

**Invitation to Bid
Baseball Field Fencing
40-2015/2016**



**PENSACOLA
STATE COLLEGE**

Deliver Sealed Bid and Two Copies to:

Cassie Boatwright, Director of Purchasing and Auxiliary Services
Building 7, Room 737
1000 College Blvd.
Pensacola, FL 32504

Public bid opening: Pensacola State College will conduct a Public bid opening and evaluations on the date and time listed within the timeline which are held at Pensacola State College Board Room, 1000 College Blvd. Pensacola, FL 32504 Room 736. The College may choose to only open the individual bids and publicly announce who a bid was received from. The actual bid prices submitted will not be a public record until the date of posting or the number of days as defined in FS 119.071. Immediately following the bid opening, the Bid Evaluation Committee will evaluate the bids. This may require additional review by the committee or representative.

Timeline

The following timeline is a general guideline for issuance, evaluation, ranking and recommendation for award of this Invitation to Bid. The College reserves the right to change the dates of any events listed. Times listed are local time.

<u>DATE</u>	<u>EVENT</u>
June 22, 2016	ITB issue date
July 6, 2016, 8am	Site Visit on location
July 7, 2016, 2pm	Deadline for questions and requests for clarifications
July 14, 2016, 2pm	Bids due

The timeline above is a proposed schedule. The College may amend the dates as required. All dates and locations of evaluation committee meetings will be posted to Purchasing's website: <http://www.pensacolastate.edu/business-psc/>.

Pensacola State College is a political subdivision of the State of Florida and as such is exempt from all Federal and State taxes. Pensacola State College reserves the right to reject any portion or all bids, to resolicit bids or not and to waive informalities as deemed in the best interest of Pensacola State College. The bid shall remain in force for thirty (30) days after the time of opening.

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with Pensacola State College.)

1.0 OVERVIEW

Pensacola State College is soliciting qualified bids from qualified firms to provide materials and installation of a baseball field fence as identified in Attachment A.

- 1.01 In order to maintain a fair and impartial competitive process, Pensacola State College shall avoid any oral communication with prospective bidders other than through the purchasing office during the bid process. However, all solicited bidders will be provided a copy of all written questions submitted and Pensacola State College's responses to them, unless the written inquiry pertained to an administrative or procedural matter. Send all inquiries to the attention of: Cassie Boatwright, Director of Purchasing and Auxiliary Services, Email: purchasing@pensacolastate.edu

From the date of issuance of this ITB, until a proposal is made, Respondent must not make available or discuss its proposal, or any part thereof, with any employee or agent of the College, unless permitted by the Director of Purchasing and Auxiliary services, in writing. Contacting the College's personnel or members of the College's District Board of Trustees, either directly or indirectly, regarding this ITB, the selection process or any attempt to further a proposer's interest in being selected, may result in proposer being disqualified and shall render the award to said proposer voidable by the College.

Questions concerning this ITB shall be directed to Cassie Boatwright at Purchasing@PensacolaState.edu and to no other person or department at the College. Questions and requests must be in writing and must be received not later than the date and time indicated in the timeline.

- 1.02 Any addenda issued prior to the opening of the ITB for the purpose of changing the specifications of this request for proposal or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the ITB specifications and related documents. Since all addenda are available to proposers at the office of the Pensacola State College Director of Purchasing and Auxiliary Services, it is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting your bid. The Pensacola State College Director of Purchasing and Auxiliary Services emails addenda to all known prospective bidders, but no guarantee can be made that addenda will be received.

- 1.03 The bidder is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant award shall include requirements that the resultant contract shall be governed by the laws of the State of Florida.

- 1.04 As deemed in the College's best interest, the College reserves the right to:

1. Reject any or all bids submitted.
2. To resolicit bids or not.
3. To award any portion(s) of this ITB.
4. To waive informalities.
5. To issue to all responsive bidders request for information (RFI's).
6. To issue requests to negotiate with finalist and solicit best and final offers.
7. To evaluate to determine technical equivalents.
8. To award this ITB on a Lot by Lot basis to the responsive low bidder meeting specifications.
9. To award on an outright purchase or lease basis.

- 1.05 Bidders shall include the estimated time of completion from notice to proceed as specified on the bid form.

