
- 9) confirmation of references.

All firms interested in being considered for selection must obtain the RFQ packet from the College Purchasing website at [www.spcollege.edu/puchasing](http://www.spcollege.edu/puchasing). RFQs are expected to be made available on July 6, 2015. Any questions regarding the RFQ must be sent in writing to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services at [Waechter.Jim@spcollege.edu](mailto:Waechter.Jim@spcollege.edu). All questions must

be submitted no later than 3:00 p.m. EDT on Monday, July 13, 2015 to obtain a response. Response to the questions will be posted to the college website [www.spcollege.edu/puchasing](http://www.spcollege.edu/puchasing) by Thursday, July 16, 2015. Firms interested in being considered for selection must email an electronic (PDF) copy of their Statement of Qualifications to [Waechter.Jim@spcollege.edu](mailto:Waechter.Jim@spcollege.edu), or mail a thumb drive or Compact Disc (CD) containing the Statement of Qualifications to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, St. Petersburg College, P.O. Box 13489, St. Petersburg, Florida 33733, or hand deliver an electronic copy of the Statement of Qualifications to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, 14025 58<sup>th</sup> Street North, Clearwater, Florida 33760. Statements of Qualifications must be received by the College **no later than 3:00 p.m. EDT on Thursday, July 23, 2015. The time of receipt will be determined by the College's time-keeping device only and the College will not be responsible for late submissions or delays in delivery.**

Following review of the Statements of Qualifications by the Screening Committee, five (5) to eight (8) shortlisted firms will be asked to interview (if necessary) with the Selection Team (tentatively) on Friday, August 7, 2015. Any addendum to this RFQ will be submitted electronically through the College Purchasing website, so interested firms are encouraged to monitor this site often to ensure they attain the most recent updates. An award is expected to be announced at the College's Board of Trustees meeting on August 18, 2015.

In addition to all other rights of the College under Florida law or the Board of Trustees Rules and College Procedures, the College specifically reserves the following:

- a) The College reserves the right to rank firms pursuant to relative Florida Statute and/or Florida Administrative Code and to negotiate with the highest-ranking firms.
- b) The College reserves the right to reject this RFQ.
- c) The College reserves the right to reject any and all Statements of Qualifications submitted in response to this RFQ.
- d) The College reserves the right to remedy or waive technical or immaterial errors in the RFQ or submitted Statements of Qualifications.
- e) The College reserves the right to request any necessary clarifications or statement data without changing the terms of the Statement of Qualifications.

All expenses involved in the preparation and submission of Statements of Qualifications to the College, or any work performed in connection therewith, shall be borne by the firms submitting the statement. No payment will be made for any responses received or for any other effort required of, or made by, the firms submitting the statement prior to contract management.

Any actual or prospective proposer who is allegedly aggrieved in connection with the issuance of this RFQ or pending award of contract, may protest to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, P.O. Box 13489, St. Petersburg, FL 33733. The protest must be filed in accordance with Chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, 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.

**By order of the Board of Trustees of St. Petersburg College  
St. Petersburg College is an Equal Access/Equal Opportunity Employer**

# EVALUATION PROCEDURES

## I. GENERAL INSTRUCTIONS

- A. A firm's Statement of Qualifications ("Statement"), which includes all items that must be submitted in response to this RFQ, may not exceed 80 single-sided, typed or hand-printed pages. The Statement must be submitted in one of three ways:

1. **By hand-delivery** on a thumb drive or Compact Disc ("CD") in PDF format to St. Petersburg College, Office of Facilities Planning and Institutional Services, Attn: Jim Waechter, 14025 58<sup>th</sup> Street North, Clearwater, FL 33760;

2. **By U.S. Mail** on a thumb drive or CD in PDF format to St. Petersburg College, Office of Facilities Planning and Institutional Services, Attn: Jim Waechter, P.O. Box 13489, St. Petersburg, FL 33733-3489; **or**

3. **By Email** to [Waechter.Jim@spcollege.edu](mailto:Waechter.Jim@spcollege.edu). Submissions must be in PDF format.

