

**REQUEST FOR QUALIFICATIONS  
FACILITIES PLANNING & INSTITUTIONAL  
SERVICES**

**SPC RFQ SPC# 08-19-20**

**CONTINUING SERVICES CONTRACTS FOR  
COLLEGE-WIDE MINOR PROJECTS**

**St. Petersburg College**

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**SPC**

**Issued: 01/17/2020 at 2:00 pm (EST)**

**Due: 02/26/2020 at 2:00 pm (EST)**

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## BACKGROUND

**HISTORY:** St. Petersburg College (“SPC” or the “College”), located in Pinellas County, Florida, and established in 1927, is one of the oldest colleges in the 28-institution Florida College System (“FCS”). SPC is the first college in the FCS to become a four-year college issuing baccalaureate degrees beginning in 2001. SPC is governed by a five-member Board of Trustees appointed to four-year terms by the Governor of Florida. The Board of Trustees appoints the College President who has administrative responsibilities for college operations.

**ACADEMICS:** Enrollment in 2017-2018 included 46,706 students, including 39,507 credit seeking and 7,199 non-credit seeking (Source: [spcollege.edu](http://spcollege.edu)). St. Petersburg College offers more than 100 academic programs, career training, and university transfer options at twelve locations throughout Pinellas County and online.

**REQUEST FOR QUALIFICATIONS:** St. Petersburg College is soliciting qualifications from Florida state licensed contractors for a three (3)-year period to provide construction and/or design services for college-wide minor projects.

**PROPERTY INFORMATION SUMMARY:** St. Petersburg College is approximately 2.6 million gross square feet over 12 campus/centers/sites across Pinellas County.

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## GENERAL CONDITIONS

**RESPONDENTS:** Any respondent who wishes to be considered for the services requested in this Request for Qualifications (“RFQ”) must follow the instructions herein and provide all of the requested information. SPC reserves the right to disqualify any Respondent whose proposal does not comply with this RFQ.

**SEALED PROPOSAL:** Respondents must submit their proposal in a sealed envelope with the outside of the envelope containing (1) Respondent’s name and address, (2) the proposal number, and (3) the date the proposal is scheduled to be opened by the College which is provided in this RFQ. Envelopes not containing this information will not be opened nor considered by the College, and will be returned to the Respondent.

The following items must be contained within the sealed envelope: One (1) original proposal with wet-ink signatures; one (1) electronic version of the original proposal stored on a flash drive with the following completed forms: *Respondent Registration form*, *Proposal Certification*, *Respondent’s Qualification Statement*, *Drug Free Workplace*, and *W9*.

**By submitting a proposal, Respondent acknowledges and accepts the terms and conditions provided in this RFQ.**

- 1) **EXECUTION OF QUALIFICATIONS:** The proposal must be signed by an authorized representative of the Respondent’s company. The proposal must be completed in ink or typewritten. If a correction needs to be made to the proposal, the Respondent must draw a single line through the language or figure that needs to be corrected and insert the new language or figure above the stricken text. Corrections must be initialed by the person signing the proposal. It is the Respondent’s responsibility to ensure any handwritten language or figure is legible to the College. Otherwise, the College is not required to consider such language or figure.
- 2) **QUALIFICATIONS PREPARATION COSTS:** Any expense involved in preparing or submitting a proposal, and any work performed in connection with the proposal, shall be borne solely by the Respondent. No payment will be made by the College for any proposal received or for any other effort required, or made, by the Respondent submitting the proposal prior to contract management.
- 3) **QUALIFICATIONS SUBMISSION AND OPENING:** Proposals must be hand-delivered or mailed to St. Petersburg College, Attn: Mr. Thomas Russell, Director of Procurement, Epi Services, 14025 58<sup>th</sup> Street North, Clearwater, Florida 33760 in room 240. The College must receive the proposal no later than 2:00 p.m. Eastern Standard Time (according to the College’s time piece) on 02/26/2020.
  - a) It is Respondent’s responsibility to ensure the proposal is timely submitted and received by the College. The College will not be responsible for late deliveries or delayed mail. Proposals received by the College after the deadline will be returned unopened to the Respondent without being considered by College.

