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CONTRACTORS

PRE-QUALIFICATION QUESTIONNAIRE FOR

PALM BEACH COUNTY

Department of Economic Sustainability
Capital Infrastructure, Real Estate, & Inspection Services
100 Australian Avenue – Suite 500
West Palm Beach, FL 33406
(561) 233-3600

MINIMUM CRITERIA TO BE USED IN PRE-QUALIFYING CONTRACTORS

I. CONTRACTORS BUSINESS INFORMATION

No Minimum Criteria as to type of business is required other than possessing the requisite licensure as provided by Section 287.055, Florida Statutes and local regulations to perform the specific work required by these documents.

II. SURETY

Not required unless the total of active work orders with any one contractor exceeds \$200,000 and the bidder is participating in the Bond Waiver Program. All work under \$200,000 is exempt under the County's Bond Waiver Program (PPM # CW-F-016).

III. LITIGATION

The Firm must:

- A. Not be involved in current or pending litigation which is likely to have a material negative impact on their ability to execute this project.
- B. Not display an undesirable pattern of construction related litigation with project Owners.

IV. FINANCIAL

The firm(s) must provide evidence of adequate financial stability and resources to execute the work. Submit financial statements, tax returns, etc., documenting the company's fiscal stability for the past three (3) years.

V. LICENSURE

The firm must possess a valid Contractor's License pursuant to Florida Statute Chapter 489 for a period not less than three (3) years.

VI. REGULATORY ACTIONS

As part of assessing the Contractor's reliability and safety record, the prospective Contractor shall include all regulatory actions, both pending and settled within the past ten (10) years.

VII. CERTIFICATION

Contractor must provide a list of all active Certifications.

VIII. EXPERIENCE

- A. The Contractor will be evaluated based on the information supplied. In order to be considered for the bid, firms must submit documentation demonstrating a minimum of three (3) years experience as a Contractor, as well as, have and show proof of a minimum of three (3) consecutive years of service under the same firm name.
- B. Using **Schedule A** from the questionnaire, list all projects that are over five thousand dollar value contract amount, that have been started in the last three (3) years.
- C. Using **Schedule B** from the questionnaire, briefly identify Key Personnel and their role with the company and their work experience.
- D. Additionally, attach **Schedule C** providing the names of any customers and their contact information where the contract was terminated early for safety, quality or service issues, over the past five (5) years. Failure to disclose references, terminations, liquidated damages, negotiated penalties, disbarment or safety incidents, may result in Bidder being disqualified from participation in DES funded programs.

IX. CONTRACTOR'S BUSINESS INFORMATION

CompanyName: _____

Business/Mailing Address: _____

Telephone Number: _____

FacsimileNumber: _____

Account Manager: _____

Date Company Founded: _____

Signatory Authority: _____

Check if:

- Corporation
- Joint Venture
- Partnership
- Sole Proprietorship

Has your firm or any of its principals ever filed for Bankruptcy? Yes No
 If yes, attach a full explanation of the circumstances including the date filed, case number and current status.

If Corporation:

State and Date of Incorporation: _____
 Name Incorporated Under: _____
 Name and Title of Officers: _____

If Partnership:

State and Date of Organization: _____
 Name of All Partners: _____

Type of Partnership:

- General
- Publicly Held
- Limited
- Other (describe)

List all Subsidiaries of Holding Companies:

If Joint Venture:

State and Date of Organization: _____

Name, address, and form of organization of joint venture partners. The percentage of the joint venture responsibility is to be shown for each partner. Submit evidence of joint venture's current certification and license number.

If joint venture has not received license as a joint venture, proof that an application has been submitted to the Department of Business and Professional Regulation for licensure must be included with the pre-qualification questionnaire. If a contractor's application is approved proof of receipt of appropriate license as a joint venture will be required at the time of Bid Opening. Failure to produce a valid license at the time of any Bid Opening may result in the Bid being considered non-responsive.

