



Florida Keys Community College  
Public Private Partnership for a  
Residence Hall

**Competitive Solicitation Number: ITN 2017-01**

**Response due:  
December 1, 2017**

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# 1. INTENT TO NEGOTIATE

## 1.1. Overview of the Opportunity and ITN Process

Florida Keys Community College (“the College”) is issuing this Intent to Negotiate (ITN) to request for sealed proposals from qualified firms or individuals for the Design, Financing, Construction and Management of Student Housing Facilities (“The Project”) to be developed on the College campus under terms and conditions deemed to be in the best interests of the College in their sole and absolute discretion. The specific size and intended use of the facilities to be determined through negotiation with the College to meet their needs and purposes as defined by the Governing Board from time to time. The location of Facilities under this proposal shall be on College owned property, located within the boundaries of the College.

The selected Development Team shall be required to work with the College President, or his/her assigns, to insure that the Project conforms to the needs identified by the College and the expectation for educational facility excellence. Development rights shall be conveyed through a Development and Disposition Agreement and subject to terms therein.

The College intends to enter into an agreement with the most qualified team that demonstrates knowledge, experience, organization and financial ability to implement large, complex, progressive, innovative, projects in a timely manner that serves the best interest of the College.

Two or more entities may collaborate in submitting a response to this ITN, but a single entity must be designated to contract with the College and be responsible for performance under any future contract.

**Interested parties responding to this ITN must do so no later than October 1, 2017. The College may determine at its sole discretion whether to accept any qualifications that are not received by the date and the time set forth in this paragraph. Interested parties should be prepared to respond to subsequent communications on an accelerated schedule.**

The College reserves all rights to amend this ITN process for selecting a development partner, including the right to terminate discussions with one or all interested parties at any time. In addition, the College reserves its rights at its sole discretion to waive defects, irregularities or informalities or accept or reject any part of any response. The College may postpone the date on which responses are to be submitted or take any other action that it deems to be in its best interest. The College is not responsible for and will not pay for any costs associated with any submission.

## **2. HIGHLIGHTS OF THE COLLEGE AND DESCRIPTION OF THE DEVELOPMENT OPPORTUNITIES**



**Development Site showing existing 100 bed Residence Hall (Building 13) and adjacent proposed development site (Building 12).**

**Refer to the FKCC website for a campus topographical survey and documentation pertaining to the existing Residence Hall (Bldg. 13).**

## **2.1. Overview of Florida Keys Community College**

For nearly 50 years, Florida Keys Community College has proudly served the higher education, workforce, and continuing education needs of Monroe County and beyond. The College offers various associate degrees and certificates that prepare students to transfer to a university, enter or advance in the workforce, or fulfill personal goals.

The southernmost institution of the “Great 28” in the Florida College System, FKCC has experienced tremendous growth in campus facilities and educational programming since its establishment in 1965. In 1963, the Florida Legislature authorized the establishment of the Junior College District of Monroe County to be supported primarily by state funds. The first classes were held at the former Douglass High School in the fall of 1965. In 1968, the College name was changed to Florida Keys Junior College upon the opening of the main campus on Stock Island.

FKCC experienced several key developments in its early years that accommodated expansions in student enrollment and the scope of offerings. The first 20 years brought the establishment of programs such as Diving, Business, and Emergency Medical Services as well as the opening of the Upper Keys Center in Tavernier 1980 and the Middle Keys Center in Marathon in 1982.

With each decade came further enhancements to campus facilities. In the 1990s, the Charlie Toppino Welding Technology Lab was completed, as well as the Ron Saunders Student Center and the Public Safety Building. A new scuba diving complex was developed to provide the much-needed space for the diving program. In 1997, the College unveiled a new \$40 million campus named after Dr. William A. Seeker, the College President who helped to garner legislative funding required to reconstruct the aging buildings.