- b) **Facsimile or electronic proposals will not be accepted. Proposals must be provided in hard copy format, in a sealed and properly labeled envelope, as referenced in GENERAL CONDITIONS above.**
  - c) Once opened, proposals become the property of the College and will not be returned.
- 4) **CONTACT WITH COLLEGE PERSONNEL:** Questions concerning this RFQ shall be directed to Thomas Russell, Director of Purchasing, by email at [Russell.thomas@spcollege.edu](mailto:Russell.thomas@spcollege.edu) or Karen Reynolds, Purchasing Manager at [Reynolds.karen@spcollege.edu](mailto:Reynolds.karen@spcollege.edu) and **to no other person or department at the College.**

**CONE OF SILENCE:** FROM THE TIME THE PUBLIC ADVERTISEMENT OF THIS RFQ TAKES PLACE UNTIL THE TIME THIS RFQ IS AWARDED AND APPROVED BY THE COLLEGE'S BOARD OF TRUSTEES, (IF NECESSARY), A VENDOR SHALL NOT CONTACT ANY OTHER COLLEGE PERSONNEL OR MEMBERS OF THE COLLEGE'S BOARD OF TRUSTEES, OR ADMINISTRATIVE STAFF EITHER DIRECTLY OR INDIRECTLY, TO DISCUSS THE SELECTION PROCESS OR TO MAKE AN ATTEMPT TO FURTHER THEIR INTEREST IN BEING SELECTED. FAILURE TO ABIDE BY THE CONE OF SILENCE POLICY IS GROUNDS FOR DISQUALIFICATION FROM THIS PROCESS AND RESPONDENT WILL NOT RECEIVE FURTHER CONSIDERATION.

- 5) **REGISTRATION:** Prior to submitting a proposal, Respondent must register with the College's Purchasing Office in order to be placed on the distribution list for addenda or official communications concerning this RFQ. Please register using the Respondent Registration Form, see page 17 of this RFQ package.
- 6) **CHANGES OR MODIFICATIONS:** The College reserves the right to make changes to this RFQ. Changes may include but are not limited to postponing the due date of proposals or revising RFQ specifications. All changes will be announced and disseminated by the College's Purchasing Department via addendum posted to the College's Purchasing website and sent to registered Respondents via email with sufficient time for Respondents to amend their proposals following the College's change. Respondents must acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with Respondent's proposal.
- 7) **CONFLICT OF INTEREST:** By submitting a proposal, Respondent acknowledges and agrees to comply with Section 112.313(3), Florida Statutes, which provides:

*DOING BUSINESS WITH ONE'S AGENCY.—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or*

*when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:*

*October 1, 1975.*

*Qualification for elective office.*

*Appointment to public office.*

*Beginning public employment*

- 8) **COLLUSION/DISCLOSURE:** By submitting a proposal, a Respondent acknowledges and agrees to the following statement:

*I, \_\_\_\_\_, certify that my proposal is made without previous understanding, agreement, or connection with any person, company or corporation making a proposal for the same work in this Request for Proposal, and that my company's proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.*

**Respondent also acknowledges and agrees to the following statement:**

*No member of my company's ownership, management or staff has a vested financial interest in any aspect or department of the College.*

Any Respondent who cannot agree with these statements should not submit a proposal.

- 9) **PROPOSAL WITHDRAWAL:** Respondent may withdraw their proposal by notifying the College in writing any time before the proposal opening. Upon receiving Respondent's timely notification of withdrawal, the College will return the unopened proposal to an authorized representative of the Respondent's company, who will be required to disclose his or her identity (via company business card and driver's license). The authorized representative will be required to sign for receipt of the proposal.
- a) Any proposal submitted to the College constitutes an irrevocable offer by the Respondent to provide the College with the services requested in this RFQ and any response thereto, for a period of 120 days from receipt of the proposal.
- 10) **SUBCONTRACTING:** The name and company of any subcontractor contemplated for use must be included as part of Respondent's proposal.
- 11) **ACCURACY OF PROPOSAL INFORMATION:** Respondents must ensure the accuracy of their proposal information. The College reserves the right to disqualify any proposal that includes inaccurate, misleading, exaggerated, or incorrect information.
- 12) **FUTURE ADVERTISING:** In submitting a proposal, a Respondent agrees not to use the results of the College's selection process in any future commercial advertisement without obtaining the College's prior written consent.