If Sole Proprietorship:

State and Date of Organization: _____

Names and Address of Owner(s): _____

It is the contractor's responsibility to maintain current licenses.

X. INSURANCE REQUIREMENTS

Attach copy or Contractor's current certificates of insurance evidencing the existence of current valid and binding insurance policies.

XI. LITIGATION

A. Attach **Schedule D** listing any current and pending litigation, arbitration and/or administrative proceedings initiated by or brought against your firm or qualifying agent(s) within the last ten (10) years as a result of construction related matters, including but not limited to liens, delays, defective performance or workmanship. Said information must include project name, presiding court, plaintiff and defendant, and case number.

B. Attach **Schedule E** listing any judgments for or against your firm(s) during the past ten (10) years involving litigation with an Owner regarding construction matters including, but not limited to, mechanics liens, warranty, delay, negligence, or bonds. State project name and location, judgment amount, presiding court, plaintiff and defendant and case number.

XII. FINANCIAL

Attach **Schedule F** listing name, address and telephone number of the firm's principal banking institution and three (3) business-related credit references.

XIII. LICENSURE

A. List your firm's current license(s).

TYPE	LICENSE NUMBER	ISSUING AGENCY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. List and attach copies of all licenses (including those listed above, in XIII. A.) and certificates of competency possessed by key members of the firm, including the qualifying agent(s). Attached said documentation as **Schedule G**.

XIV. REGULATORY FINES

A. Attach **Schedule H** listing any current and pending regulatory fines, arbitration and/or administrative proceedings initiated by or brought against your firm or qualifying agent(s) within the last ten (10) years as a result of construction related matters, including but not limited to liens, delays, defective performance or workmanship. Said information must include project name, presiding court, case number, names of regulatory agency and defendant.

B. Attach **Schedule I** listing any regulatory judgments for or against your firm(s) during the past ten (10) years involving a regulatory agency regarding construction related matters. State project name and location, action, judgment amount, presiding court, case number, names of regulatory agency and defendant.

Note: Schedules A, B and are included in the Pre-Qualification Questionnaire.

Schedules C through I must be provided by applicant regardless of whether applicable or not. Failure to furnish the required schedules may result in disqualification of the Application.

XV. CERTIFICATION

I, the undersigned authority, hereby certify that the information submitted herewith, including any attachment hereto, is true and accurate to the best of my knowledge and belief under perjury of law.

By:

(Print)

(Signature)

Title: _____

Date: _____

Witness:

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, who is personally known to me or who has produced as identification and who did not take an oath.

(Notary Seal)

EXHIBIT "A" INSURANCE

Unless otherwise specified herein or granted by County's Risk Management Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times when performing any work funded by DES, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Contractor shall deliver to Owner Certificate(s) of insurance evidencing that such policies are in full force and effect, prior to performance of any work funded by DES. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor when performing any work funded by DES.

COMMERCIAL GENERAL LIABILITY: Contractor shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverage's (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

BUSINESS AUTOMOBILE LIABILITY: Contractor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY: Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Contractor's Worker's Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis.

ADDITIONAL REQUIRED INSURANCE WHEN WORK INVOLVES: The Contractor shall agree to maintain the following additional required insurance coverage's with respect to any work involving property, operations, or type of equipment for which each insurance coverage's described below have been designed specifically to provide coverage for:

BUILDER'S RISK: With respect to any of the work involving the construction of real property (buildings and improvements other than buildings) during the construction project, the Contractor will maintain Builders Risk insurance providing coverage for the entire work at the project site, and will also cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit.

The Contractor agrees and understands the County shall not provide any Builder's Risk insurance on behalf of Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Contractor. The Contractor shall be responsible for all policy deductibles on all perils.

INLAND MARINE/TRANSIT INSURANCE: With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. The Contractor agrees and understands the County shall not provide any inland marine nor transit insurance on behalf of Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Contractor.

