BOARD OF TRUSTEES

ST. PETERSBURG COLLEGE

FACILITIES PLANNING & INSTITUTIONAL SERVICES

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| DESIGN-BUILD SERVICES TO CONSTRUCT MARINE  SCIENCE LABS AND CLASSROOMS, BAY PINES |
| **REQUEST FOR STATEMENTS OF QUALIFICATIONS** |

* EVALUATION PROCEDURES
* EXPERIENCE QUESTIONNAIRE
* PACKET CHECKLIST
* LETTER OF INTENT

|  |  |
| --- | --- |
| **STATEMENTS OF QUALIFICATIONS DUE:**  **August 1, 2014 3:00PM E.S.T.** | |
| **Physical Address:**  **St. Petersburg College**  **The Office of Facilities Planning & Institutional Services**  **14025 58th Street North**  **Clearwater, FL 33760** | **Mailing Address:**  **St. Petersburg College**  **The Office of Facilities Planning & Institutional Services**  **P.O. Box 13489**  **St. Petersburg, FL 33733** |

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| PUBLIC NOTICE |

**LEGAL NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ) FOR**

**DESIGN-BUILD SERVICES**

PUBLIC ANNOUNCEMENT FOLLOWING PROCEDURES OF THE CONSULTANTS’ COMPETITIVE NEGOTIATION ACT, PURSUANT TO SECTION 1013.45(c), FLORIDA STATUTES, AND PURSUANT TO THE PROCEDURES SET FORTH IN SECTION 287.055, FLORIDA STATUTES

**RFQ #SPC 677-A-13-6 Construct Marine Science Labs and Classrooms, Bay Pines**

The Board of Trustees of St. Petersburg College announces Design-Build Services will be required by qualified Design–Build firms in the State of Florida to provide pre-design activities, design phase, bid and award phase, construction phase and minimum One-year Warranty for the following:

**To provide complete Design-Build services to Construct Marine Science Labs and Classrooms, Bay Pines. Construction services to be provided may include, but not be limited to: heating, ventilation and air-conditioning (HVAC); roofing; civil; environmental and site development; waterproofing; parking and landscaping; classrooms; laboratories; offices; general construction; and related support service areas. The square footage is anticipated to be approximately 11,775 square feet. All projects are intended to be completed in accordance with college standards including but not limited to “sustainable” design standards.**

**Total estimated value of project: $4,800,000.**

**Design-Build firms interested in competing for the project must apply in writing and must submit the information required by the Request for Statements of Qualifications (RFQ) application packet, which includes but is not limited to:**

1. the company’s history, structure, personnel, licenses, and experience;
2. related projects similar in scope or amount completed by the company, including name of client or its 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 local and minority business involvement in the project;
6. cost control and value engineering techniques;
7. and description of litigation, major disputes, contract defaults and liens in the last five (5) years.

The application process will also include:

1. a mandatory pre-statement submission meeting for any firm interested in being considered for the required services;
2. an interview and/or presentation with the three to five shortlisted firms;
3. and confirmation of references.

All interested firms will also understand and agree to the following minimum project requirements as set forth in the RFQ:

* Construction schedule to allow Completion in 2015.
* Bonding capacity based on project amount.
* LEED Certification in accordance with §255.2575 F.S.; and
* Utilization plan for subcontractors to maximize the use of local and Minority Business Enterprises (Certified in Accordance with §287.0943 F.S.).

All Design-Build firms interested in being considered for selection must obtain the RFQ packet from the College Purchasing website: [www.spcollege.edu/purchasing](http://www.spcollege.edu/purchasing). RFQs are expected to be made available on Sunday, June 29, 2014. All firms interested in being considered for selection must also attend a mandatory pre-submission conference from 10:00 a.m.-11:30 a.m. on Tuesday, July 22, 2014, at the St. Petersburg College District Office, located at 6021 142nd Avenue North, Clearwater, FL 33760. (Note: no Statements of Qualifications will be accepted by the College prior to the conference.) Questions concerning the RFQ process and required services will be addressed at the conference. Following the conference, any remaining questions must be sent in writing to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services at Waechter.Jim@spcollege.edu. All questions submitted after the conference must be submitted no later than 3:00 p.m., Friday, July 25, 2014 to obtain a response. Responses to questions submitted after the conference will be posted to the College Purchasing website @ [www.spcollege.edu/purchasing](http://www.spcollege.edu/purchasing). 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 their Statement of Qualifications to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, St. Petersburg College, P.O. Box 13489, St. Petersburg, FL  33733, or hand deliver an electronic copy of their Statement of Qualifications to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, 14025 58th Street North, Clearwater, Florida 33760. Statements of Qualifications must be received by the College **no later than 3 p.m., Friday, August 1, 2014. The College will not be responsible for late submissions or delays in delivery.**

Following review of the Statements of Qualifications by the Design-Build Services Screening Committee, three (3) to five (5) shortlisted firms will be asked to interview with the Design-Build Services Selection Team (tentatively) on Tuesday, August 26, 2014. Any addendum to the RFQ will be submitted electronically through the College Purchasing website. Interested firms are encouraged to check this site often to ensure attainment of the most recent updates. An award is expected to be announced following the College’s Board of Trustees meeting on September 16, 2014.