13) **PUBLIC ENTITY CRIMES:** By submitting a proposal, Respondent acknowledge and agree to comply with the Public Entity Crimes Statement referenced below:

*a) A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-Respondent or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Respondent list. (Detail in Appendix G)*

14) **PUBLIC RECORDS:** Any material submitted in response to this RFQ is subject to disclosure under Florida's Public Records law, Chapter 119, Florida Statutes.

15) **RESERVATION OF RIGHTS:** 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 companies pursuant to the relative Florida Statutes and the Florida Administrative Code and to negotiate with the highest-ranking company.
- b) The College reserves the right to reject this RFQ.
- c) The College reserves the right to reject any and all proposals submitted in response to this RFQ.
- d) The College reserves the right to remedy or waive technical or immaterial errors in this RFQ or the submitted proposals.
- e) The College reserves the right to request any necessary clarifications or statement data without changing the terms of any proposal.

16) **DISPUTES & PROTESTS:** Any actual or prospective Respondent who is allegedly aggrieved in connection with the issuance of this RFQ or pending award of contract, may protest to St. Petersburg College, Attn: **Mr. Thomas Russell, Director of Procurement**, P.O. Box 13489, St. Petersburg, Florida 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.

17) **IDENTICAL OR TIE BIDS:** In the event two (2) or more Respondents receive the exact same score from the evaluation team, the following criteria, in order of importance, shall be used to break the tie: (1) Drug Free Work Place Certification, (2) Florida Respondents, or (3) whether Bidder's place of business is within Pinellas County.

18) **EQUAL OPPORTUNITY:** All work on this project will be carried out in compliance with the College's commitment to the concept of equal opportunity; that is, there will be no

discrimination on the basis of race, color, religion, sex, age, national origin, marital status, pregnancy, ethnicity, sexual orientation, gender identity, genetic information or against any qualified person with a disability. Recognizing that sexual harassment constitutes discrimination on the basis of sex, neither the College nor Respondent shall tolerate such conduct.

- 19) **INDEMNIFICATION**: To the fullest extent permitted by law, Respondent shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs including but not limited to costs for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance of services required under the contract resulting from this RFQ, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent or other person or company utilized by the Respondent in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.
- 20) **LEGAL REQUIREMENTS**: Applicable provisions of all federal, state, local laws and ordinances, College rules and procedures shall govern development, submittal and evaluation of all proposals received in response to this RFQ and shall govern any and all claims and disputes which may arise between Respondent and the College by and through each entity's officers, employees and authorized representatives, or any other person, natural or otherwise; and a lack of knowledge by the Respondent shall not constitute a valid defense against the legal effect thereof.
- 21) **CONTRACT TYPE**: This RFQ in its entirety shall be included and incorporated in the final contract awarded as a result of this RFQ. The College anticipates a contract term of approximately three (3) years (beginning with the last of the two parties to sign). The laws of Florida shall govern any contract entered into by the College and selected Respondent.
- 22) **PROPOSAL SPECIFICATIONS**: The Proposal Specifications requested under this RFQ follow these General Conditions. To the extent there is a conflict between the General Conditions and the Proposal Specifications, the Proposal Specifications will govern and control.

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## PROJECT SCOPE

St. Petersburg College is seeking qualifications from Florida State licensed contractors for a three (3)-year period, to provide construction and design services for college-wide minor projects. Minor projects to be performed under this contract include new construction, renovations, and remodels that do not exceed a construction budget of \$2,000,000, or studies for which the professional service fees do not exceed \$200,000. The types of projects to be executed include but are not limited to, HVAC renovations and replacement, parking lot sealing and paving, roofing refurbishment and replacement, site work and utility system improvement, renovation and demolition, Safety to Life upgrades (fire, health, sanitation), ADA upgrades, and miscellaneous remodels and renovations to campus buildings. The College intends to select up to three (3) respondents for each professional specialty (Construction Managers, MEP Engineers, Structural Engineers, and Civil Engineers), and work will be distributed based on College needs, timing/scheduling of the work and availability of the specific services required for the individual project. Professional specialties include Construction Manager, MEP Engineers, Structural Engineers, and Civil Engineers. The College will only accept one (1) type of specialty per respondent. Respondents that can provide multiple functions, must decide which specialty they wish to provide services for and indicate that specialty in their submission (Appendix C). Contract term will require annual prequalification in accordance to SPC Procedure P6Hx23-6.06

### **General Information:**

Selection will be made in accordance with Florida Statutes 1013.45 and 287.055, State Requirements for Educational Facilities (SREF) and the College's Board Rules and Procedures. Contracts are expected to have a three (3)-year term with a requirement for financial prequalification annually. Interested respondents should consider that a continuing service contract does not guarantee award of any specific project.