In 2003, the College unveiled its new Public Safety Annex as well as a renovated photography lab. In 2009, the FKCC Foundation received \$1 million from the estate of scuba diving pioneer James E. Lockwood, Jr. to improve and grow the program that is now named for its benefactor: the James E. Lockwood, Jr. School of Diving and Underwater Technology. In Fall 2011, FKCC opened a 100-bed waterfront residence hall, Lagoon Landing, which garnered a “Venture Award” from the Key West Chamber of Commerce.

FKCC’s leadership history reflects a succession of presidents who shaped the College’s progress. Under the leadership of the first president Dr. Merrill A. Symonds, FKCC opened its doors and expanded access to higher education and training opportunities never before available to Monroe County residents. Dr. John Sylvester Smith served as

president from 1967-1979. Dr. Seeker, the third president, served from 1979 until his retirement in 2007. For his 28 years of service to the College, he was bestowed the honor of “President Emeritus” by the District Board of Trustees. FKCC welcomed its fifth president Dr. Lawrence W. Tyree in 2009. Initially on an interim contract, Tyree, an accomplished community college leader, agreed to serve as “permanent” president through June of 2012 when he was also named “President Emeritus.”

In July 2012, Dr. Jonathan Gueverra became the sixth president and CEO of Florida Keys Community College. In his inaugural address, he laid out his vision of building bridges between the College’s past achievements and future efforts to meet the diverse educational needs of all Florida Keys constituents.

Under Gueverra’s leadership, the College has renewed and strengthened relationships with valuable partners, organizations, and the community at large. With support from the largest Keys industry, FKCC launched a Hospitality and Tourism Management initiative in 2013. The same year, the College also expanded access to students living and working in downtown Key West by offering classes in the historic San Carlos Institute. Gueverra has overseen the successful introductions of new traditions such as Community Day, the VIP (Views, Insights, and Perspectives) Series, the Scholarship Social, and the Fall Commencement ceremony.

In 2014, FKCC opened a new Marine Technology Building on the Key West Campus. The 30,000 square foot state-of-the-art facility, which overlooks the dive training lagoon, provides an enhanced learning environment for students, particularly those training in the College’s signature Marine Engineering, Management and Seamanship program.

The southernmost college is poised well to celebrate its 50th anniversary in the academic year of 2015-2016. The future holds the continued expansion of academic and career training opportunities including the development of the College’s first ever bachelor’s degrees. Bachelor’s degrees will provide much-needed access to public baccalaureate education to the local population while attracting more students from across the nation to study in FKCC’s small and engaging learning community in paradise.

## **2.2. Florida Keys Community College Residence Hall Development Opportunity**

The College is currently in need of up to 200 new student housing beds in order to meet the educational goals and objectives of the College. Given the demonstrated need for new student housing, the College seeks to have a private development partner work with the College to provide such facilities, including the acquisition and limited renovation of the existing 100 bed facility, as necessary, to meet the educational and facility needs of the College.

The College is seeking a private developer, working in conjunction with a non-profit or for-profit entity to design, finance, and construct the student housing facilities, with consideration for on-campus dining, and to develop such facilities on terms and conditions favorable to the College. The goal of this offering is to a.) satisfy the immediate need for additional on campus student housing and b.) Privately fund the new housing and acquisition of the existing housing and c.) as provide a mechanism for the transfer of ownership of the improvements to the College upon repayment of any outstanding debt. The College will not participate in any project financing or provide any form of guarantee beyond the College's ground lease of the property.

The College intends to enter into an agreement with the most qualified team that demonstrates the knowledge and experience in the financing, design, and construction of educational facilities. Additionally the College is seeking a partner who is experienced in working with College's and/or governmental agencies in the financing and delivery of public projects.

### **2.3. Financials**

The College recognizes that the Residence Hall may require financial support from the College. However, the College seeks to minimize the level and term of any potential financial contribution or guarantee it will dedicate to the project.

### **2.4. Design and Sustainability**

The College has established the aspirational goal of creating a facility that that has longevity, flexibility and long-term operational sustainability as follows.

