

Request for Qualifications

Architectural Services, Continuing Contract – Miscellaneous Projects

RFQ #2-2017/2018



Due: May 17, 2018 @ 2:00 PM, CT

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

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REQUEST FOR QUALIFICATIONS

The District Board of Trustees of Gulf Coast State College request qualifications from architectural firms to provide services as may be determined necessary by the College. The College intends to enter into a contract with a minimum of two (2) architectural firms responsible for assigned projects having estimated construction costs and study fees not exceeding the threshold amounts of \$2,000,000 (construction) and \$200,000 (planning or study fees) respectively, provide for in *Chapter 287.055, Florida Statutes*. This may be a multiple award contract for an initial period of three (3) years with an option to renew for up to one (1) additional three (3) year period. Selection of finalists for interview may be made on the basis of professional service qualifications including related architectural experience and ability, location, past performance, and current workload. Firms must be properly registered at the time of submittal to practice their profession in the State of Florida. Representative samples of related work may be submitted in a separate binder. Firms are advised that plans and specifications for A/E projects may be reused. Selection will be made in accordance with *Chapter 287.055, Florida Statutes*. Firms interested in obtaining a copy of the solicitation should contact Tonia E. Lawson, Executive Director of Procurement & Auxiliary Services at tlawson@gulfcoast.edu.

These services are further described on the Scope of Work page of the Request for Qualifications. The size, scope and complexity of projects under this contract will be determined based upon specific requirements of each project as determined by Gulf Coast State College.

Request for qualifications will be received by the Executive Director of Procurement & Auxiliary Services in Room 126 of the Administration Building, Gulf Coast State College, 5230 West U.S. Highway 98, Panama City, Florida 32401-1058, on or before **2:00 PM CT, May 17, 2018**; the RFQ opening will follow the 2:00 PM deadline in Room 126.

In order to ensure uniformity, RFQs must be submitted on the RFQ tender forms or exact photo copies. RFQs not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection. Submittals that do not comply or those that do not include the requested data will not be considered.

The College will not be responsible for any delays in delivery of the RFQ. GCSC encourages the participation of Minority, Women Owned, Service-Disabled Veteran Business Enterprises and subcontractors.

Questions regarding responses to this Request for Qualifications should be in writing either by email to Executive Director of Procurement and Auxiliary Services at tlawson@gulfcoast.edu by May 4, 2018. The College will respond in writing, to all who inquire. All questions shall be emailed to email, using the following subject line: **"RFQ #2-2017/2018 Question"**. GCSC will provide written answers to questions received in the form of a written addendum no later than **4:00 PM CT, May 8, 2018**. The College will not be responsible for any oral instructions made by any GCSC employees in regards to this solicitation.

Statement of Qualifications shall be delivered in person or by mail/courier service to the College's Executive Director of Procurement and Auxiliary Services, Attn: Tonia E. Lawson, Bldg. A, Room 126, 5230 West US Highway 98, Panama City, Florida 32401, by **2:00 PM CT, May 17, 2018**. The Request for Qualifications number, description, and the Firm's name and address must be on the outside of the sealed envelope. After the closing time, Firms' Statements of Qualifications will be opened for the sole purpose

of recording the names of the Firms submitting their written Statements of Qualifications and to deliver all timely received Statements of Qualifications to the Selection Committee.

Any Statement of Qualifications received after the specified time and date shall not be considered; additionally, any Statement of Qualifications submitted orally, telephonically, e-mailed, faxed, or modified shall not be accepted. All Statements of Qualifications may be submitted in person or by mail/courier service to the specified address by the specified deadline. The College cautions firms to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Receipt of proposal can be confirmed by calling the College Procurement Office.

The District Board of Trustees of Gulf Coast State College, reserves the right to waive minor, nonmaterial irregularities in any or all Statements of Qualifications and accept or reject, in part or in full, any or all Statements of Qualifications.