**Equal Opportunity Employer:** St. Petersburg College is an equal opportunity employer and encourages the participation of Woman/Minority Business Enterprises.

**Responsibility of Selected Respondents:** (included, but not limited to): Responsibility for Insurance: Blanket Professional Liability insurance will be required for this contract in the amount of \$1,000,000 and will be provided as a part of Basic Services. An Unconditional Letter of Intent from a bonding company will be required as part of the RFQ submittal package. In addition to Professional Liability insurance, Comprehensive General Liability and Comprehensive Automobile Liability insurance with the following limits will be required:

- |    |   |                                   |
|----|---|-----------------------------------|
| a. | General Liability Each Occurrence Limit:        | \$ 1,000,000                      |
| b. | General Aggregate Limit:                        | \$ 2,000,000                      |
| c. | Auto Liability Insurance Combined Single limit: | \$ 500,000 Proof of Coverage      |
| d. | Umbrella or Excess Liability:                   | \$ 1,000,000 Up to the GMP amount |
| e. | Professional Liability                          | \$ 1,000,000                      |
| e. | Builders Risk/Installation Floater:             | Up to GMP amount                  |

- f. Workers Comp Statutory Coverage
- g. Bid Bond required as part of bid package
- h. Performance Bond may be required as determined by the scope of the project

**Owner's Rights and Obligations:** 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:

- i. The College reserves the right to rank respondents pursuant to relative Florida Statute and/or Florida Administrative Code and to negotiate with the highest-ranking respondents.
- ii. The College reserves the right to reject this RFQ.
- iii. The College reserves the right to reject any and all Statements of Qualifications submitted in response to this RFQ.
- iv. The College reserves the right to remedy or waive technical or immaterial errors in the RFQ or submitted Statements of Qualifications.
- v. The College reserves the right to request any necessary clarifications or statement data without changing the terms of the Statement of Qualifications.

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## SUMMARIZED SCHEDULE OF EVENTS

<b>Day/Date</b>	<b>Description</b>
<b>01/17/2020 2:00 pm</b>	<b>Request for Qualifications Released</b>
<b>02/10/2020 2:00 pm</b>	<b>Respondent RFQ Questions Due</b>
<b>02/14/2020 2:00 pm</b>	<b>RFQ Questions/Answers Posted</b>
<b>02/26/2020 2:00 pm</b>	<b>Qualifications Due</b>
02/26/2020 2:01 pm	RFQ Opening 14025 58th St. N., Room 110, Clearwater, FL 33760
<b>03/05/2020 2:00</b>	<b>Shortlist of the five (5) highest scoring Respondents Announced</b>
<b>The week of 03/16/2020</b>	<b>Shortlisted Respondents Presentations/Interviews</b>
<b>04/21/2020 9:00 am</b>	<b>Selected Three (3) Respondents submitted for Board Approval</b>