#### **Design Goals and Objectives:**

- Create a building that is welcoming, allow all of their users to engage with their exterior surroundings through meaningful window placement and provide transparency.
- Design a building without losing a sense of cohesion to the campus identity.
- Design a building using massing, height, materials and color that relate sensitively to adjacent buildings and spaces.
- Emphasize pedestrian spaces and pathways to connect to existing spaces.
- Meet all requirements of the State Requirements for Educational Facilities (SREF 2012), Florida Building Code, and the 2010 ADA Standards for Accessible Design.

### Sustainability Goals:

Integrate Green Building concepts into the design of the building to create a high performance building. Design a building with the following concepts in mind:

- optimize site potential;
- minimize non-renewable energy consumption;
- use environmentally preferable products;
- protect and conserve water;
- enhance indoor environmental quality; and
- optimize operational and maintenance practices

### 3. ITN Procedure and Response Requirements

#### 3.1. ITN process schedule

The anticipated schedule for the ITN process is as follows (subject to change at the discretion of the College):

<b>EVENT</b>	<b>DATE</b>
Release of ITN 2017-01	October 27, 2017
Mandatory Informational Meeting***	November 8, 2017
Deadline for questions	November 17, 2017
ITN responses due	December 1, 2017
ITN selection committee meeting	December 8, 2017
ITN notification to selected shortlisted parties/finalists	December 11, 2017
<b>ANTICIPATED SCHEDULE</b>	<b>DATE</b>
Due Diligence meetings between College and shortlisted parties	January 15, 2018
ITN selection committee meeting	January 19, 2018
Complete negotiations with Finalist	January 31, 2018

**\*\*\*A member of the team must be present for the meeting but is not required to be from the lead firm.**



## **3.2. Overview of ITN Process**

The purpose of the ITN is to identify interested parties that have the qualifications, experience, and financial capacity necessary to assume the responsibilities of the College's private development partner.

The College's evaluation of each proposal will be based upon the information provided in your response; additional information requested by the College, information obtained from references and independent sources, and formal presentations if requested.

Proposers that are deemed qualified by the College will be provided with additional information concerning the proposed development. Qualified Proposers may also be asked to submit preliminary, non-binding proposals for evaluation. Qualified Proposers will have the opportunity to conduct due diligence through meetings with the College.

### **3.2.1. Qualification Requirements**

This ITN is open to prospective parties who seek qualification to pursue a development of the Florida Keys Community College of Key West Campus Residence Hall. Qualification will be based on a determination by the College at its discretion that the interested party meets the requirements highlighted in Section 3.3. Upon receipt, all ITN submissions will be reviewed for completeness in accordance with the submission requirements, and assessed in the areas of technical and financial capability, relevant project experience, and references with respect to the standards set forth in this ITN. After reviewing all proposals, the College intends to shortlist a small number of qualified firms.

### **3.2.2. Investigation of References**

The College reserves the right to investigate and to consider the references and the past performance of any firm with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The College further reserves the right to consider past performance, historical information and facts, whether gained from the proposal, interviews, references, or any other source in the evaluation process. The College may postpone the award or execution of a contract after the announcement of the notice of intent to award in order to complete its investigation.

### 3.3. Submittal requirements

The following constitute the submittal requirements and evaluation criteria for the selection committee to score responses. **Your proposal must respond to each criterion in numerical order.** For ease in evaluating the responses, please provide tabs keyed to each of the following criteria numbers. Indicate in writing the following information about your firm's ability and desire to perform this work.

#### 3.3.1. Team information (400 Points)

- A. **Description of proposer:** Describe in detail the legal structure of the Proposer and Major Partners and provide an organization chart. Include copies of organizational documentation for the Proposer and each equity owner. If the Proposer is (or will be) a partnership or joint venture, attach full names and addresses of all partners or joint venture members and the equity ownership interest of each entity and provide the aforementioned incorporation, formation and organization information for each general partner or joint venture member. If the Proposer is (or will be) a joint venture, attach a letter from each joint venture member stating that the joint venture member agrees to be held jointly and severally liable for any and all of the duties and obligations of Proposer under the Proposal and under any contract arising therefrom. If the Proposer is (or will be) a limited liability entity, attach full names and addresses of all equity holders and other financially responsible entities and the equity ownership interest of each entity. If any such entity has not yet been legally formed or if modification to the organizational documents for such entity is contemplated prior to award, provide a brief description of the proposed legal structure and draft copies of the underlying documents. If a joint venture, limited liability company or partnership agreement has not been executed or will require amendment, submit a subscription agreement, memorandum of agreement or other teaming agreement.