SATISFYING LIMITS UNDER AN UMBRELLA POLICY: If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability policy. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability policy shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverage's. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Umbrella or Excess Liability policy provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

ADDITIONAL INSURED: The Contractor agrees to endorse the County as an Additional Insured on each insurance policy required to be maintained by the Contractor, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for builder's risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

LOSS PAYEE: The Contractor shall agree to endorse the County as a Loss Payee on the Builder's Risk and Inland Marine/Transit Insurance, when required to be maintained by the Contractor. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners." Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Contractor shall agree the Loss Payee endorsement provides coverage on a primary basis.

WAIVER OF SUBROGATION: The Contractor shall agree, performance of any work funded by DES to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

RIGHT TO REVIEW & ADJUST: The Contractor shall agree, notwithstanding the foregoing, the County, by and through its Risk Management Department, in cooperation with the Department of Economic Sustainability, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverage's, or endorsements, hereunder from time to time. Furthermore, the County reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

NO REPRESENTATION OF COVERAGE ADEQUACY: The coverage's and limits identified in the table have been determined to protect primarily interests of the County only, and the Contractor agrees in no way should the coverage's and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

CERTIFICATE OF INSURANCE: Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. In the event the County is notified that a required insurance coverage will cancel or non-renewed during the performance of any work funded by DES, the Contractor shall agree to furnish prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the work performed for projects funded by DES, and any extension thereof is in effect. Contractor shall agree not continue to work unless all required insurance remains in effect. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County. The County reserves the right but not the obligation to withhold payment, to Contractor until coverage is reinstated. If the Contractor fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverage's, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate project name to which it applies.
3. Evidence of renewal coverage must be provided prior to any policy expiration date during the performance of any work funded by DES.
4. Shall clearly identify Palm Beach County, Board of County Commissioners endorsed as a Loss Payee on any Inland Marine coverage's.
5. Contractor shall deliver original Certificate(s) of Insurance to the following Certificate Holder address:

DEPARTMENT OF ECONOMIC SUSTAINABILITY/CIREIS
100 Australian Avenue, Suite #500
West palm Beach, FL 33406
(561) 233-3600

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION: The Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

SUBCONTRACTOR'S INSURANCE: The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the County, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

INSURANCE COVERAGE & TABLE: The Contractor shall agree to maintain the coverage's, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Table below:

<u>INSURANCE COVERAGE & LIMIT TABLE</u>		
<u>TYPE OF COVERAGE</u>	<u>CONTRACTS LESS THAN \$500,000</u>	<u>CONTRACTS \$500,000 OR MORE</u>
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$500,000 per occurrence Yes	\$1,000,000 per occurrence Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
<u>WORKERS COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than: Employers Liability Limits:	Statutory \$100/500/100	
<u>INLAND MARINE COVERAGE:</u> Limit not less than: Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project. Yes	

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Request for Qualifications (RFQ)



Schedule A. Current Projects

List all projects over a five thousand dollar amounts that have been started in the last three (3) years by your firm. If you have done work for Palm Beach County in the past, or another municipality, use this form to show that work, regardless the dollar amount. Duplicate form as necessary.

Project Title	Start Date	Completion Date	Client Contact Person	Client Contact Phone

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Request for Qualifications (RFQ)

Schedule B. Key Personnel

Note: Attach a copy of the resume for each key personnel confirmed to participate in this Contract.

Name: _____ Proposed Role: _____

Years of experience performing in a similar role: _____ Locally available? _____

Years with your organization: _____ Number of hours employed weekly: _____

Educational background/Special Training/ Certifications/Licenses: _____

Experience: Describe experience, list projects performed where key personnel had a similar role as that proposed. Indicate the name of the project, the dollar value of the project, owner, and brief description of role in project. Attach additional sheets as necessary.

Project: _____ Contract \$ Amount _____

Owner: _____

Description of role in project: _____

Project: _____ Contract \$ Amount _____

Owner: _____

Description of role in project: _____