**Statements must be received by the College no later than 3:00 p.m. EDT on Thursday, July 23, 2015.**

The official time of receipt will be determined by the College's time-keeping device only. Any Statement received after the deadline will be returned to the applicant unopened. The College reserves the right to reject any Statement that does not comply with the instructions in this RFQ.

- B. Among other items, Statements:

- one (1) copy of the audited financial statements;
- one (1) copy of the required Unconditional Letter of Intent from the firm's bonding company; and
- one (1) copy of the Public Entity Crime statement in accordance with Section 287.133(2)(a), F.S.

- C. Statements must be signed and notarized by an authorized representative of the firm. If the firm is a Corporation, proof of good standing from the Secretary of State, Division of Corporations must be provided along with one (1) copy of a current license to operate in Florida.

- D. The Statement of Qualifications Checklist (**Appendix A**) must be completed and included with the Submission. The Checklist must be signed by an authorized representative of the responding firm.

- E. The responding firm must respond to all items on the Experience Questionnaire.

- F. Each responding firm must be available for an interview with the Selection Team (tentatively) on August 7, 2015.

- G. Questions concerning this RFQ must be directed to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services at [Waechter.Jim@spcollege.edu](mailto:Waechter.Jim@spcollege.edu).

- H. The College is not responsible for any cost incurred by the firm prior to the issuance of an executed contract with the selected firm.

## II. SELECTION PROCESS

- A. The Screening Committee of St. Petersburg College may consist of members from College sites as well as persons recommended by the Board of Trustees with background and experience in community leadership. The Screening Committee may be chaired by an appointed member of the Board. It is anticipated that the Screening Committee will consist of five to seven members.
- B. The Screening Committee will meet to review all Statements of Qualifications received and accepted and will, through the process outlined in this RFQ, eliminate from further consideration all but five to eight firms based on the selection factors in this RFQ. During this first step of the selection process, all firms will be evaluated using a non-numerical system and there will be no interviews, presentations or rankings conducted by the Screening Committee. (The Screening Committee's work will be non-determinative as to the final selection by the Board of Trustees.) Once the Screening Committee has "shortlisted" five to eight firms the Associate Vice President of Facilities Planning and Institutional Services will contact the shortlisted firms to inform them of their selection to compete in step two of the selection process, if necessary.
- C. Once the shortlisted firms have been notified by the College, they will be scheduled for an interview/presentation with the **Selection Team**. The Selection Team will consist of the College President or his designee and at least one other person. The Selection Team will evaluate each of the shortlisted firms based on the selection factors (using a numerical rating) in this RFQ. The Selection Team will submit in order of preference four to five firms deemed to be the most highly qualified to perform the required services. The submission will be made through the College President to the Board of Trustees, with a recommendation to negotiate with the highest ranking firms.
- D. When authorized by the Board of Trustees, the Associate Vice President of Facilities Planning and Institutional Services will notify the successful firms of selection.
- E. Should the College be unable to negotiate a satisfactory contract with the top ranked firms considered to be the most qualified, at a price the College determines to be fair, competitive and reasonable, negotiations with that firm (s) will be formally terminated. The College may then undertake negotiations with the next most qualified firm. Should the College be unable to negotiate a satisfactory contract with any of the selected firm (s), additional firm (s) will be selected in accordance with law. The College reserves the right to determine not to proceed with the projects.
- F. Once negotiations are complete, the proposed contract will be presented for consideration and approval by the College's Board of Trustees, which has authority for the final award decision.

III. SELECTION CRITERIA (Points only to be used by Selection Team at Step 2)

TOTAL (100 POINTS)

Respond to the following items on the forms provided in the Experience Questionnaire.

**A. General Information & Location: (5 points)**

Complete the attached **Experience Questionnaire** accurately. The information contained therein is an essential part of the firm's overview to be considered here. This information contains the key elements as contained in Florida Statutes, including local and corporate location; recent, current and projected workloads; and the volume of work previously awarded to the firm by SPC, with the object of effecting an equitable distribution of contracts among qualified firms.