Identify the legal structure of the Proposer. Identify each Major Partner and identified Major Subcontractor and the firm's contact name and role. Identify the organizational structure of the Proposer, the Proposer's management approach and how each Major Partner and Major Subcontractor identified as being a part of the Proposer as of the date of submission fits into the overall team. Identify the lead entity.

- B. **Role of team members and key personnel:** Briefly outline the roles of the Team Members and key personnel.

- C. **Contact person:** Provide a single contact person for all future communication between the College and the Team. Please identify the contact person's name, title, organization, address, telephone number, fax number, and e-mail address.

### 3.3.2. Financial capability (300 Points)

- A. **Financial capacity:** Teams must demonstrate their financial capacity to complete the development over the term of the agreement. Summarize the financial information regarding the Proposer and each Major Partner that demonstrates their ability to perform the Services and develop the Project, including their ability to obtain required insurance and appropriate payment and performance bonds. Provide documentation of such financial information. Acceptable documentation shall include independently audited financial statements (at a minimum income statements and balance sheets) for the prior three years and the most recent 10-K and 10-Q SEC reports, in the case of an entity that is a public company, or comparable documentation acceptable to the College in the case of an entity that is a private company.
- B. **Ability to raise financing:** Teams must provide specific evidence demonstrating their ability to raise financing for a project of this nature and scope. Specific factors that will be assessed include:
1. Capability of raising debt and equity in the current capital market;
  2. The number and size of past relevant project transactions; and
  3. Specific experiences on past relevant project transactions.

### 3.3.3. Relevant experience (300 Points)

Provide a list of at least 3 comparable projects for which the Proposer **and** the primary members of the Proposer's team have completed a joint development project, public-private partnership project or relevant design-build project either jointly or independently. In particular, highlight any experiences with higher education institutions. Proposers should specify how these comparable projects relate to the proposed project outlined in this ITN. Evidence should include brief project descriptions, a statement regarding the duration and type of your involvement with each such project following completion; and the name, address, and telephone number of a primary contact with knowledge of the project. Please ensure that the contact information is current. The College will make all reasonable efforts to check references provided, however, the College's failure to reach a reference listed will result in a deduction of points for this section.

### 3.3.4. Approach (Informational Only)

Realizing that the project approach will start to be solidified during the negotiation phase with the successful proposer, describe a probable project approach. Discuss how you will advance the project's requirements, build on work completed to date, or otherwise add distinctive value to the College. Include a possible project schedule depicting key milestones, durations, and dependencies tied to a completion date.

### 3.3.5. Summary of Scoring

Team Information	400 Points
Financial Capability	300 Points
<u>Relevant Experience</u>	<u>300 Points</u>
Total Points	1000 Points

## 4. Submission Requirements

### 4.1. General Requirements

Professional firms submitting proposals 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 PROPOSALS:** 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 PROPOSALS:** 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 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 five (5) copies as well as two (2) digital copies on 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. **PROPOSAL FORMAT:** Proposals should be submitted on 8.5 x 11 inch pages single sided in portrait orientation and should be bound in 3 ring binders. Proposers should include a brief Letter of Intent and the required forms included in the ITN followed by responses to items requested in Section 3 of the ITN. Please use tabs to differentiate each section. While there is no page limit associated with the response to this ITN, Proposers are encouraged to be as brief as possible.
4. **EVALUATION METHOD:**
  - A. The College will appoint an evaluation committee consisting of several members to evaluate proposals, and shortlist firms for the ITN.
  - 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 all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.
5. **PROPOSAL PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this ITN. All Proposals submitted in response to this ITN, conference attendance and visits to Florida Keys Community College must be at the sole expense of the Firm, whether or not any contract is signed as a result of this Intent to Negotiate.
6. **PROPOSAL SUBMISSION:** The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/container must be identified as follows:
  - Firm's name
  - Return address
  - ITN number and title
  - Due date and time
7. **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 Purchasing Office shall serve as the official authority to determine lateness of any proposal.