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## SELECTION PROCESS

- A. The Selection Committee of St. Petersburg College may consist of members from the College as well as persons recommended by the Board of Trustees with background and experience in community leadership. It is anticipated that the Selection Committee will consist of five (5) members.
- B. The Selection Committee will review all Statements of Qualifications received and accepted and will, through the process outlined in this RFQ, select up to five (5) respondents, all others will be eliminated from further consideration based on the selection factors in this RFQ. Once the Selection Committee has “shortlisted” up to five (5) respondents, the Associate Vice President of Facilities Planning and Institutional Services will contact the shortlisted respondents to inform them of their selection to compete in step two of the selection process. Shortlisted respondents will also be posted on the purchasing website: <https://webapps.spcollege.edu/purchasing/>.
- C. Shortlisted respondents will then be scheduled for an interview/presentation with the Selection Committee. The Selection Committee will evaluate each of the shortlisted respondents based on the selection factors in this RFQ and submit up to three (3) respondents deemed to be most qualified to perform the required service per specialty.
- D. The College reserves the right to forego the presentations/interview process.
- E. When authorized by the Board of Trustees, the Associate Vice President of Facilities Planning and Institutional Services will notify up to three (3) respondents of selection.
- F. Should the College be unable to negotiate a satisfactory contract with the top ranked respondents considered to be the most qualified, at a price the College determines to be fair, competitive and reasonable, negotiations with that respondent (s) will be formally terminated. The College may then undertake negotiations with the next most qualified respondent. Should the College be unable to negotiate a satisfactory contract with any of the selected respondent (s), additional respondent (s) will be selected in accordance with law. The College reserves the right to determine not to proceed with the projects.
- G. 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.

## SELECTION CRITERIA TOTAL 100 POINTS

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

- A. General Information & Location: (20 points)

Complete the attached “Respondents Qualification Statement” (Appendix C) accurately. The information contained therein is an essential part of the respondent’s overview to be considered here.

- B. Financial Capability: (20 points)

The Selection Committee will consider the financial condition and past experience of the respondent and that of the proposed staff to assign a rating to the respondent’s ability to perform.

Also, submit the respondent’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 "Related Experience Questionnaire" (Appendix D) 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 respondent's compliance and cost control results for each of the projects listed in Appendix D. The information should describe the respondent'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 respondent'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 respondent
3. Number of years with other respondents
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 (5 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 the greater Tampa Bay area.

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 respondent's Bonding Company indicating the Bonding Company's willingness to bond a project if award to this respondent and attach it to the respondent'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 respondent'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.)

## **INTERVIEWS/PRESENTATIONS TOTAL 100 POINTS**

After the Selection Committee shortlists up to five (5) Respondents, Interviews/Presentations will be scheduled.

With the beginning of the Interviews/Presentations, a new ranking procedure is established. The three (3) Respondents with the highest point totals in the Interview/Presentation process shall be recommended by the Selection Committee to the Associate Vice President of Facilities Planning & Institutional Services, who will then recommend the same respondents to the Board of Trustees at its next regularly scheduled meeting.

A. Knowledge of Sites and Local Conditions: \_\_\_\_\_ (20 points)

Demonstrate knowledge of the project sites, local codes and ordinances, and permitting requirements. Indicate the respondent's ability to deliver quality workmanship in an effective and timely manner.

B. Proposed Project Staff and Functions: \_\_\_\_\_ (30 points)

Identify the following key staff positions and names of the actual staff members to be assigned to those positions for this project: Principal or Project Executive, Office Manager, and/or Project Engineer. Describe their individual ability and experiences and indicate the function of each within the organization and their proposed duties and responsibilities on this project.

C. Overall Approach and Methodology: \_\_\_\_\_ (25 points)

Demonstrate verbally and/or graphically the plan for performing this project, documenting the services to be provided and showing the interrelationship of all parties.

D. Scheduling this Project: \_\_\_\_\_ (25 points)

As a part of the project approach, propose a scheduling methodology for effectively managing and executing the work in the optimum time. Describe procedures for scheduling and for compliance controls. Identify any current projects and the projected versus the actual delivery of construction documents.

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## RFQ SPECIFICATIONS

The completed qualifications packet must contain the following information:

1. Respondents Registration Form – Appendix A
2. Proposal Certification – Appendix B
3. Financial Capability-Respondent's Financial Statements
4. Respondent's Qualification Statement-Appendix C
5. Related Experience-Appendix D
6. Beneficial Community Impact Statement
7. Onsite & In House Staff, as noted above, in Selection Criteria E
8. Drug Free Workplace-Appendix E
9. Letter of Intent-Appendix F
10. Public Entity Crime Statement-Appendix G
11. Principal/Officer Signatory Page-Appendix H
12. W9-Appendix I

### QUESTIONS:

Questions regarding this RFQ should be submitted to Thomas Russell, Director of Purchasing Russell.Thomas@spcollege.edu St. Petersburg College **no later than 02/10/20 at 2:00 pm.**

### QUALIFICATIONS DUE:

Final proposal must be submitted to Thomas Russell, Director of Purchasing, must be hand delivered or mail to St. Petersburg College, Attn: Thomas Russell, Director of Procurement, Epi Services, 14025 58th St. Room 240, N. Clearwater, FL 33760, **no later than 02/26/2020 at 2:00 pm.**

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## APPENDIX A - RESPONDENT REGISTRATION FORM

Anyone interested in doing business with St. Petersburg College is required to complete the Respondent Registration Form. The completed form does not guarantee an opportunity to submit a proposal, but does help the College in evaluating your business for future opportunities.