**B. Financial Capability: (15 points)**

The Screening Committee (and if the firm is selected to advance, the Selection Team) will consider the financial condition and past experience of the firm and that of the proposed staff to assign a rating to the firm's ability to perform.

Also, submit the firm's financial statement and an audited report, if available, with comments, and not older than one (1) year. If the most current report has not yet been audited, the previously audited report, if available, with comments, shall accompany the most recent financial statement.

Itemize projects for the previous three (3) year period by: contract name, contract amount, and indicate any value of uncompleted work (included in Experience Questionnaire).

**C. Related Ability and Experience: (20 points)**

Complete this section of the "Experience Questionnaire" accurately. Use a separate form for each completed and current project similar to the size and scope of this project.

**D. Scheduling and Cost Control: (20 points)**

Submit the firm's compliance and cost control results for each of the projects listed in Section C. The information should describe the firm's scheduling and methods of cost control systems.

**E. On-Site & In-House Office Staff: (10 points)**

Separately describe the specific project related capabilities of the firm's on-site and in-house office staff. Provide a resume of the key personnel who will be in direct support of a project, including, but not limited to the following:

1. Name and title
2. Number of years with this firm
3. Number of years with other firms
4. Experience:
  - a. Types of projects
  - b. Size of projects (dollar value & square footage),
  - c. Specific project involvement
5. Education
6. Active registration
7. Other experience and qualifications that is relevant to a project, such as:
  - a. Design Expertise – review and analysis
  - b. Budget Estimating and Cost Control
  - c. Life Cycle Cost Analysis
  - d. Scheduling
  - e. Quality Control – design and construction
  - f. Claims Management
  - g. Project Close-out

With respect to both on-site and in house office staff, provide an organizational chart, 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.

**F. Beneficial Community Impact (30 Points)**

Describe the means by which the local community will be included in the construction and/or related services within the entire scope of the project. "Local community" is defined as Pinellas County, Florida.

Also, relative to section §255.102 of the Florida Statutes, describe your firm's plan to comply with the good faith efforts to obtain Minority Business Enterprise (MBE) participation.

**G. Insurance Program (No Points Assigned)**

Enclosed is a copy of the insurance requirements for the proposed contract. Please review and be prepared to submit a Certificate of Insurance on all types of insurance at the time of the award letter.

**H. Bonding Requirement: Threshold Component (No Points Assigned)**

Bonding the estimated project cost is a requirement. Therefore, provide a written **unconditional statement** form from the firm's Bonding Company indicating the Bonding Company's willingness to bond a project if award to this firm and attach it to the firm's Financial Statement. (See **Appendix B** for the Letter of Intent Form.)

**I. Public Entity Crime Statement (No Points Assigned)**

Provide a Public Entity Crime statement per Section 287.133(2)(a), Florida Statutes, and include it with the firm's Financial Statement and Bonding Unconditional Letter of Intent under separate cover from the completed Experience Questionnaire. (See **Appendix C** for the Public Entity Crime Statement.)



# EXPERIENCE QUESTIONNAIRE

## I. GENERAL INFORMATION & LOCATION

Submitted by: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_  
Firm's License #: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Check One:     A Corporation  A Partnership  An Individual  A Joint Venture

*\*\* If a Limited Liability Company, please complete this section in accordance with your firm's Federal Income Tax filing status.*

**The Firm acknowledges that information provided in this Experience Questionnaire is for the express purpose of inducing the College to award a contract to the Firm and the Firm further acknowledges that the College may at its discretion, by means which the College may choose, determine the truth and accuracy of all statements made by the Firm.**

### ORGANIZATION

Firm's Name: \_\_\_\_\_  
How many Years has this Firm been in business? \_\_\_\_\_  
Previous Firm's Name: \_\_\_\_\_  
How many years had the previous Firm been in business? \_\_\_\_\_  
Indicate Firm's 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: \_\_\_\_\_