**Receipt of the proposal in the Purchasing Department 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. Receipt of proposal can be made by calling the College Purchasing Office.

8. **REGISTRATION:** Firms who obtain ITN documents from other sources must officially register with the College's Purchasing 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 ITN 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.**

9. **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.
10. **REVISIONS AND AMENDMENTS**: The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of ITN, such revisions and amendments, if any, will be announced by an addendum to the ITN. If the revisions and amendments are of a nature which require material changes in quantities or prices, the date set for the opening of the ITN may be postponed by such number of days as in the opinion of the Director of Purchasing and Plant Operations that will enable Firms to revise their ITN. In such cases the addendum will include an announcement of the new ITN opening date. The firms shall acknowledge receipt of all addenda by indicating receipt of such on the Proposal Certification form.
11. **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.
12. **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 will be subject to rejection.
13. **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 Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the requirements of the ITN. Once opened, proposals become the property of the College and will not be returned to the firms.
14. **POSTING OF RESULTS**: Proposal tabulations with recommended awards will be posted for review by interested parties at the location where the proposals were opened on or about January 22, 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, 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. Firms will receive a copy of the proposal tabulations with recommended awards electronically via email per Florida Statute 120.57(3). NO

PROPOSAL TABULATION OR AWARD INFORMATION WILL BE GIVEN OVER THE TELEPHONE.

15. **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.
16. **CONTRACTUAL AGREEMENT:** The Intent to Negotiate in its entirety shall be included and incorporated in the final contract awarded as a result of this Intent to Negotiate. The order for contract precedence will be the contract, proposal document and response. Any and all legal actions associated with this Intent to Negotiate 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 ITN, the contract shall prevail. There is no obligation on the part of the College to enter into any contract as a result of this ITN. 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 ITN.
17. **PUBLIC RECORDS:** Upon notice of intended decision or thirty (30) days after opening, whichever is earlier, proposals become public records and are subject to public disclosure. Section 119.071 (1) (b) 2. 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. Any financial statements that are submitted are exempt from becoming public record pursuant to **Section** 119.071 (1) (c) Florida Statutes. Firms are hereby notified that any part of the Proposal, 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).
18. **INQUIRIES/INTERPRETATIONS:** All firms shall carefully examine the ITN documents. Firms are expected to examine 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 Purchasing Department no later than three (3) working days prior to the proposal opening. Any questions concerning the intent, meaning and/or interpretations of the ITN documents shall be requested in writing, and received by the College's Purchasing Department at least seven (7) calendar days prior to proposal opening. Any interpretation of or changes to the ITN will be made in the form of a written addendum to the ITN and will be furnished to all firms.  
  
Such inquiries regarding this ITN outside a pre-proposal conference must be submitted in writing (via email, fax or hand delivery) to the College's Director of Purchasing and Plant Operations. 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 ITN. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this ITN.
19. **SUB-CONSULTING:** Where a firm does not have the capability or the time to complete the work required under this proposal "in house", sub-consulting will be

permitted only with the prior knowledge and approval of the College. Therefore, the name of any sub-consultant(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-consultant(s) can complete the work to the desired quality and in a timely manner.

20. **PUBLIC OPENING/EVALUATION**: Proposals shall be publicly opened, read and recorded on the date and time specified herein unless changed by Addendum. All Proposals received after the specified time will not be considered and will be returned to the Firm. Fax, e-mail, telegraph or telephone proposals will not be accepted. A Proposal may not be altered after the opening of the Proposals. A late modification of the proposal from the otherwise apparent 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. The college will contact qualified short listed responders after the initial review of all proposals.
21. **ACCURACY OF PROPOSAL 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 ITN prior to their performance, it shall be the responsibility of the firm to notify the Purchasing Department 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 firm violates any of the provisions of this proposal, the Board shall give written notice to the firm stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made



to the Board for immediate cancellation. Florida Keys Community 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 ITN 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 ITN, 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 ITN 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.