- 1.06 QUALIFICATIONS: Bidders shall furnish documentation of the following:

- a. He or She is currently registered with or hold an unexpired License issued by the Florida Construction Industry Licensing Board in accordance with current applicable regulations, Licensing of Construction Industry, Florida Statutes.
- b. He or She presently maintains a permanent bona fide place of business practicing this type of work and has had the appropriate experience.
- c. He or She has available, or can obtain, adequate equipment and financial resources to undertake and execute the Contract properly and expeditiously, in accordance with present day practices.
- d. All subcontractors shall be fully licensed in the State of Florida and shall be bondable. Submit copies of current license and documentation from bonding company showing compliance.
- e. He or She shall submit with the Bid the enclosed document entitled "Sworn Statement under Section 287.133(3) (a), Florida Statutes. On Public Crimes".

The apparent successful bidder shall also, at the request of the College, submit a fully executed "Contractor's Qualification Statement" AIA Document A305.

- 1.07 LICENSE: In accordance with Chapter 489.113, Florida Statutes, all individuals or entities engaging in and providing construction services shall be licensed in the State of Florida for that activity. This license requirement includes general and sub-contractors.

The successful low bidder shall be required to submit a list of all contractors to be involved in said project with applicable license numbers (see form included in these documents), including a photographic copy of current license certificates. Submittal of proof of license shall be made with, and as a part of signed contract.

Prime Contractor shall submit proof of licensure with the Bid Form. Failure to submit required proof of license shall be cause for Owner to reject bid as non-responsive, and award bid to second lowest qualified bidder.

- 1.08 DISQUALIFICATION OF BIDDER: More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one Bid for the same will cause the rejection of all Bids which such Bidder is believed to be interested. Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices are obviously unbalanced may be rejected.

- 1.09 MODIFICATION OF BID: Bid modifications will be accepted from Bidders if addressed to the Owner at the place where Bids are to be received and if received prior to the opening of the Bids. Modifications may be in written or telegraphic form. Modifications will be acknowledged by the Owner before opening of formal Bids.

- 1.10 WITHDRAWAL OF BIDS: Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

- 1.11 BUILDING PERMIT: A permit will be issued to the Contractor by the Facilities Planning and Construction Department of Pensacola State College. Selected vendor must provide sign and sealed construction document which meet current Florida Building code. Documents will be reviewed by College's Building Official before a permit will be issued.

- 1.12 SECURITY: The Contractor shall be responsible for maintaining security, and the contractor shall be responsible for replacement or repair of items and/or equipment stolen, lost or damaged while the building security is under the care of the Contractor. The Contractor shall be responsible for having a job superintendent present whenever work is in progress. The Contractor shall not change superintendent without the Owners approval.

2.00 GENERAL

2.01 BASIC DEFINITIONS: Unless otherwise expressly stated, wherever in the Contract Documents the word 'provide' is used, it shall mean furnished and installed in place, complete and tested. The terms Architect and Engineer are used interchangeably.

2.02 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS: If a discrepancy occurs on drawings, in specifications, or between drawings and specifications, the greater quantity or value takes precedence.

2.03 WARRANTY: The warranty herein guarantees the proper operation of all structures, components and systems constructed or installed by the contractor for a period of one year after the date of substantial completion.

If within the guarantee period, repairs or changes are required in connection with the guarantee work, which in the opinion of the Architect is rendered necessary as the result of the use of materials, equipment, or workmanship, which are defective, or inferior, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, proceed to:

Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and Make good all damages to the structure or site, or equipment or contents thereof which, in the opinion of the Architect are the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, or the equipment and contents or structures or site disturbed in fulfilling any such guarantee.

2.04 INDEMNIFICATION: The Contractor shall, for the sum of one hundred dollars (\$100.00) and other good and valuable consideration paid by the Owner and Architect, individually, receipt of which is hereby acknowledged by the Contractor, indemnify and hold harmless the Owner and Architect and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, out of or resulting from the performance of the work provided that such claims, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property other than the work itself, including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation shall not be construed to reduce or negate any other right or obligation of indemnity which would otherwise exist as to any party or person described in this invitation to bid.

2.05 SUBCONTRACTORS: The Contractor shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in federally assisted construction projects or to whom the Owner or the Architect has made reasonable objection.

2.06 CHANGES IN WORK: Maximum percentages of overhead and profit which may be added by the Contractor to actual costs of such changes in the work are specifically set forth as follows:

For all work done by his organization, or subsidiaries of his organizations, including work traditionally considered as subcontractor work, the Contractor may add 15% of his actual costs for combined overhead and profit.

For any work performed by a subcontractor or forces under the respective subcontractor including any sub-subcontractors or persons not in the direct employ of the subcontractor, a total of 15% of the cost of the change, with 10% to be assigned to the subcontractor and any forces under him and the General Contractor may add 5% of the cost above subcontractor's cost for his overhead and profit.