Address of Primary Corporate Office: \_\_\_\_\_  
Address of Office Handling this Project: \_\_\_\_\_

If a **Partnership**: Complete the following:

Date of Organization: \_\_\_\_\_  
State whether it is a general or limited partnership:

Name and Address of Partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of Primary Partnership Office: \_\_\_\_\_  
Address of Office Handling this Project: \_\_\_\_\_

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

Date of Organization: \_\_\_\_\_  
Name of Owner: \_\_\_\_\_

Address of Primary Proprietorship Office: \_\_\_\_\_  
Address of Office Handling this Project: \_\_\_\_\_

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 seven (7) 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 seven (7) fiscal years, has your Firm failed to complete a project?

Yes  No

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

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

4. Within the previous seven (7) fiscal years, has your Firm been involved in litigation or a legal challenge pursuant to the Florida Administrative Procedures Act (APA)?

Yes  No

If yes, state the name of the project, the Firm's responsibilities, and explain the nature and current status.

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5. Within the previous seven (7) 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's responsibilities, and explain the nature and current status.

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6. Within the previous seven (7) fiscal years, has your Firm declared bankruptcy? Yes  No

If yes, please explain:

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7. Provide letters of reference and recommendations from previous owners and attach to this questionnaire.

**II. RELATED EXPERIENCE**

The next two pages are forms which should be duplicated as necessary to list your Firm's Recent Projects and Current Projects.

**RECENT PROJECTS**

Major consideration will be given to the successful completion of recent projects 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) \_\_\_\_\_  
 LEED Status (or related) \_\_\_\_\_  
 Original Contract Amount: \$ \_\_\_\_\_  
 Final Contract Amount: \$ \_\_\_\_\_  
 Explain Differences in \_\_\_\_\_  
 Contract Amounts \_\_\_\_\_

**Firm's Role in the Project**

Firm's Responsibility: \_\_\_\_\_  
 (Contractor, Project \_\_\_\_\_  
 Manager, Design/Build, etc.) \_\_\_\_\_  
 Project Staff: \_\_\_\_\_  
 Principal in Charge: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_  
 Other: \_\_\_\_\_

**Project Duration**

Completion Dates: \_\_\_\_\_  
 Original: \_\_\_\_\_  
 Revised: \_\_\_\_\_  
 Actual: \_\_\_\_\_  
 Explain Differences in \_\_\_\_\_  
 Completion Dates: \_\_\_\_\_

**Owner Information**

Owner: \_\_\_\_\_  
 Contact Person & Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**Architect/Engineer Information**

Project Architect/Engineer: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**CURRENT AND PROJECTED 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 (i.e. current), or awarded and not yet begun (i.e. projected).  
(Duplicate this page as necessary to list projects)

**Project Description**

Project Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Project Scope: \_\_\_\_\_  
\_\_\_\_\_

Project Size: \_\_\_\_\_  
(gross square feet) \_\_\_\_\_

Anticipated LEED Status (or related) \_\_\_\_\_

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

**Firm's Role in the Project**

Firm's Responsibility: \_\_\_\_\_  
(Contractor, Project Manager, Design/Build, etc.) \_\_\_\_\_  
Project Staff: \_\_\_\_\_  
Principal in Charge: \_\_\_\_\_  
Project Manager: \_\_\_\_\_  
Other: \_\_\_\_\_

**Contract 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: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**Architect/Engineer Information**

Project Architect/Engineer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

	<b>PRINCIPAL/OFFICER SIGNATORY PAGE</b>
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The enclosed financial information, the Firm's financial statement and Bonding Company's letter of intent as required by this Request for Qualifications is a true and accurate representation of the financial status of this Firm.

The undersigned certifies that she/he is a principal or officer of the Firm, authorized to sign on behalf of the Firm and certifies that all information included within this application is true and accurate and that all statements of intent or proposed future action (including the assignment of personnel and the provisions of services) will be honored by the Firm if awarded the contract.