**Note: By signing the proposal, the firm 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. The College reserves the right to inspect all facilities of firms in order to make a determination as to the foregoing.

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 ITN.
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 College shall be final and binding on both parties. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
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 ITN. 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, national origin, ethnicity, age, sex, gender, veterans' or military status, disability, sexual orientation, genetic information, marital status, or any other factor protected under applicable federal, state, and local laws, rules, and regulations. The firm agrees to make no distinction in its employment practices on the basis of race, color, religion, national origin, ethnicity, age, sex, gender, veterans' or military status, disability, sexual orientation, genetic information, marital status, or any other factor protected under applicable federal, state, and local laws, rules, and regulations in such practices. Firm agrees to adhere to any and all applicable State and Federal Civil Rights Laws.
35. **SMALL BUSINESS PARTICIPATION**: The College strongly encourages small, minority and/or women owned Firms or joint venture Firms to submit proposals.  
  
Note: 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 barred from bidding with Florida Keys Community College for thirty-six (36) months pursuant to 287.094 Florida Statutes.
36. **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.
37. **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 ITN and the resulting contract.

38. **INDEMNIFICATION**: The firm shall indemnify, hold harmless and defend the College, its Trustees, officers, authorized agents, , and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys’ fees and costs arising out of or resulting from the performance of services required under this Contract. , Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, *Florida Statutes*.
39. **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 Florida Keys Community College.
40. **PROHIBITION AGAINST CONTINGENT FEES**: Firms are hereby notified that any contract entered into by Florida Keys Community College will contain a prohibition against contingent fees as follows: “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 Florida Keys Community College for a period up to five (5) years.
41. **OPEN COMPETITION**: The College encourages free and open competition among Firms. Whenever possible, specifications, qualification invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College’s needs and the accomplishment of a sound economical operation. The Firm’s signature on its Proposal guarantees that the Firm, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the College.
42. **SPECIAL CONDITIONS**: Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
43. **SUBMITTAL**: Proposals must be submitted **December 1, 2017 at 2:00 PM**. All sealed proposals will not be opened until then.

**Proposal Number: ITN 2017-01**

**Do Not Open Until: December 8, 2017**

**Proposals Will Be Opened In: FKCC Boardroom**

**Administrative Building, Room A105**

**Send Proposal to:**

Florida Keys Community College  
Purchasing Department  
5901 College Road  
Key West, Florida 33040

44. **SELECTION PROCESS**: The successful Firm will be selected based on the evaluation criteria described in the applicable sections of this Intent to Negotiate.
45. **ASSIGNMENT**: Neither this Intent to Negotiate nor any duties or obligations assumed under any agreement or contract(s) resulting from this Intent to Negotiate shall be assigned by Firm without prior written consent of the College.
46. **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.
47. **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.
48. **PROPOSAL MODIFICATION**: A Firm may change the Proposals 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 Proposal, which are addressed in the same manner as the Proposals, and are received by the College's Director of Purchasing and Plant Operations, Attn: Doug Pryor before the scheduled opening time will be accepted. The Proposals, 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 Proposals**.
49. **AMERICANS WITH DISABILITIES ACT OF 1990**: If special accommodations are required in order to attend the Pre-proposal meeting and/or the Proposal opening, contact Doug Pryor, Director of Purchasing and Plant Operations (305) 809-3184 3 days prior to the meeting.
50. **PROPOSED MATERIALS**: The material submitted in response to the Intent to Negotiate 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.
51. **PROPRIETARY MATERIAL**: All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
52. **OWNERSHIP OF WORK PRODUCTS**: The College will be considered the owner of all work products produced under any contract that results from this ITN.