The above percentages shall be considered reasonable allowance for overhead and profit due to the contractor.

The Contractor shall submit receipts or other evidence showing his costs and his right to the payment claims. All changes in work shall be provided with a detailed cost breakdown indicating material and labor units for all work to be performed. In addition, the cost breakdown shall contain all current tax and labor burden. The allowable amount for the material tax shall be 7.25% and for labor burden shall be 30%.

- 2.07 INSURANCE AND BONDS: The Contractor shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance with the Owner as additional named insured and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor to commence work on his subcontract has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in Florida.

THE CONTRACTOR SHALL PROCURE AND MAINTAIN FOR THE LIFE OF THIS CONTRACT:

1. Workers Compensation and Employers' Liability as follows:
 - a. WC Statutory Limits per FS 440
 - b. E.L. - Each Accident \$500,000
 - c. E.L. Disease – Each Employee \$500,000
 - d. E.L. Disease – Policy Limit \$500,000
2. Comprehensive General Liability with minimum limits as follows:
 - a. Each Occurrence - \$ 1,000,000
 - b. Damage to Rented Premises (Each occurrence)- \$100,000
 - c. Medical Expense (Any one person) \$5,000
 - d. Personal Advertising Injury - \$1,000,000
 - e. General Aggregate - \$2,000,000
 - f. Products-Completed Aggregate - \$2,000,000
 - g. General Aggregate applies to Per Project
3. Automobile Liability providing coverage on any auto to include all owned, hired and non-owned vehicle with following minimum limits:
 - a. Combined Single Limit (Each Accident) - \$1,000,000 OR
 - b. Bodily Injury per person - \$500,000, Bodily Injury per Accident - \$1,000,000, Property Damage per Accident - \$500,000
4. Excess/Umbrella Liability on Occurrence Form with following limit:
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 aggregate
 - c. Retention /Deductible - \$5,000

The Contractor liability policy shall provide "XCU" (Explosion, Collapse, Underground Damage) coverage for those classifications in which they are included.

Broad Form Property Damage shall be required on Contractor's public liability so that completed operations coverage extends to work performed by the Contractor.

Builders Risk Insurance: Contractor shall purchase and maintain in effect a completed value builder's risk policy issued by an admitted carrier in an amount equal to the full completed value of the project. Such insurance shall be issued on an all risk form. The Contractor shall be responsible for any deductible amounts.

The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of persons performing labor on the

Project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner not later than the date of execution of the Contract. The premium for the required bonds shall be paid by the Contractor. "These bonds shall be executed on behalf of the Contractor in the same manner and by the same person who executed the agreement.

To be acceptable as surety on Performance and Payment Bonds, a surety company shall comply with the following provisions:

The Surety Company must be admitted to do business in the State of Florida. The surety Company shall have been in business and have a record of successful continuous operations for at least five years. The Surety Company shall have at least the following minimum ratings:

Contract Amount	Policy Holders	Required Rating
0 - 100,000	B	CLASS VII
100,000 - 500,000	A	CLASS VIII
500,000 - 750,000	A	CLASS IX
750,000 - 1,000,000	A	CLASS X
1,000,000 - 1,250,000	A	CLASS XI
1,250,000 - 1,500,000	A	CLASS XI
1,500,000 - 2,000,000	A	CLASS XII
2,000,000 - 2,500,000	A	CLASS XII

*From Best's key rating guide.

Best's Policy Holder's Rating of "A" and "B" (which signifies A--Excellent, and B-Good, based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment) or an equivalent rating from the Insurance Commissioner, if not rated by Best's. Neither the Surety Company nor any reinsurer shall expose itself to any loss on any one risk in an amount exceeding ten (10%) percent of its surplus to policyholders.

In the case of a surety insurance company, there shall be deducted in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the content of the Surety and for the protection of the Surety."

Furnish in triplicate a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract Sum, written by a surety licensed to do business in the state where the Project is located. The prescribed form of the Performance Bond and Payment Bond is AIA Document A313.

3.00 SPECIAL CONDITIONS

3.01 Florida sales tax exemption no: 85-8012557294C-2.

3.02 Pensacola state college reserves the right to reject any or all ITBs/proposals received, to resolicit or not and to waive informalities as deemed in the best interests of the College.

3.04 Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a ITB on a contract to provide goods or services to a public entity, may not submit a ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit ITBs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. All invitations to ITB, as defined by

287.012(11)FS, request for proposals, as defined by 287.012(15)FS, and any written contract document of the state shall contain a statement informing entities of the discrimination provisions.