END OF SECTION

GENERAL CONDITIONS

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

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

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

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

1. **EXECUTION OF QUALIFICATIONS:** Proposals must contain an original manual signature of an authorized representative. **Failure to properly sign the proposal may invalidate same, and it may not be considered for award.** All proposals must be completed either handwritten in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered information and enter the corrected information above it. Corrections must be initialed by the person signing the proposal. **Any illegible entries, pencil proposals or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. **Altered proposals will not be considered.** Clarification of proposals submitted shall be in letterform, signed by firms and attached to the proposal.
2. **NUMBER OF COPIES:** Firms shall submit one (1) original and eight (8) copies as well as one (1) digital copy on either a USB flash media in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/container marked as stated in the Proposal Submission clause. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the selection committee.
3. **QUALIFICATIONS PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFQ. All Statements of Qualifications submitted in response to this RFQ, conference attendance and visits to Gulf Coast State College must be at the sole expense of the Firm, whether or not any contract is signed as a result of this Request for Qualifications.
4. **QUALIFICATIONS SUBMISSION:** The College will receive proposals at the Procurement Office. The outside of the sealed envelope/container must be identified as follows:
 - Firm's name
 - Return address
 - RFQ number and title
 - Due date and time
5. **DUE DATE AND TIME:** **The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened.** The College will not be responsible for late deliveries or delayed mail. The time stamp located in the Procurement Office shall serve as the official authority to determine lateness of any proposal.

Receipt of the proposal in the Procurement Office after the date and time specified, due to failure by the firm to provide the above information on the outside of the envelope/container shall result in the rejection of the firm's proposal.

The firm may submit the proposal in person or by mail/courier service. The College cautions firms to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals.

6. **REGISTRATION:** Firms who obtain RFQ documents from other sources must officially register with the College's Procurement Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums to firms who receive RFQ documents from other sources.

Failure to register as a prospective firm may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current and/or final addendum.

7. **NO QUALIFICATION:** If not submitting a proposal, respond by returning only the **Statement of Non-Submittal of Qualification** and give the reason in the space provided. Failure to submit a Statement of Non-Submittal of Qualification may be cause for removal of the firm from the mailing list.
8. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Firms of all changes in scheduled due dates by written addendum.
9. **REVISIONS AND AMENDMENTS:** The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings (if applicable) or both prior to the date set for opening of RFQ, such revisions and amendments, if any, will be announced by an addendum to the RFQ. If the revisions and amendments are of a nature which require material changes in quantities (if applicable) or prices (if applicable), the date set for the opening of the RFQ may be postponed by such number of days as in the opinion of the Executive Director of Procurement and Auxiliary Services that will enable Firms to revise their RFQ. In such cases the addendum will include an announcement of the new RFQ opening date. The firms shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All firms must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all firms must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm's firm or any of its branches.
11. **DISQUALIFICATION:** Any or all proposals will be rejected if there is reason to believe that collusion exists between firms. Proposals in which the prices obviously are unbalanced may be subject to rejection.
12. **PROPOSAL WITHDRAWAL:** Firms may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Firms may withdraw their proposals in person or through an authorized representative. Firms and authorized representatives must

disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Withdrawn Statements of Qualifications may be resubmitted up to the time designated for the receipt of Statements of Qualifications provided that they are then fully in conformance with the requirements of the RFQ. Once opened, all proposals become the property of the College and will not be returned to the firms.

13. **POSTING OF RESULTS:** Proposal tabulations with recommended awards will be posted for review by interested parties in the Procurement Office on or about May 25, 2018 and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Firms will receive a copy of the proposal tabulations with recommended awards electronically via email per Florida Statute 120.57(3).
14. **ADDITIONAL INFORMATION:** No additional information may be submitted, or follow-up performed by any firm after the stated due date of a formal presentation to the selection committee, unless specifically requested by the College.
15. **CONTRACTUAL AGREEMENT:** This Request for Qualifications in its entirety shall be included and incorporated in the final contract awarded as a result of this Request for Qualifications. The order for contract precedence will be the contract, proposal document and response. Any and all legal actions associated with this Request for Qualifications and/or the resultant contract shall be governed by the laws of the State of Florida. In the event the language in the contract itself should conflict with the terms of this RFQ, the contract shall prevail. There is no obligation on the part of the College to enter into any contract as a result of this RFQ. The College reserves the right to enter into one contract with a single firm for all services, or award multiple contracts to multiple firms, whichever is in the best interest of the College and based on the criteria listed in this RFQ, pursuant to 119.071 (2), Florida Statutes.
16. **PUBLIC RECORDS:** Upon award or thirty (30) days after opening, whichever is earlier, proposals become "public records" and shall be subject to public disclosure consistent with chapter 119.07(1), Florida Statutes. Firms must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Firms are hereby notified that any part of the Statements of Qualifications, or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).
17. **INQUIRIES/INTERPRETATIONS:** All firms shall carefully examine the RFQ documents. Firms are expected to examine, as applicable, the terms and conditions, specifications, Scope of Work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Procurement Office no later than the date specified within the RFQ schedule. Any interpretation of or changes to the RFQ will be made in the form of a written addendum to the RFQ and will be furnished to all firms.