For and on behalf of the Firm:

---

(SIGNATURE)

---

(TYPED NAME)

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(TITLE)

Separate Enclosures to Experience Questionnaire:

1. Financial Statements
2. Letter of Intent
3. Public Entity Crime Statement

## APPENDICES

Appendix A	Statement of Qualifications Checklist
Appendix B	Letter of Intent
Appendix C	Public Entity Crime Statement
Appendix D	Sample Contract Language Concerning Insurance, Indemnity, and Waiver of Subrogation



CONTINUING CONTRACT FOR CONSTRUCTION  
MANAGER AT RISK SERVICES

**REQUEST FOR QUALIFICATIONS**

**APPENDIX A: STATEMENT OF QUALIFICATIONS  
CHECKLIST**

Please confirm that all of the following materials have been submitted by checking off each item below. This checklist shall be included **separately** at the time of submission for staff to verify its completion.

- Electronic Submittals – submit the entire Statement of Qualifications by email (in PDF form), or by U.S. mail or hand delivery on a thumb drive or Compact Disc (“CD”). Packets must include all responses to the information requested on the selection criteria document as well as the Firm’s Completed Experience Questionnaire.
- One (1) copy (PDF) of the firm’s audited financial statements, if available, as described in Section III, B above, and
- One (1) copy (PDF) of the required Unconditional Letter of Intent from the firm’s bonding company as described in Section III, H above, and
- One (1) copy (PDF) of a Public Entity Crime statement per Section 287.133(2)(a), Florida Statutes, as described in Section III, I above.

The undersigned certifies that she/he is a principal or officer of the firm, or their designee, authorized to sign on behalf of the firm and certifies that all of the aforementioned items have been included with the firm’s completed Statement of Qualifications.

For and on behalf of the firm:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TYPED NAME)

\_\_\_\_\_  
(TITLE)



**APPENDIX B: LETTER OF INTENT**

**This exact language must be submitted on Surety (bonding company) Letterhead. Failure to provide this unconditional letter of intent will result in denial of consideration of your firm for this project. Letter of Intent shall be submitted under separate cover along with firm's financial statement.**

DATE: \_\_\_\_\_

The Board of Trustees  
St. Petersburg College  
PO Box 13489  
St. Petersburg, Florida 33733

To Whom It May Concern:

In the event that (Contractor Name) \_\_\_\_\_  
\_\_\_\_\_ is awarded the contract for the construction of the (Project Name)  
\_\_\_\_\_ it is the  
intention of the surety company to execute and deliver to the Owner a Public  
Construction Bond in accordance with F.S. 255.05, in an amount of one hundred percent  
(100%) of contract price on behalf of the above named contractor.

SURETY: \_\_\_\_\_  
NAME

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

**APPENDIX C: PUBLIC ENTITY CRIME STATEMENT**



**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 to: \_\_\_\_\_  
(Print name of public entity)

By: \_\_\_\_\_  
(Print individual's name and title)

For: \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
*(If entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement.)*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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 misrepresentations.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
(1) A predecessor or successor of a person convicted of a public entity crime; or  
(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which submits proposals or applies to submit a 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.
6. 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990.

\_\_\_\_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 management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990.

\_\_\_\_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 management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990. 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 BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

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

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

OR Produced identification \_\_\_\_\_  
(Type of identification)

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

## APPENDIX D: SAMPLE CONTRACT LANGUAGE CONCERNING INSURANCE, INDEMNITY, AND WAIVER OF SUBROGATION

### 13.1 Indemnity

- (1) The firm 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 13.3] that may arise from the firm's operations under this Agreement.
- (2) Loss Deductible Clause - The Owner 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 firm and/or subcontractor providing such insurance.
- (3) The foregoing indemnity shall survive the completion and/or termination of this Agreement.