- 3.05 Pensacola State College reserves the right to award an individual lot or a combination of lots; reject any or all lots, whatever seems in the best interest of the College.
- 3.06 The specifications listed are meant to demonstrate the work parameters required, and the functional limits listed are to be considered minimal unless changed by addendum to the bid. Bid evaluation will be made strictly from the minimal specification. Each particular specification which the equivalent offered which does not meet must be identified and submitted along with the detailed specification sheet of the equivalent offered.
- 3.07 The successful bidder shall fully guarantee all items furnished against defect in materials and/or workmanship for a period of 365 days from date of final acceptance by Pensacola State College. Should any such defect, except for normal wear and tear, appear during the warranty period, the successful bidder shall commence repair or replace same at no cost to Pensacola State College within 72 hours after notice.
- 3.08 Proposal tabulations with recommended awards will be posted on the purchasing web page http://pensacolastate.edu/purchasing/current_solicitations.asp

A notice of intended decision to recommend or reject proposals shall be posted in the Purchasing Department and College website at <http://www.pensacolastate.edu/business-psc/>. If a potential Protestor desires to protest a decision or intended decision of the College, the potential Protestor must timely deliver a Notice of Intent to Protest within seventy-two (72) hours of the College's posting of its decision or intended decision. A potential Protestor's failure to timely file a Notice of Intent to Protest within the seventy-two (72) hour time period shall constitute a waiver of the right to protest proceedings.

A Notice of Intent to Protest shall: (i) be delivered to the Pensacola State College's Purchasing Department and addressed to the Director of Purchasing and Auxiliary Services at 1000 College Blvd., Pensacola, FL, 32504; (ii) identify the solicitation by number and title or any other language that will enable the College to identify it; and (iii) state that the person intends to protest the decision. The seventy-two (72) hour period will not be extended by service of the Notice of protest by mail.

The Protestor must then timely deliver a Formal Written Protest to Pensacola State College's Purchasing Department and addressed to the Director of Purchasing and Auxiliary Services at 1000 College Blvd., Pensacola, FL, 32504 within ten (10) days after the date the Notice of Intent to Protest was filed. The seventy-two (72) hour period will not be extended by service of the Notice of Protest by mail. The Formal Written Protest must include the required filing fee and security bond as specified herein. The failure of the Protestor to timely file the Formal Written Protest or to timely file the filing fee and security bond shall constitute a waiver of the Protestor's right to protest proceedings and/or the denial and dismissal of the Protestor's protest.

The formal written protest shall contain the following information:

1. The identification of the Protestor.
2. A statement of when and how the Protestor received notice of the College's action or proposed action.
3. A statement of the material facts alleged, including a statement of the specific facts the Protestor contends warrant reversal or modification of the College's proposed action.
4. A statement of the specific rules or statutes that the Protestor contends require reversal or modification of the College's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes.
5. A statement of the relief sought by the Protestor, stating precisely the action Protestor wishes the College to take with respect to the proposed action.

A Protestor may only protest a decision or intended decision of the College resulting from a competitive solicitation for a contract of \$65,000 or more. A valid Protest must allege that the College violated law, regulation, its rules and/or procedures or the terms, conditions or specifications contained within the competitive solicitation documents. Mere disagreement with the result of a competitive solicitation is not sufficient grounds for a valid Protest.

Notwithstanding anything in this procedure to the contrary, a protest may not challenge the relative weight assigned to the solicitation evaluation criteria by the College, or the formula for assigning points in making an award or recommendation of award.

For the purposes of determining timeliness of any notice or filing or the tolling of any time period under this process: (i) references to "days" shall mean calendar days; (ii) in the event that the final day for a College employee or official to respond or for a person to file a protest or appeal falls on a Saturday, Sunday, or a College observed holiday, the date for responding or filing such protest or appeal shall be extended until the next day which is neither a Saturday, Sunday, or College observed holiday; and (iii) notices received by the College after the close of the College's business hours at 4:00 p.m. local time, shall be deemed received by the College effective as of the next business day of the College.

The Protestor shall be liable for all of its own costs and expenses incurred related to a Protest, including all appeals.

The Protestor shall file with the Purchasing Department, a security in the form of a certified check, letter of credit or protest bond (in a form, and with such terms, approved by the College) payable to the College in an amount equal to two percent (2%) of the estimated contract amount, or proposal amount. If no contract price was submitted, the College shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar contracts or services. Such bond or other security must be received prior to the expiration of the time for filing the Formal Written Protest. If the protest is successful, the posted security will be refunded in full. If the protest is unsuccessful, the security shall be returned, less all fees, expenses, damages, costs and charges incurred by the College.