Business Name	
Mailing Address  (Street/P.O. Box)  City  State  Zip  County	
Contact Person	Title
Telephone #	Fax #
Email Address	
Website Address	
Type of business/service offered	
Is your company certified by the State of Florida's Office of Supplier Diversity as a Minority/Woman Owned Business?      _____ YES      _____ NO  If yes, identify certification and submit copies with this form	
Please return the completed form to <a href="mailto:SPCPurchasing@spcollege.edu">SPCPurchasing@spcollege.edu</a> ATTN: Mr. Thomas Russell, Director of Procurement	

## ADDENDIX B - PROPOSAL CERTIFICATION

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_

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

Legal Name of Respondent \_\_\_\_\_

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

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

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

Email \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX C - RESPONDENT'S QUALIFICATION STATEMENT

**Please check one specialty:**

☐ Construction Manager   ☐ MEP Engineer   ☐ Structural Engineer   ☐ Civil Engineer

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions and information provided hereinafter.

Submitted to: St. Petersburg College, Director of Procurement

Submitted by

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Principal Office: \_\_\_\_\_

☐ Corporation   ☐ Partnership   ☐ Individual   ☐ Joint Venture   ☐ Other

(Note: Attach separate sheets as required.)

1. How many years has your organization provided the requested services? \_\_\_\_\_

2. How many years under the present business name? \_\_\_\_\_

If applicable:

Former business name: \_\_\_\_\_ # Years: \_\_\_\_\_

3. Corporations, answer the following:

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President: \_\_\_\_\_

Regional Manager: \_\_\_\_\_

District Manager: \_\_\_\_\_

4. Partnerships, answer the following:

Date of organization: \_\_\_\_\_

Type of partnership: \_\_\_\_\_

Names and addresses of partners (if applicable):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

5. If other than a corporation or partnership, describe organization and name principals:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

6. Have you ever failed to complete any contract awarded to you? \_\_\_\_ YES \_\_\_\_ NO

***If yes, indicate when, where, why, and name/telephone number of persons we may talk to about this:***

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

7. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contact? \_\_\_\_ YES \_\_\_\_ NO

***If yes, state circumstances:***

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9. Worker's Compensation insurance policy number \_\_\_\_\_

Name of company: \_\_\_\_\_

Policy amount: \_\_\_\_\_

10. Comprehensive General Liability \_\_\_\_ OR Professional Liability \_\_\_\_

Policy number: \_\_\_\_\_

Name of company: \_\_\_\_\_

Policy amount: \_\_\_\_\_

(\$500,000 combined single limit minimum)

The Board of Trustees, St. Petersburg College, will be named additional insured for General Liability coverage if our company is awarded the bid? \_\_\_\_ YES \_\_\_\_ NO

***PLEASE NOTE: A "No" answer will disqualify your bid.***

11. Name(s) and telephone number(s) of person(s) designated as liaison with the College in administering the contract in the event of bid award (attach sheet if necessary):

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Respondent's Qualification Statement reviewed and submitted by:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

NOTARIZATION

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

Personally known to me \_\_\_\_\_ YES \_\_\_\_\_ NO

OR

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Notary Public State of: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
(Printed, typed or stamped Commissioned name of Notary Public)

## APPENDIX D -RELATED EXPERIENCE

### **RECENT PROJECTS**

Major consideration will be given to the successful completion of recent projects comparable in scope and complexity for construction projects valued up to \$2,000,000, or studies for which professional service fee does not exceed \$200,000.