53. **ERRORS AND OMISSIONS:** The Firm is expected to comply with the true intent of this ITN 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 Proposal and for satisfying the requirements set forth in the ITN.
54. **FIRM'S RESPONSIBILITY:** It is understood and the Firm hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the ITN.
55. **PROPOSAL REJECTION:** The College shall have the right to reject any or all Proposals and in particular to reject a Proposal not accompanied by data required by the ITN or Proposals in any way incomplete or irregular. Conditional Proposals will not be accepted.
56. **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 Monroe County, Florida.
57. **LOBBYING:** Firm is prohibited from using funds provided under this ITN 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.
58. **INSURANCE:** Proposer shall be required to provide insurance coverage in amounts to be determined by the proposed deal structure. At a minimum the following types of insurance will be required and the following conditions met:
1. General Liability Insurance:
  2. Automobile Liability Insurance with all of the following:
  3. Workers' Compensation Insurance at a minimum in accordance with statutory requirements
  4. Professional Liability, when applicable for services provided
  5. Policies must be written by an insurance company authorized to do business in Florida.
  6. 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. All policies must be acceptable in the sole discretion of the College. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
  7. Firm 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.

8. Firm shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. If an “ACCORD” Certificate of Liability Insurance form is used by the firm’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.
9. The firm shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
10. “Claims made” insurance policies are not acceptable.

## **SIGNATURE PAGE**

(Please type or print clearly in ink for reproduction purposes)

<b>IDENTIFICATION</b> Company Name			Type of Service/commodity
Purchasing Address	City	State	ZIP (9-digit)
Remit to Address	City	State	ZIP (9-digit)
Phone #	Fax #	web page address	
Contact Person	Title		
Contact Person's Email Address			
Address of Parent Company	City	State	ZIP (9-digit)
Federal Employer Tax Identification No (9-digit) OR (FEIN)	Social Security Number (SSN)		
Are you a 1099 recipient?	If YES, under what name		
<b>OWNERSHIP</b> Please check all applicable boxes			
Company is at least 51% owned, controlled, and actively managed by <input type="checkbox"/> Minority Person(s) <input type="checkbox"/> Woman/Women			
If minority owned, check applicable boxes <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American			
<input type="checkbox"/> Asian Pacific American (includes oriental) <input type="checkbox"/> Asian Indian American (includes India, Pakistan, and Bangladesh)			
<input type="checkbox"/> Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)			
<b>Attach current MBE/WBE Certifications</b> (Note: Florida Keys Community College requires certification of MBE's by the National Minority Supplier Development Council or an affiliate council, or a state or local government agency)			
<b>SIZE INFORMATION</b> Please check appropriate box (check one only).			
<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"/> Non-Profit Business <input type="checkbox"/> Corporation <input type="checkbox"/> Individual, Self-Employed <input type="checkbox"/> Partnership, Joint Venture, Estate/Trust			
<u>Name (Print):</u>			
<u>Signature:</u>			

All firms certify by their signature that they have read and understand the conditions and specifications of this Statement of Qualifications and that they have the authority, capacity and capability to perform according to the conditions and specifications of this Intent to Negotiate.

**PUBLIC ENTITY CRIMES**

**FLORIDA KEYS COMMUNITY COLLEGE ITN #2017-01**

**Residence Hall - Joint Development Opportunity**

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to:

Florida Keys Community College

(print name of the public entity)

By \_\_\_\_\_

(Print name of entity submitting sworn statement)

Whose business address is

\_\_\_\_\_

And (if applicable) its Federal Employer Identification No. (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material 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 of record relating to charges brought by



indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to 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 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

Date

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

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

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_. My commission expires \_\_\_\_\_ (Type of identification)

\_\_\_\_\_  
(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with 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 or perform work as a Firm, 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 Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Firm list.

**PROPOSAL 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 \_\_\_\_\_

Signature \_\_\_\_\_

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

Legal Name of Firm \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

**NOTE:** Please return to Florida Keys Community College with your proposal.