Noncompliance with these filing requirements within the applicable deadline for filing of the Protest shall be deemed to be a waiver by the Protestor of the right to protest proceedings under this procedure.

- 3.09 SPECIAL POLICY AND PROCEDURES: Contractor and subcontractor personnel are not permitted to use the campus facilities.
Smoking is not permitted in any campus facility.
Profane language or improper behavior will result in immediate termination from the construction site.
The Contractor shall erect temporary barricades and fencing as required to keep the unauthorized out of the construction area, and provide signs that read. "This area is a designated construction site; anyone who trespasses on this property commits a felony per Florida Statute 810.09(2d).
- 3.10 The College intends to utilize Owner Direct Purchasing for materials to allow for tax savings. Attachment B outlines this process. Successful bidder agrees to this process and will provide all necessary documentation and support to assist the College in Owner Direct Purchases.

BID FORM

Total Lump Sum Cost as specified \$ _____

Payment Terms: Net 30 days or prompt payment discount of ____%, ____ Days offered by Proposer.

Completion after notice to proceed: _____

Firm

Authorized Agent Name

Signature

Date

Firms certify by their signature they have read and understand the conditions and specifications of this Invitation to Bid and they have the authority, capacity, and capability to perform all conditions and specifications of this Invitation to Bid.

**Request for Proposals
Baseball Field Fencing
40-2015/2016**



PENSACOLA
S T A T E C O L L E G E

Attachment A

Scope of Services

Materials and Installation of Baseball Fencing
All dimensions provided are estimated
Vendor shall review existing conditions

Fence shall be constructed of materials similar to <http://championwall.com/>. If equivalent products are offered, the manufacturer's name and model number shall be clearly indicated on the quotation form. Any item(s) offered as equivalent to that which is specified must be equivalent in quality of materials, workmanship, and effect and shall be corresponding in function and performance. Descriptive literature and/or complete specifications shall be included for any item(s) as approved equivalent(s). Quotations lacking any written indication of intent to quote an alternate product or brand will be considered to be in complete compliance with the specifications of the quotation form. Pensacola State College shall retain the right to determine the acceptability of any item(s) offered as equivalent to any item(s) specified.

Total Estimated Wall Length 815'
815' divided into the following;
8'H X 735'L
12'h X 80'L

Attachment B

12A-1.094 Public Works Contracts.

(1) This rule shall govern the taxability of transactions in which contractors manufacture or purchase supplies and materials for use in public works contracts, as that term is referred to in Section 212.08(6), F.S. This rule shall not apply to non-public works contracts for the repair, alteration, improvement, or construction of real property, as those contracts are governed under the provisions of Rule 12A-1.051, F.A.C. In applying this rule, the following definitions are used.

(a)1. “Contractor” is one that supplies and installs tangible personal property that is incorporated into or becomes a part of a public facility pursuant to a public works contract with a governmental entity exercising its authority in regard to the public property or facility. Contractors include, but are not limited to, persons engaged in building, electrical, plumbing, heating, painting, decorating, ventilating, paperhanging, sheet metal, roofing, bridge, road, waterworks, landscape, pier, or billboard work. This definition includes subcontractors.

2. “Contractor” does not include a person that furnishes tangible personal property that is not affixed or appended in such a manner that it is incorporated into or becomes a part of the public property or public facility to which a public works contract relates. A person that provides and installs tangible personal property that is freestanding and can be relocated with no tools, equipment, or need for adaptation for use elsewhere is not a contractor within the scope of this rule.

3. “Contractor” does not include a person that provides tangible personal property that will be incorporated into or become part of a public facility if such property will be installed by another party.

4. Examples.

a. A vendor sells a desk, sofas, chairs, tables, lamps, and art prints for the reception area in a new public building. The sales agreement requires the vendor to place the furniture according to a floor plan, set up the lamps, and hang the art prints. The vendor is not a contractor within the scope of this rule, because the vendor is not installing the property being sold in such a way that it is attached or affixed to the facility.

b. A security system vendor furnishes and installs low voltage wiring behind the walls, motion detectors, smoke alarms, other sensors, control pads, alarm sirens, and other components of a security system for a new county courthouse. The components are direct wired, fit into recesses cut into the walls or other structural elements of the building, and are held in place by screws. The vendor is a contractor within the scope of this rule. The security system is installed and affixed in such a manner that it has been incorporated into the courthouse.