Such inquiries regarding this RFQ must be submitted in writing (via email, fax or hand delivery) to the College's Executive Director of Procurement and Auxiliary Services. The College will provide written answers (via email, fax or hand delivery) to the questions in the form of a written addendum to all firms who have received the RFQ. The College will not be responsible for any

instructions made by any employee(s) of the College in regard to this RFQ outside of a written addendum.

18. **QUALIFIER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal.
19. **SUB-CONTRACTING:** Where a firm does not have the capability or the time to complete the work required under this proposal "in house", sub-contracting will be permitted only with the prior knowledge and approval of the College. Therefore, the name of any sub-contractor(s) contemplated for use will be included as part of the proposal. This process is needed so that the college can be assured and in agreement that the sub-contractor(s) can complete the work to the desired quality and in a timely manner.
20. **PUBLIC OPENING/EVALUATION:** Proposals shall be publicly opened on the date and time specified herein unless changed by Addendum. A Proposal may not be altered after the opening of the Proposals. A late modification of the proposal from the otherwise successful Firm offering more favorable terms to the College will be accepted. Upon receipt of proposals, a selection committee will select qualified candidates based on criteria contained herein. At the discretion of the Executive Director of Procurement and Auxiliary Services, qualified short listed responders will be contacted to give oral presentations after the initial review of all proposals.
21. **ACCURACY OF QUALIFICATION INFORMATION:** Any firm which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
22. **ADVERTISING:** In submitting a proposal, the firm agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.
23. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the RFQ prior to their performance, it shall be the responsibility of the firm to notify the Procurement Office at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.
24. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where firms are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the firm will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The firm shall be liable for any damages or loss to the Board occasioned by negligence of the firm (or agent) or any person the firm has designated in the completion of the contract as a result of his or her proposal.
25. **DRUG FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
26. **CANCELLATION:** In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days immediate cancellation may be made. Gulf Coast State College

reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.

27. **TERMINATION:** If a contract is awarded as a result of this RFQ and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate and award a new contract to the next ranked firm or to issue a new RFQ, whichever is determined to be in the best interest of the College.

The Firm will serve at the will and pleasure of the College. Either party may cancel the Contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the Contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the Firm will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College, the Firm shall:

- Stop orders/work on the date and to the extent specified.
- Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
- Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.
- Continue and complete all parts of the work that have not been terminated.

28. **SEVERABILITY:** If any provision of a contract resulting from this RFQ is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.

29. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-firm or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By signing the proposal, the vendor attests they have not been placed on the convicted vendor list.

30. **ACCEPTANCES AND REJECTION:** The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that firm who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any firm who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award.

31. **JOINT VENTURES:** Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal

with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFQ.

32. **DISPUTES AND PROTESTS:** In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties. Failure to file a protest within the amount of time prescribed in FS 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
33. **FAMILIARITY WITH LAWS:** All firms are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this RFQ. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
34. **EQUAL OPPORTUNITY:** The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, religion, age, disability, marital status, national origin, and gender. The firm agrees to make no distinction in its employment practices on the basis of race, color, religion, age, sex, marital status, or national origin and neither shall discriminate against any qualified person with disabilities in such practices. Firm agrees to adhere to any and all applicable State and Federal Civil Rights Laws. Gulf Coast State College does not discriminate on the basis of race, ethnicity, national origin, gender, age, religion, marital status, disability, sexual orientation and genetic information in its educational programs and activities. The following department has been designated to handle inquiries regarding nondiscrimination policies: Human Resources, at (850) 913-2926, Gulf Coast State College, 5230 West US Highway 98, Panama City, Florida 32401.
35. **SMALL BUSINESS PARTICIPATION:** The College strongly encourages small, minority and/or women owned Firms or joint venture Firms to submit proposals. Minority/Women Business Enterprises that file false status of their M/WBE status may be found guilty of a felony of the second degree and be disbarred from bidding with Gulf Coast State College for thirty-six (36) months pursuant to 287.094 Florida Statutes.
36. **DEFAULT:** In the event of default on a contract, the successful firm shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price proposal, times the quantity (or) \$50.00, whichever amount is larger. In the event of default on a contract, the successful firm shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.
37. **INVOICING AND PAYMENT:** Payment will be made by the buyer after the service awarded to a firm have been received, inspected, and found to comply with award specifications, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
 - Timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order or contract, and submit to Accounts Payable at the address indicated on the purchase order.
 - All invoices shall consist of an original and (1) copy; clearly referencing the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
 - The invoice shall also contain the firm's Federal Employer Identification Number (F.E.I.N.).