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 firm.

b) The College reserves the right to reject any and all Statements of Qualifications.

c) The College reserves the right to reject the entire Request for Statements of Qualifications.

d) The College reserves the right to remedy or waive technical or immaterial errors in the Request for Statements of Qualifications or in Statements of Qualifications submitted.

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 firm(s) submitting the statement. No payment will be made for any responses received or for any other effort required of, or made by, the firm submitting the statement prior to contract management.

Any actual or prospective proposer who is allegedly aggrieved in connection with the issuance of this Request for Statements of Qualifications 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**

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| EVALUATION PROCEDURES |

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| I GENERAL INSTRUCTIONS |

A. This Application shall not be more than 80 pages including the Experience Questionnaire. The Experience Questionnaire and all forms, reports or statements included in this application shall be typed or printed. Any corrections made to the Experience Questionnaire, forms, reports or statements, by the applicant prior to the designated deadline, shall be initialed and dated by the same person signing the Experience Questionnaire.

This application shall be submitted to:

St. Petersburg College

Office of Facilities Planning & Institutional Services

14025 58th Street North

Clearwater, FL 33760

-or-

(Mailing Address)

P.O. Box 13489

St. Petersburg, FL 33733

**Deadline:** Each Statement of Qualification must be received by no later than 3 p.m., August 1, 2014. Statements received after the designated deadline will be returned unopened to the submitting firm. The College reserves the right to reject any application deemed to be not in compliance with these instructions.

B. Interested firms must email complete Statements of Qualifications in electronic form (scanned PDF’s where signatures are required) to [Waechter.jim@spcollege.edu](mailto:Waechter.jim@spcollege.edu) or mail/deliver thumb drive or Compact Disc (CD) containing all necessary information. Each Statement of Qualification must include:

* one (1) copy of the audited financial statements, and
* one (1) copy of the required Unconditional Letter of Intent from your bonding company, and
* one (1) copy of a Public Entity Crime statement per Section 287.133(2)(a), F.S.

C. The Experience Questionnaires must contain an original signature of an authorized representative of the responding firm. If the firm is a Corporation, furnish proof of good standing by Secretary of State, Division of Corporations along with and one (1) copy of the current Florida License.

D. The Request for Qualifications Checklist must be completed and included with the complete package. The Checklist must contain an original signature of an authorized representative of the responding firm.

E. Each firm must respond completely to each of the items on the Experience Questionnaire.

F. Firms responding to this Request for Statements of Qualifications must be available for an interview and/or presentation with the Design-Build Services Selection Team on Tuesday, August 26, 2014.

G. Questions concerning this Request for Statements of Qualifications should be directed in writing to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services at Waechter.Jim@spcollege.edu.

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

|  |
| --- |
| II SELECTION PROCESS |

A. The Design-Build Services Screening Committee of St. Petersburg College shall consist of members from College sites (academic, administrative, career); additionally, the Screening Committee will include persons recommended by members of the Board of Trustees with background and experience in community leadership and will be chaired by an appointed member of the Board. It is anticipated that the Committee will include seven (7) members.

B. The Screening Committee shall meet to review all Statements of Qualifications received and accepted and shall, through the process outlined in this RFQ, eliminate from further consideration all but three (3) to five (5) firms, based on the selection factors set forth 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” three (3) to five (5) 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.

C. Once the shortlisted firms have been notified by the College, they will be scheduled for an interview with the Selection Team. The Selection Team will include the College President, an appointed member of the Board of Trustees. The College President will chair the Selection Team. The Selection Team will evaluate each of the shortlisted firms based on the selection factors (using numerical rating) in this RFQ. The Selection Team will submit in order of preference three (3) 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 firm.

D. When authorized by the Board of Trustees, the Associate Vice President of Facilities Planning and Institutional Services will notify the successful firm of selection and proceed into negotiations. The College will negotiate and enter into a contract for project services with the firm authorized at compensation determined to be fair, competitive and reasonable. In making the determination during the negotiation stage, the College will analyze the proposed cost of services required, giving full consideration to the scope and complexity of the project. The compensation will be on a guaranteed maximum price basis for all costs which will include reimbursable costs plus fixed lump sum fees for project management, overhead and profit.