### 13.2 Firm's Insurance

- (1) The firm shall not commence any construction work in connection with this Agreement until the firm has obtained all of the following types of insurance with the coverage, limits, and terms delineated in Article 13.2 below and until such insurance has been approved by the College, nor shall the firm allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained, provided to, and approved by the College. All insurance policies shall be with insurers qualified and doing business in Florida.
- (2) Workers' Compensation Insurance – The firm shall obtain and maintain during the life of this Agreement Workers' Compensation Insurance for all of its employees connected with the work on this project and, in case any work is sublet, the firm shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by firm's Workers' Compensation Insurance. All Workers' Compensation policies shall comply with the Florida Workers' Compensation Law. In the event any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation statute, the firm shall provide adequate insurance, satisfactory to the College, for the protection of the employees not otherwise protected.
- (3) Commercial General Liability Insurance – The firm shall obtain and maintain during the life of this Agreement Comprehensive Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance to protect against claims for personal injury, including accidental death, as well as claims for property damage which may arise from operating under this Agreement whether such operations are by the firm or anyone directly or indirectly employed by the firm, and the minimum as follows:

(a)	Commercial General Liability Occurrence,	\$1,000,000	Each
(b)	Automobile Liability Coverage, Occurrence Bodily Injury & Property Damage	\$500,000	Each
(c)	Excess Liability, Umbrella Form above \$1,000,000 up to the completed project cost		For all amounts over and

Liability coverage shall also include:

- (d) Pollution Liability;
  - (e) Broad Form Property Damage Coverage to include XCU and demolition coverage if excluded;
  - (f) The firm's General Liability Policy shall include Contractual Liability Coverage designed to protect the firm for contractual liabilities assumed by the firm in the performance of this Agreement;
- (4) Equipment Coverage –The firm will purchase and maintain coverage which shall specifically cover such objects during installation and until final acceptance by the owner; and
  - (5) Builder's Risk Coverage - The firm shall take out and maintain during the life of this Agreement Builder's Risk Coverage for all facilities and property connected with the work of this project in the amount of the completed value or maximum price.
  - (6) Professional Liability Coverage \$1 million per occurrence  
Such coverage shall be in effect for the duration of the contract and continue for a period of 4 years beyond the substantial completion date of the project.
- All policies shall be written on an occurrence basis. If any policies are written on a claims made basis, an extended reporting period (i.e., tail insurance) will be required for the duration of the contract.
- (7) Subcontractor's Insurance - The firm shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

### 13.3 Indemnification Rider

- (1) To cover to the fullest extent permitted by law, the firm 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 firm, 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.
- (2) The obligations of the firm under this Agreement shall not extend to the liability of the Contractor, 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 Contractor, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
- (3) The firm hereby acknowledges receipt of ten dollars and other good and valuable consideration from the College in exchange for giving the College the indemnification provided in this Agreement.

Certificate of Insurance - The firm and its subcontractors must provide proof of coverage as follows:

A Certificate of Insurance 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 Planning and Institutional Services. This Certificate shall be dated and show:

- (a) The name of the insured firm, 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) The Board of Trustees of St. Petersburg College shall be named as additional insured to the extent necessary to provide coverage under firm's insurance for the liabilities assumed by firm under the indemnity provisions of the Agreement.
- (c) Statement that the Insurer will mail notice to the College at least 45 days prior to any material changes in provisions, non-renewal, cancellation or termination of the.
  - (i) When cancellation is for nonpayment of premium, at least ten (10) days written of cancellation accompanied by the reason therefore shall be given; and
  - (i) 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,
- (d) 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.

#### 13.4 **Waiver of Subrogation**

- (a) **Damages Caused by Perils Covered by Insurance** - The College and the firm shall waive all rights against each other, for damages caused by perils covered by insurance provided under this Agreement 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 the Board of Trustees. The firm shall require similar waivers from all subcontractors and their sub-subcontractors.
- (b) **Loss or Damage to Equipment Covered by Insurance** - The College and the firm waive all rights against each other for each party's loss or damage to any equipment used in connection with the project and covered by any property insurance. The firm shall require similar waivers from all subcontractors and their sub-subcontractors.
- (c) **Property and Consequential Loss Policies** - The College waives subrogation against the firm 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.
- (d) **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 insured of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.