- Gulf Coast State College terms are “Net 30” after acceptance of goods or services and receipt of an acceptable invoice as described herein.
38. **ANTI-DISCRIMINATION:** The firm certifies that he or she is in compliance with the non discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
39. **OSHA:** The firm warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
40. **AFFIRMATION:** By submission of a proposal, the firm affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Firm agrees to abide by all conditions of this RFQ and the resulting contract.
41. **RENEWAL:** Renewal Option, X YES ___ NO: If yes, the terms in this RFQ will automatically renew for one (1) year increments for up to an additional three years unless terminated, with 30 days written notice, by either party.
42. **INDEMNIFICATION:** To the fullest extent permitted by law, the firm shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys’ fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the firm or other person utilized by the firm in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

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

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

44. **PROHIBITION AGAINST CONTINGENT FEES:** By submitting the Firm’s Statement of Qualifications, the Firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the Firm from future contracts with Gulf Coast State College for a period up to five (5) years.
45. _____
46. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
47. **DEBARMENT:** Gulf Coast State College, when using Federal funds may not solicit offers from, award contracts to or consent to sub-contract with contractors debarred, suspended or proposed for debarment, and may disapprove or not consent to the selection (by a contractor) of an individual to serve as a principal investigator, as a project manager, in a position of responsibility for the administration of Federal funds, or in another key personnel position, if the individual is listed in the Excluded Parties List System (EPLS). Also, the College shall not conduct business with an agent or representative of a contractor if the agent's or representative's name is listed in the EPLS. The College shall review the EPLS before conducting a pre-award survey or soliciting proposals, awarding contracts, renewing or otherwise extending the duration of existing contracts, or approving or consenting to the award, extension, or renewal of sub-contracts.
48. **LOBBYING:** Firm or Contractor is prohibited from using funds provided under this RFQ for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
49. **RECORDS OF RETENTION:** Contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General as per Federal Acquisition Regulation 52.212-5 Subpar 4.7.
50. **SELECTION PROCESS:** The successful Firm will be selected based on the evaluation criteria described in the applicable sections of this Request for Qualifications.

51. **ASSIGNMENT:** Neither this Request for Qualifications nor any duties or obligations assumed under any agreement or contract(s) resulting from this Request for Qualifications shall be assigned by Firm without prior written consent of the College.
52. **FIRM WARRANTY OF ABILITY TO PERFORM:** Firm shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the Firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the Firm's obligations or diminish the Firm's obligations or diminish the Firm's financial ability to perform the terms of any proposed contract with the College.
53. **INDEPENDENT FIRM:** Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Firm the agent or representative of the College for any purpose in any manner whatsoever. Firm is, and shall remain, an independent contractor with respect to all services performed.
54. **QUALIFICATIONS MODIFICATION:** A Firm may change the Statement of Qualifications at any time prior to opening; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Statement of Qualifications, which are addressed in the same manner as the Statement of Qualifications, and are received by the College's Executive Director of Procurement and Auxiliary Services, Attn: Tonia E. Lawson before the scheduled opening time will be accepted. The Statements of Qualifications, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope; which is plainly marked A Modification of Qualifications with the Firm's name.
55. **AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2010:** If special accommodations are required in order to attend the Pre-proposal meeting and/or the Statement opening, contact Tonia E. Lawson, Executive Director of Procurement and Auxiliary Services (850) 872-3843.
56. **PROPOSED MATERIALS:** The material submitted in response to the Request for Qualifications becomes the property of the College and is to be appended to any formal document, which would further define or expand the contractual relationship between the College and the Firm.
57. **PROPRIETARY MATERIAL:** All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
58. **OWNERSHIP OF WORK PRODUCTS:** The College will be considered the owner of all work products produced under any contract that results from this RFQ.
59. **ERRORS AND OMISSIONS:** The Firm is expected to comply with the true intent of this RFQ taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Firm suspect any error, omission, or discrepancy in the specifications or instructions, the Firm shall immediately notify the College, in writing, and the College shall issue written instructions to be followed. The Firm is responsible for the contents of its Statement of Qualifications and for satisfying the requirements set forth in the RFQ.