E. Should the College be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the College determines to be fair, competitive and reasonable, negotiations with that firm will be formally terminated. The College will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the College will then undertake negotiations with the third most qualified firm. Should the College be unable to negotiate a satisfactory contract with any of the selected firms, additional firms will be selected in accordance with law. The College reserves the right to determine not to proceed with the project.

F. Upon completion of negotiations, the proposed contract will be presented for consideration and approval by the Board of Trustees, which has exclusive authority for the final award decision.

|  |  |
| --- | --- |
| III SELECTION CRITERIA (Points only to be used by Selection Team at Step 2) | **TOTAL (100 POINTS)** |

Interested firms must respond to the following items on the forms provided in the Experience Questionnaire.

**A. General Information & Location: \_\_\_\_\_(20 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 Statute, including local and corporate location and current and projected workloads.

**B. Ability and Financial Capability:** **(20 points)**

Here 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 on the specific project being considered.

Also, submit the firm’s financial statement and an audited report, with comments, and not older than one (1) year. If the most current report has not yet been audited, the previously audited report, 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 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. Please indicate the firm’s ability as it relates to Classroom Buildings, LEED or other sustainable building projects, institutional projects, larger in scope and size as well as smaller commercial type projects.

**D. Scheduling and Cost Control: (15 points)**

Ability to provide scheduling and cost control. The information should describe the firm’s scheduling and methods of cost control systems.

**E. On-Site & In-House Office Staff: (15 points)**

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

1. Name, title and assignment for this project
2. Number of years with this firm
3. Number of years with other firms
4. Experience
   1. Types of projects
   2. Size of projects (dollar value & square footage),
   3. Specific project involvement
5. Indicate which projects were fast tracked
6. Identify all LEED accredited professionals and projects each LEED AP has completed
7. Education
8. Active registration
9. Other experience and qualifications that is relevant to this project, such as:
   1. Design Expertise - review and analysis
   2. Budget Estimating & Cost Control
   3. Life Cycle Cost Analysis
   4. Scheduling
   5. Quality Control - design and construction
   6. Claims Management
   7. Project Close-out

With respect to both on-site and in-house office staff, 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.

**F. Beneficial Community Impact (10 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.

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

Enclosed is a copy of the insurance requirements for this contract. Please review and be prepared to submit Certificate of Insurance on all types of insurance at time of award letter of each component project assigned during the contract period.

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

Bonding the Guaranteed Maximum Price contract is a requirement, therefore, provide a written **unconditional statement** as set forth in the precise attached unconditional language used in the **Letter of Intent** form from the firm’s Bonding Company indicating the Bonding Company’s willingness to bond this project if awarded to this firm and attach it to the firm’s Financial Statement. See attached Letter of Intent Form (Appendix B).

**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)

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| EXPERIENCE QUESTIONNAIRE |

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| --- | --- |
| **GENERAL INFORMATION & LOCATION** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Submitted by: |  | | |
| Address: |  | | |
| Email Address: |  | | |
| Telephone: | ( ) | Fax: | ( ) |
| Contractor’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 further the Firm 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**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Current Firm Name: |  | | | |
| How many Years has this Firm been in business? | | |  | |
| Previous Firm Name: | |  | | |
| How many years had the previous Firm been in business? | | |  | |
| Indicate Firm History (chronology), attach additional sheets as needed. | | | |  |
|  | | | | |
|  | | | | |
|  | | | | |

If a **Corporation:**  Complete the following:

|  |  |
| --- | --- |
| Date of Incorporation: |  |
| State of Incorporation: |  |
| President’s name: |  |
| Vice President’s name: |  |
| Secretary’s name: |  |
| Treasurer’s name: |  |
| 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 Corporate Office: | |  | |
| Address of Office Handling this Project: | |  | |

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

|  |  |
| --- | --- |
| Date of Organization: |  |
| Name of Owner: |  |
| Address of Primary Corporate 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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| --- | --- | --- | --- | --- | --- | --- |
| 1. Is your Firm currently pre-qualified with any government agency? | | |  |  |  |  |
|  | | | Yes |  | No |  |
|  | If yes, please list agency/agencies: |  | | | | |
|  |  | | | | | |
|  |  | | | | | |
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| --- | --- | --- | --- | --- | --- | --- |
| 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: |  | | | | |
|  |  | | | | | |
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| --- | --- | --- | --- | --- | --- |
| 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. | | | | |
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| --- | --- | --- | --- | --- | --- |
| 4. Within the previous seven (7) fiscal years, has your Firm been involved in litigation or  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 architects and attach to this questionnaire. | |
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| **RELATED EXPERIENCE** |  |

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

**COMPLETED PROJECTS**

Major consideration will be given to the successful completion of previous projects 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 PROJECTS**