c. A vendor enters an agreement to provide and install the shelving system for a new public library. The shelves are built to bear the weight of books. The shelf configuration in each unit maximizes the number of books the shelves can hold. The number and size of the units ordered is based on the design for the library space. The units will run floor to ceiling and will be anchored in place by bolts or screws. The vendor is a contractor within the scope of this rule. The shelving system will be affixed in such a manner that it becomes a part of the public library.

d. A vendor agrees to provide and install the computer terminals, monitors, keyboards, servers, and related equipment for a county tax collector’s office in central Florida. The job includes connecting the equipment to the structural cabling system that has been installed by an electrical contractor. The cables running to the computer terminals are held in place by screws that fit into the back of the terminal units. The vendor is not a contractor within the scope of this rule. The computer equipment has not been affixed in such a way as to become a part of the facility. The equipment has not been attached to any structural element of the building.

e. A manufacturer agrees to provide the prestressed concrete forms for a public parking garage. A construction company is awarded the bid to install those forms and build the garage. The manufacturer is not a contractor within the scope of this rule, because the manufacturer will not install any tangible personal property that becomes a part of the garage. The construction company is a contractor within the scope of this rule.

(b) “Governmental entity” includes any agency or branch of the United States government, a state, or any county, municipality, or political subdivision of a state. The term includes authorities created by statute to operate public facilities using public funds, such as public port authorities or public-use airport authorities.

(c) “Public works” are defined as projects for public use or enjoyment, financed and owned by the government, in which private persons undertake the obligation to do a specific piece of work that involves installing tangible personal property in such a manner that it becomes a part of a public facility. For purposes of this rule, a public facility includes any land, improvement to land, building, structure, or other fixed site and related infrastructure thereon owned or operated by a governmental entity where governmental or public activities are conducted. The term “public works” is not restricted to the repair, alteration, improvement, or construction of real property and fixed works, although such projects are included within the term.

(d) “Real property” within the meaning of this rule includes all fixtures and improvements to real property. The status of a project as an improvement or fixture to real property will be determined by reference to the definitions contained in subsection 12A-1.051(2), F.A.C.

(2) The purchase or manufacture of supplies or materials by a public works contractor, when such supplies or materials are purchased for the purpose of going into or becoming part of public works, whether the purchase or manufacture occurs inside or outside Florida, is taxable to the public works contractor if the public works contractor also installs such supplies or materials, since the public works contractor is the ultimate consumer of such supplies or materials. Public works contractors that purchase or manufacture such supplies and materials in Florida are liable for sales tax or use tax on such purchases and manufacturing costs. A public works contractor that purchases supplies or materials that may be sold as tangible personal property or may be incorporated into a public works project may purchase such supplies or materials without tax by issuing a copy of the contractor’s Annual Resale Certificate and accrue and remit tax upon withdrawing such supplies or materials from inventory to go into or become a part of public works. Public works contractors that purchase or manufacture such materials outside the State of Florida are liable for use tax, subject to credit for any sales or use tax lawfully imposed and paid in the state of purchase or manufacture.

(3) The purchase or manufacture of tangible personal property for resale to a governmental entity is exempt from tax, provided this exemption shall not include sales of tangible personal property made to, or the manufacture of tangible personal property by, public works contractors when such tangible personal property goes into or becomes a part of public works.

(4)(a) The exemption in Section 212.08(6), F.S., is a general exemption for sales made directly to the government. A determination whether a particular transaction is properly characterized as an exempt sale to a governmental entity or a taxable sale to or use by a contractor shall be based on the substance of the transaction, rather than the form in which the transaction is cast. The Executive Director or the Executive Director’s designee in the responsible program will determine whether the substance of a particular transaction is a taxable sale to or use by a contractor or an exempt direct sale to a governmental entity based on all of the facts and circumstances surrounding the transaction as a whole.

(b) The following criteria that govern the status of the tangible personal property prior to its affixation to real property will be considered in determining whether a governmental entity rather than a contractor is the purchaser of materials:

1. Direct Purchase Order. The governmental entity must issue its purchase order directly to the vendor supplying the materials the contractor will use and provide the vendor with a copy of the governmental entity’s Florida Consumer’s Certification of Exemption.

2. Direct Invoice. The vendor’s invoice must be issued to the governmental entity, rather than to the contractor.

3. Direct Payment. The governmental entity must make payment directly to the vendor from public funds.

4. Passage of Title. The governmental entity must take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.

5. Assumption of the Risk of Loss. Assumption of the risk of damage or loss by the governmental entity at the time of purchase is a paramount consideration. A governmental entity will be deemed to have assumed the risk of loss if the governmental entity bears the economic burden of obtaining insurance covering damage or loss or directly enjoys the economic benefit of the proceeds of such insurance.