60. **FIRM'S RESPONSIBILITY:** It is understood and the Firm hereby agrees it shall be solely responsible for all services it proposes, notwithstanding the detail present in the RFQ.
61. **PROPOSAL REJECTION:** The College shall have the right to reject any or all Statements of Qualifications and in particular to reject a Statements of Qualifications not accompanied by data required by the RFQ or a Statements of Qualifications in any way incomplete or irregular. Conditional Statements of Qualifications will not be accepted.
62. **PERFORMANCE INQUIRY:** As part of the evaluation, the College may make inquiries to determine the ability of the Firm to perform the work. Please provide references as stated in the Previous Experience section of the Instructions for Preparing Proposals in this RFQ, preferably from other educational institutions, that shall include the complete name, address, telephone number, and contact person.
63. **GOVERNING LAW AND VENUE:** This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Firm hereby agree that venue shall lie in Bay County, Florida.

END OF SECTION

INSURANCE REQUIREMENTS

1. REQUIREMENTS:

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

A. Minimum Limits:

1. General Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
 - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$500,000 for each person
 - b. Not less than \$500,000 for each incident
 - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
 - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
 - b. \$100,000 for each disease
 - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate

B. Conditions:

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
3. The College's Executive Director of Procurement and Auxiliary Services or designee may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above).
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.

6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

2. **MISREPRESENTATION:**

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

3. **GOVERNMENTAL ENTITIES:**

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

END OF SECTION

EVALUATION CRITERIA

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

1. **Ability of Professional Personnel (Architectural Team)**

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

2. **Certified Minority Business Enterprises**

Indicate if the firm or joint venture is a certified Minority/Women Owned and Controlled Business Enterprise (MBE). A copy of the MBE certification must be included with your package.

3. **Willingness to Meet Time & Budget Requirements**

Explain your willingness to meet time and budget requirements. Explain the process and what is included.

4. **Location**

Distance from firm’s/joint venture’s office to the main campus of the college.

5. **Recent, Current & Projected Workloads**

Provide descriptions of recent projects, for which your team has been the lead architect engineer, including details of cost, and relevance to the project. Outline your team’s experience with Higher Education projects. Include a list of services your firm can provide to the College. The College will rely on you to provide a high quality product and to insure that the contractor meets the specifications that you and the College outline. Explain how you will maintain high quality design and enforce high quality construction.

6. **Volume of Work Previously Awarded to each Firm by GCSC.**

Provide a list of previously your firm has been awarded and completed.

7. **References**

List four (4) clients for whom you have provided services in the past four (4) years. These references should have had direct contact with the primary staff proposed on this project. Give a brief scope of work for each project. Provide the contact person’s name, current telephone number and email address. Provide two clients and contractor references for projects currently under construction, or completed within the last year, including contact names and current telephone numbers and email address.

8. **Financial Statements**

Provide one (1) copy of the company’s **financial statements** for the last **three (3) years** is required. Internally prepared, compiled, reviewed and audited statements are acceptable. The College may require the Firm to submit additional financial information necessary to evaluate the Firm’s financial ability to perform the project and to respond to damages in the event of litigation pertaining to errors and/or omissions in providing professional services.

EVALUATION PROCESS

1. EVALUATION METHOD:

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

2. NON-RESPONSIVE PROPOSALS:

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

3. SHORT LISTING:

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

4. NOTIFICATION OF SHORTLISTING:

- A. The short listed firms will be notified as follows:
 - 1. An email will be sent to those firms who have been short listed, notifying them of their rank.

5. STATEMENT OF QUALIFICATION:

- 1. To insure that all RFQ's are fairly evaluated, scored and ranked, it is very important that the RFQ's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

2. **Point System:** The College will follow Chapter 287.055(4)(b) Competitive Selection criteria for award of this contract. Scoring criteria will be based on the following:

Criteria for Evaluating Proposals	Weight
Ability of Professional Personnel (0 to 30 points)	30%
Certified Minority Business Enterprises - Yes or No (0 to 5 points)	5%
Willingness to Meet Time & Budget Requirements (0 to 30 points)	30%
Location (0 to 5 points)	5%
Recent, Current & Projected Workloads (0 to 10 points)	10%
Volume of Work Previously Awarded to each Firm by GCSC (0 to 10 points)	10%
TOTAL	100%