List the most recently completed projects that best illustrate the experience of the Respondent 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 \_\_\_\_\_

#### **Respondent's Role in the Project**

Respondent'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: \_\_\_\_\_

**Respondent’s Role in the Project**

Respondent’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: \_\_\_\_\_

1. Is your Respondent 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 Respondent 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 Respondent failed to complete a project?  
\_\_\_\_ YES \_\_\_\_ NO

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

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4. Within the previous seven (7) fiscal years, has your Respondent 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 Respondent'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 Respondent?

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

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6. Within the previous seven (7) fiscal years, has your Respondent declared bankruptcy?

\_\_\_\_\_ YES \_\_\_\_\_ NO

***If yes, please explain:***

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7. Within the previous seven (7) fiscal years, has your Respondent returned project cost savings to the owner?

\_\_\_\_\_ YES \_\_\_\_\_ NO

***If no, please explain:***

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

## APPENDIX E - DRUG FREE WORKPLACE

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

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

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

---

Respondent's Signature

---

Date

## APPENDIX F - 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 respondent for this project. Letter of Intent shall be submitted under separate cover along with respondent'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 G - 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 (1) 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 (1) 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 (1) 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 (1) 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 H - PRINCIPAL/OFFICER SIGNATORY PAGE

The enclosed financial information, the Respondent'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 Respondent.

The undersigned certifies that she/he is a principal or officer of the Respondent, authorized to sign on behalf of the Respondent 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 Respondent if awarded the contract.

For and on behalf of the Respondent:

---

*(SIGNATURE)*

---

*(TYPED NAME)*

---

*(TITLE)*

Please include most recent financial statements

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-				-		

Employer identification number									
			-						

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## APPENDIX J STATEMENT OF NO PROPOSAL

RFQ \_\_\_\_\_

If your company does not intend to respond to this RFQ, please complete and return this form prior to the date shown for receipt of Proposals to: [SPCPurchasing@spcollege.edu](mailto:SPCPurchasing@spcollege.edu)

Attn: Mr. Thomas Russell, Director of Procurement

The undersigned declines to submit a proposal on the above referenced Invitation to Proposal for the following reason(s):

\_\_\_\_ Specifications are too "restrictive." (Please explain below)

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\_\_\_\_ Unable to meet specifications

\_\_\_\_ Specifications were unclear. (Please explain below)

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\_\_\_\_ Insufficient time to respond

\_\_\_\_ We do not offer this type of product or equivalent

\_\_\_\_ Our production schedule would not permit us to perform

\_\_\_\_ Other (please explain below)

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email address

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

## 13.1 Indemnity

- (1) The respondent 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 respondent'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 respondent and/or subcontractor providing such insurance.
- (3) The foregoing indemnity shall survive the completion and/or termination of this Agreement.

## 13.2 Respondent's Insurance

- (1) The respondent shall not commence any construction work in connection with this Agreement until the respondent 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 respondent 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 respondent 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 respondent shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by respondent'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 respondent shall provide adequate insurance, satisfactory to the College, for the protection of the employees not otherwise protected.
- (3) Commercial General Liability Insurance – The respondent 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 respondent or anyone directly or indirectly employed by the respondent, and the minimum as follows:
  - (a) Commercial General Liability \$1,000,000 Each Occurrence,
  - (b) Automobile Liability Coverage, \$500,000 Each Occurrence  
Bodily Injury & Property Damage
  - (c) Excess Liability, Umbrella Form For all amounts over and <sup>40</sup>above



\$1,000,000 up to the  
completed project cost

Liability coverage shall also include:

- (d) Pollution Liability;
- (e) Broad Form Property Damage Coverage to include XCU and demolition coverage if excluded;
- (f) The respondent's General Liability Policy shall include Contractual Liability Coverage designed to protect the respondent for contractual liabilities assumed by the respondent in the performance of this Agreement;
- (4) Equipment Coverage –The respondent 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 respondent 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 respondent 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 respondent 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 respondent, 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 respondent 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 respondent 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 respondent 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 respondent, 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 respondent's insurance for the liabilities assumed by respondent 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 respondent 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 respondent shall require similar waivers from all subcontractors and their sub-subcontractors.

- (b) **Loss or Damage to Equipment Covered by Insurance** - The College and the respondent 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 respondent shall require similar waivers from all subcontractors and their sub-subcontractors.
- (c) **Property and Consequential Loss Policies** - The College waives subrogation against the respondent 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.