(c)1. To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity’s contractor to affirm that the tangible personal property purchased from that vendor will go into or become a part of a public work. This requirement does not apply to any agency or branch of the United States government.

2. The governmental entity’s purchase order for tangible personal property to be incorporated into the public works project must be attached to the Certificate of Entitlement. The governmental entity must issue a separate Certificate of Entitlement for each purchase order. Copies of the Certificate may be issued.

3. The governmental entity will also affirm that if the Department determines that tangible personal property sold by a vendor tax-exempt pursuant to a Certificate of Entitlement does not qualify for the exemption under Section 212.08(6), F.S., and this rule, the governmental entity will be liable for any tax, penalty, and interest determined to be due.

4. The following is the format of the Certificate of Entitlement to be issued by the governmental entity:

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of _____ (hereinafter “Governmental Entity”), Florida Consumer’s Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to

Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Name of Contractor) for the construction of _____.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

____ 2. The vendor's invoice will be issued directly to Governmental Entity.

____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S. and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative Title

Purchaser's Name (Print or Type) Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

(d) Sales to contractors, including subcontractors, are subject to tax.

(e) The governmental entity may not transfer liability for such tax, penalty, and interest to another party by contract or agreement.

(f) In the case of contracts with any agency or branch of the United States government in which the federal governmental agency or branch is not required to produce a Certificate of Entitlement, the purchase must comply with the five criteria provided in paragraph (b), for the purchase of tangible personal property to be exempt from sales and use tax. If the criteria in paragraph (b) are not met, the contractor is the ultimate consumer of such tangible personal property and is liable for sales or use tax on such purchases and manufacturing costs.

(5) Contractors, including subcontractors, that manufacture, fabricate, or furnish tangible personal property that the contractor incorporates into public works are liable for tax in the manner provided in subsection (10) of Rule 12A-1.051, F.A.C. The contractor and subcontractors, not the governmental entity, are deemed to be the ultimate consumers of the articles of tangible personal property they manufacture, fabricate, or furnish to perform their contracts and may not accept a Certificate of Entitlement for these articles.

(6) Contractors that supply raw materials such as rock, shell, fill dirt, and similar materials for incorporation into public works shall be liable for tax in the manner provided in subsection (10) of Rule 12A-1.051, F.A.C.

(7) Contractors that manufacture and incorporate asphalt into public works projects are liable for tax on their costs, as provided

in subsection (12) of Rule 12A-1.051, F.A.C., subject to a partial exemption, as provided in Section 212.06(1)(c), F.S.

(8) Contractors that install people mover systems in public works projects are exempt from sales and use tax on their purchases of such systems or components of such systems and on any other costs incurred in the manufacture of such systems that would be taxable under the provisions of subsection (10) of Rule 12A-1.051, F.A.C.

(a) A "people mover system" includes wheeled passenger vehicles and related control and power distribution systems that form a transportation system owned by a public entity and used by the general public. The vehicles may be operator-controlled, driverless, self-propelled, or externally powered. They may run on roads, rails, guidebeams, or other permanent structures that are an integral part of the system. "Related control and power distribution systems" includes electrical or electronic control or signaling equipment that distributes power or signals from the control center or centers or from the power source throughout the system. Embedded wiring, conduits, or cabling and the roads, rails, guidebeams, or other permanent structures on which the vehicles run are not included within the term "people mover system." A contractor that installs such embedded wiring, conduits, or cabling or that builds such a road, rail, guidebeam, or permanent structure is taxable on the purchase or use of tangible personal property incorporated into the project.

(b) A people mover system contractor should claim the exemption by providing a vendor with a certificate of entitlement to the exemption. The vendor must maintain copies of certificates until tax imposed by Chapter 212, F.S., may no longer be determined and assessed under Section 95.091, F.S. Possession by a vendor of such a certificate from the purchaser relieves the vendor from the responsibility of collecting tax on the sale, and the Department shall look solely to the purchaser for recovery of tax if it determines that the purchaser was not entitled to the exemption. A suggested form of certificate follows:

SUGGESTED PURCHASER'S EXEMPTION CERTIFICATE
PEOPLE MOVER SYSTEMS AND PARTS

_____ (Purchaser's Name) certifies that the tangible personal property purchased on or after _____ (date) will be used as part of a people mover system that will become a part of a publicly owned facility pursuant to a contract with the United States, a state, a county, a municipality, a political subdivision of a state, or the public operator of a public-use airport as defined in Section 332.004, F.S. Such contract requires Purchaser to purchase the tangible personal property for use in manufacturing, installing, manufacturing and installing, repairing, or maintaining, all or part of a people mover system operated by the governmental entity as a public facility.