END OF SECTION

SCOPE OF WORK

MISCELLANEOUS ARCHITECTURAL PROJECTS- CONTINUING CONTRACT

The successful firm(s) will be required to provide sufficient information to permit contractors to respond to College's request for proposals and permit College to enter into a construction contract. The budget for each project and services requested shall be determined based upon each project's specific scope and requirements. In accordance with 287.055(2)(g), Florida Statutes, each individual project under the contract shall not exceed \$2 million. For study activity each individual study under the contract shall not exceed \$200,000. The architectural services shall include, but are not limited to all professional services and meetings required for the following:

1. Review of existing site conditions.
2. Preparation of a scope of work statement and preliminary cost estimate.
3. Coordination with appropriate government agencies.
4. Design and Construction drawings and specifications that incorporate the necessary sub consultant discipline such as environmental, architectural, engineering, structural, surveying and any other that will be required. The documents will set forth in detail the requirements for construction of the project.
5. Assist in the bid process and evaluation of the construction contract.
6. Administrative review and observation during the construction phase, review of the submittals and shop drawings, review of the project close out documents and the 11 month warranty review.
7. Manage all architectural processes related to Construction Manager at Risk projects.

END OF SECTION

GENERAL INFORMATION

1. PURCHASING AGREEMENTS WITH OTHER PUBLIC AGENCIES:

- A. All firms submitting a response to this RFQ agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, unless an exemption is submitted with the proposal. The exemption should be submitted on a separate form with the Statement of Qualifications and labeled Exemption to Purchasing Agreements with other Public Agencies.
- B. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by the virtue of this RFQ.

Schedule of Events

The College will attempt to adhere to the following schedule of events:

Date/Time	Activity
April 19, 2018	Release / Posting of RFQ
May 4, 2018 @ 2:00 PM CT	Deadline for Written Questions / Requests for Information Questions must be submitted in writing via email to GCSC's Procurement Director, Tonia E. Lawson at tlawson@gulfcoast.edu .
May 8, 2018 @ 4:00 PM CT	Release of Official Response to Questions via Addendum https://www.gulfcoast.edu/administration-departments/procurement/solicitations-awards/index.html
May 17, 2018 @ 2:00 PM CT	RFQ Due in the Procurement Office, Administration Bldg., Room 126
May 21-25, 2018	Shortlist Firms for interview/presentation – time & location TBD
June 4-8, 2018	Interview/Presentation by Shortlist Firms – time & location TBD
June 4-8, 2018	Evaluation Committee Meeting(s) – time & location TBD
June 8, 2018	Notice of Recommendation of Intent to Award
June 2018	Award Recommendation Submitted to District Board of Trustees for Approval

END OF SECTION

INSTRUCTIONS FOR PREPARING PROPOSALS

1. **RESPONSE REQUIREMENTS:** To ensure that all Statements of Qualifications are fairly evaluated, scored, and ranked, it is very important that the Statements of Qualifications are prepared according to the prescribed format. **Failure to follow this requirement may result in the disqualification of your Statement of Qualifications.**
 - A. To be considered, one (1) original and eight (8) copies as well as one (1) digital on a USB flash media in PDF format of each Statement of Qualifications must be received at the College's Executive Director of Procurement and Auxiliary Services, Attn: Tonia E. Lawson, 5230 West US Highway 98, Panama City, Florida 32401 no later than **2:00 PM on May 17, 2018**. Statements of Qualifications should be mechanically bound and should be limited to not more than **40 (8.5 inch x 11 inch) pages** printed on one side excluding covers, dividers, entire original RFQ and the requested forms in the RFQ. Oversize pages will be counted as two pages. Submissions in excess of 40 pages will not be disqualified; however, clarity, conciseness, and brevity will be evaluated in completeness and responsiveness.
 - B. Do not alter the RFQ in any way. Do not take it apart to use it in sections of your proposal. The entire RFQ will become part of the final contract between the College and the Firm.
 - C. The complete Statement of Qualifications responding to the RFQ must include a completed signature page (Section C.).
 - D. The Statement of Qualifications shall be signed by a person or persons legally authorized to bind the Firm to a contract. A Statement of Qualifications submitted by an agent shall have a current Power-of-Authority attached certifying agent's authority to bind Firm.
2. **PROPOSAL FORMAT:**
 - A. For ease of evaluation:
 1. The proposal should be submitted on 8 ½ x 11 paper
 2. Portrait Orientation
 3. With headings and sections numbered
 4. The sections should be separated by using divider tabs for easier reference
 5. Ensure all information is typewritten
 - B. The proposal should be divided by tabs into sections with references to parts of the RFQ done on a section-by-section basis.
3. **PROPOSAL SUBMITTAL:**
 - A. **Basic Submittal Information:**
 1. **Letter of Intent:** This letter will summarize in a brief concise manner, the firm understands the Scope of Work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official

authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed one (1) page in length.