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

**Project Description**

|  |  |  |
| --- | --- | --- |
| Project Name: |  | |
| Project Location: |  | |
| Project Scope: |  | |
|  |  | |
|  |  | |
| 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: | ( ) |

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| **PRINCIPAL/OFFICER SIGNATORY PAGE** |

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)*

*(TITLE)*

Separate Enclosures to Experience Questionnaire:

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

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| APPENDIX |

1. Packet Checklist
2. Letter of Intent
3. Public Entity Crime Statement
4. Article 14: Insurance, Indemnity, and Waiver of Subrogation

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| DESIGN-BUILD SERVICES FOR  CONSTRUCT SCIENCE LABS AND CLASSROOMS, BAY PINES |
| **REQUEST FOR STATEMENTS OF QUALIFICATIONS** |

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| **PACKET 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 entire packet either by email attachment(s) or deliver on 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 audited financial statements as described in Section III, B – Ability and Financial Capability, and

One (1) copy (PDF) of the required Unconditional Letter of Intent from your bonding company described in Section III, H, 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.

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 applicant package.

For and on behalf of the firm:

*(SIGNATURE)*

*(TYPED NAME)*

*(TITLE)*

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| **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

13805 58th St. North

Clearwater, FL 33760

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

|  |
| --- |
| **PUBLIC ENTITY CRIME STATEMENT** |

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**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)

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| **ARTICLE 14: INSURANCE, INDEMNITY, AND WAIVER OF SUBROGATION** |

14.1 **Indemnity**

(1) The Design-Build Contractor agrees to indemnify and hold the Owner harmless from all claims for bodily injury and property damage [other than the Work itself and other property insured under Article 14.2(3)] that may arise from the Design-Build Contractor’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 Design-Build Contractor and/or subcontractor providing such insurance.

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

14.2 **Design-Build Contractor’s Insurance**

(1) The Design-Build Contractor shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance with coverage, limits, and terms delineated in Article 14.2 and such insurance has been approved by the Owner, nor shall the Design-Build Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required ofthe subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

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

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

(a) Design-Build Commercial General Liability $1,000,000 Each Occurrence,

(b) Automobile Liability Coverage, $500,000 Each Occurrence,

Bodily Injury & Property Damage Combined Single Limit

(c) Excess Liability, Umbrella Form For all amounts over and

above $1,000,000. Up to

completed value or GMP

**The Board of Trustees, St. Petersburg College** shall be named as additional insured on all insurance policies except workers’ compensation. Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

All policies shall be written on an occurrence base.

Liability coverage shall also include:

* + - * 1. Pollution Liability;
        2. Broad Form Property Damage Coverage to include XCU and demolition coverage if excluded;
        3. Contractual Liability Coverage

Designed to protect the Design-Build Contractor for contractual liabilities assumed by the Design-Build Contractor in the performance of this Agreement;

* + - * 1. Boiler/Machinery Coverage – The Design-Build Contractor will purchase and maintain coverage which shall specifically cover such objects during installation and until final acceptance by owner; and
        2. Builder’s Risk Coverage – The Design-Build Contractor 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.
        3. Professional Liability Coverage - $1,000,000. per occurrence.

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.

(4) Subcontractor’s Insurance – The Design-Build Contractor 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.

1. Indemnification Rider
2. To cover the fullest extent permitted by law, the Design-Build Contractor shall

indemnify and hold harmless the Owner 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 Design-Build Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not 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.

1. The obligation of the Design-Build Contractor under this Article 14.2 shall not extend to the liability of Architect, his agents or employees, arising out of (1) the preparation or approval of approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
2. The Design-Build Contractor hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner in exchange for giving the Owner the indemnification provided in Article 14.
3. Certificate of Insurance – The Owner shall be furnished proof or coverage of Insurance as follows: The GMP submitted shall require an individual Certificate of Insurance approved by the Owner 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:
4. The name of the insured Design-Build Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
5. The Board of Trustees of St. Petersburg College shall be named as additional insured to the extent necessary to provide coverage under Design-Build Contractor’s insurance for the liabilities assumed by Design-Build Contractor under the indemnity provisions of the Agreement.
6. Statement that the Insurer will mail notice to the Owner and a copy to the Architect at least 45 days prior to any material changes in provisions, non-renewal, cancellation or termination of the.
7. When cancellation is for nonpayment of premium, at least ten (10) days written of cancellation accompanied by the reason therefore shall be given; and
8. 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 cancelled 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,
9. Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state the coverage required in this Section.

14.3 Waiver of Subrogation

14.3.1 Damages Caused by Perils Covered by Insurance - The Owner and the Design-Build Contractor waive all rights against each other, for damages caused by perils covered by insurance provided under Article 14.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Design-Build Contractor as trustees. The Design-Build Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.

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

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

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