_____ (Purchaser's Name) further certifies: a) that all of the tangible personal property purchased pursuant to this certificate is or will be part of a wheeled passenger vehicle or of related control or power distribution systems that are part of a transportation system for use by the general public; and b) none of the tangible personal property purchased pursuant to this certificate will be used as embedded wiring, conduits, or cabling to transmit signals among the vehicles, control equipment, power distribution equipment, and signaling equipment that make up the people mover system.

The undersigned understands that if such tangible personal property does not qualify for this exemption, the undersigned will be subject to sales and use tax, interest, and penalties. The undersigned further understands that when any person fraudulently, for the purpose of evading tax, issues to a vendor or to any agent of the state a certificate or statement in writing in which he or she claims exemption from the sales tax, such person, in addition to being liable for payment of the tax plus a mandatory penalty of 200% of the tax, shall be liable for fine and punishment provided by law for conviction of a felony of the third degree, as provided in Section 775.082, 775.083 or 775.084, F.S.

Purchaser's Name (Print or Type)

Signature and Title

Date

Florida Sales Tax Number

Federal Employer Identification
Number or Social Security Number

Telephone Number

Retain in vendor's records. Do not send to the Department of Revenue.

(c) Contractors that maintain an inventory of parts that may be incorporated into people mover system components that are sold as tangible personal property, may be used in performing real property contracts, and may be incorporated into exempt people mover systems pursuant to a public works contract may purchase such inventory parts by issuing a copy of the contractor's Annual Resale

Certificate in lieu of providing a certification of specific eligibility under the people mover system exemption. If appropriate, tax should be remitted upon subsequent taxable sale or use of such parts.

Rulemaking Authority 212.08(6), 212.17(6), 212.18(2), 212.183, 213.06(1) FS. Law Implemented 92.525(1), 212.02(4), (14), (15), (16), (19), (20), (21), 212.06(1), (2), (14) 212.07(1), 212.08(6), (7)(bbb), 212.085, 212.18(2), 212.183, 213.37 FS. History—New 6-3-80, Amended 11-15-82, Formerly 12A-1.94, Amended 1-2-89, 8-10-92, 6-28-04, 1-12-11.

Tax Reporting Name	_____		
	Name shown on income tax return		
Company Name	_____		
	If applicable, DBA name for checks		
Federal Tax Identification Number	_____		
	Employer Identification Number	OR	Social Security Number
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership <input type="checkbox"/> LLC _____ (classification)

Order form Information (Information for Obtaining Quotes/Purchase Order Submission)			
_____		_____	
Street/PO Box	City	State/Zip	
_____		_____	_____
Contact Person Name/Title	Phone	Fax	
_____		_____	
Email Address	Website		
_____		_____	

Payment Address	<input type="checkbox"/> Same as Above		
_____		_____	
Street/PO Box	City	State	Zip
_____		_____	
Contact Person Name	Title		
_____		_____	
Email Address	Website		
_____		_____	

Minority Business Status	Check all that apply to your organization
<input type="checkbox"/>	African American (person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin)
<input type="checkbox"/>	Hispanic American (person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race)
<input type="checkbox"/>	Asian American (person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands before 1778)
<input type="checkbox"/>	Native American (person who has origins in any of the Indian Tribes of North America before 1835)
<input type="checkbox"/>	American Woman

Ability to Conduct Business
Is your organization legally able to conduct business with public entities in the State of Florida, pursuant to Florida Statute 287.133, and with the Federal Government as per epls.gov? <input type="checkbox"/> No <input type="checkbox"/> Yes
At the present time, or at any time in the last twelve months, has any owner, officer, stockholder, employee or other person with an interest either directly or indirectly with your company been employed by Pensacola State College? <input type="checkbox"/> No <input type="checkbox"/> Yes

I certify that the information supplied herein is correct to the best of my knowledge. I further certify that in doing business with Pensacola State College my firm is in compliance with Chapter 112.313, Florida Statutes, relating to conflict of interest (www.flsenate.gov/Statutes/). I agree to the Purchase Order Terms and Conditions of Pensacola State College.		
_____	_____	_____
Authorized Signature	Name and Title	Date