2. **Acknowledgement of Addenda:** Include the signed and dated acknowledgement page of the last/final addendum issued by the College, if applicable.
3. **Signature Page**
4. **Qualifications Certification Form**
5. **W9 Form**
6. **Corporate Information:** If firm is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying firm's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the state of Florida.
7. **Subsidiaries:** Name any subsidiary or affiliated companies in which principals have a financial interest. Explain in detail the principal's interest in this company.
8. **History of Firm:** Indicate in chronological order the firm's history.
9. **Bankruptcy:** Indicate whether your firm has filed for bankruptcy within the previous seven (7) years.
10. **Drug Free Workplace (DFW):** If applicable provide a statement concerning the firm's status as a drug free workplace. Whenever two or more proposals are determined to be equal, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
11. **Properly signed Public Entities Crime Statement**

B. Professional Personnel - Architectural Team:

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

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

C. Previous Experience (Recent, Current & Projected Workloads):

This submission should include:

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

D. Services and Quality Control:

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

E. Overall Quality of the Submittal:

How well is the proposal put together and does the proposal comply with the requirements of the RFQ.

F. References:

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

Do not include as a reference:

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

G. Insurance:

1. You must provide a certificate of insurance that confirms workers compensation, general liability and property damage insurance as required by law.

H. Financial Statements:

1. At least one (1) copy of the company's financial statements for the last three (3) years is required. Internally prepared, compiled, reviewed and audited statements are acceptable. Other submittals may state "included in original." The College may require the Firm to submit additional financial information necessary to evaluate the Firm's financial ability to perform a project and to respond to damages in the event of litigation pertaining to errors and/or omissions in providing professional services.

END OF SECTION

<input type="checkbox"/>	Foreign Owned Business	<input type="checkbox"/>	Minority Owned Business
<input type="checkbox"/>	Women Owned Business	<input type="checkbox"/>	Small Business
<input type="checkbox"/>	Government Entity	<input type="checkbox"/>	Non-Profit Business
<input type="checkbox"/>	Corporation Estate/Trust	<input type="checkbox"/>	Individual, Self-Employed
<input type="checkbox"/>	Partnership, Joint Venture		

Name (Print): _____

Signature: _____

Date: _____

Firms certify by their signature they have read and understand the conditions and specifications of this Statement of Qualifications and they have the authority, capacity, and capability to perform to the conditions and specifications of this Request for Qualifications.

DRUG FREE WORKPLACE

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

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

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

Firm's Signature

Date

QUALIFICATIONS CERTIFICATION

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

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

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

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

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature

Name(s) and Title(s) _____

Legal Name of Firm _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Date _____

NOTE: Please return to Gulf Coast State College with your proposal.

DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

Company Name

Date

Authorized Signature

Title

SUB-CONTRACTORS AND CONSULTANTS (Use additional forms as necessary)

Sub-Contract Area (Item/Specialty Contracted): _____

Company Name of Sub-Contractor/Consultant: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Email Address: _____

Contact Phone Number: _____ Fax Number: _____

Incorporation Date: _____ Corp. Charter No.: _____

Please indicate why their services will be required or their role in the project. _____

Sub-Contract Area (Item/Specialty Contracted): _____

Company Name of Sub-Contractor/Consultant: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Email Address: _____

Contact Phone Number: _____ Fax Number: _____

Incorporation Date: _____ Corp. Charter No.: _____

Please indicate why their services will be required or their role in the project. _____

Firm's Signature

Date

PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OFFICER OFFICIAL AUTHORIZED TO ADMINISTER OATHES.

1. This sworn statement is submitted to _____
(print name of the 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 the 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 bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
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 or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity; or
 - b. 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.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of any entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT 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 297017, 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 _____, 2018.

Personally know _____

OR Produced identification _____ Notary Public State of _____

_____ My commission expires _____

(Type of Identification)

(Printed, type or stamped commissioned name of notary public)