

Prequalification Questionnaire

NAME OF PROJECT: Thomas County Historical Courthouse Renovation – Hydraulic Elevators RFP #TCHC-2011-14-2050-06 (Provide and Install Hydraulic Elevators and associated equipment in accordance with the Project Manual Plans and Specifications).

PROJECT SCOPE: Provide and Install Hydraulic Elevators and associated equipment in accordance with the Project Manual Plans and Specifications).

NAME OF PROPOSED CONTRACTOR: _____

INSTRUCTIONS:

All questions must be fully answered in ink. If additional space is needed, additional pages should be attached and clearly labeled. Copies of other documents that will answer a question may be attached if clearly labeled.

Thomas County may contact each and every reference provided, as well as any entity referenced in response to any question. The contractor, by completing this questionnaire, expressly agrees that any information concerning the contractor in possession of other entities and references may be made available to the owner.

The contractor warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the county is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor is false, it shall constitute grounds for immediate termination or rescission by the county of any subsequent agreement between the county and the contractor.

If there are any questions concerning the completion of this form, the contractor is encouraged to contact M. Twink Monahan, Thomas County Purchasing Agent.

If the contractor is a corporation, this questionnaire must be signed by either the president or vice-president of the corporation and attested by either the secretary or assistant secretary. If the contractor is a partnership, then at least one of the partners must provide a notarized signature. If the contractor is an individual, then he or she must have his or her signature notarized.

The completed questionnaire with any relevant attachments must be completed and returned in a sealed envelope with project name, contractor name and “Qualification Packet” clearly labeled on the outside, no later than 5:00 pm on June 10, 2011 to: M. Twink Monahan, Thomas County Purchasing Agent, Thomas County Board of Commissioners Office, P.O. Box 920, 110 N. Crawford Street, Thomasville, GA, 31799, and marked as follows:

Thomas County Historical Courthouse Renovation – Hydraulic Elevators RFP #TCHC-2011-14-2050-06 (Provide and Install Hydraulic Elevators and associated equipment in accordance with the Project Manual Plans and Specifications).

This form, its completion by the contractor and its use by the county shall not give rise to any liability on the part of the county to the contractor or any third party or person.

No guarantee is made or implied that the project will be constructed in whole or in part. The contractor accepts all risk and costs associated with the completion of the prequalification packet.

Any contractor disqualified by this process that wishes to address the disqualification may respond to their disqualification by a letter to the Public Property Committee within ten days of notice of disqualification. The opportunity for a disqualified offeror to provide a letter is merely for name clearing purposes; it shall not be construed as a right to appeal, to be reinstated, to protest the process, or to protest the award of the project. The purchasing agent shall include a copy of the letter in the contract file and provide copies to any party requesting such information.

GENERAL BACKGROUND

1. Current name and address of contractor: _____
2. If a joint venture, list all of the participants: _____
3. Previous name or address of contractor, if any: _____
4. (a) Current president or chief executive officer: _____
(b) Years in that position: _____
5. Number of permanent employees: _____
6. Name and addresses of current affiliated companies (parent, subsidiary, divisions):

7. List all state licenses held by contractor: _____
8. Thomas County Occupational License Number: _____

FINANCIAL STATUS

1. Please attach financial statements for the past three years. If such statements are not available, please furnish the following information for the last three completed fiscal years:

LAST COMPLETE FISCAL YEAR

For Year Ending: _____

Gross Revenues: _____

Gross Expenditures: _____

Gross Overhead and Administrative Cost: _____

Gross Profit: _____

YEAR PRIOR TO LAST COMPLETED FISCAL YEAR

For Year Ending: _____

Gross Revenues: _____

Gross Expenditures: _____

Gross Overhead and Administrative Cost: _____

Gross Profit: _____

TWO YEARS PRIOR TO LAST COMPLETED FISCAL YEAR

For Year Ending: _____

Gross Revenues: _____

Gross Expenditures: _____

Gross Overhead and Administrative Cost: _____

Gross Profit: _____

2. Contractor's Dunn and Bradstreet number: _____

3. Has the contractor, or any of its parents or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? _____ If so, please specify the date, circumstances, and resolution.

4. Has any majority shareholder ever had a bankruptcy petition filed in his/her name voluntarily or involuntarily? _____ If yes, please specify the date, circumstances, and resolution.

5. Is contractor currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity? _____ If yes, please specify the details, circumstances, and prospects for resolution.

6. (a) What is contractor's current bonding capacity? _____

(b) What is contractor's current unencumbered bonding capacity? _____

7. Please identify the contractor's surety company. _____

8. Please give the name, address, and telephone number of the contractor's current surety agent or underwriting contact:

9. Have performance or payment bond claims ever been made to a surety for this contractor on any project, past or present? _____ If so, please state the approximate date of each claim and identify whether the surety paid any. _____

10. In the past five years, has any surety company refused to bond the contractor on any project? _____ If so, please specify the reasons given for that refusal and the name and address of the surety company. _____

11. In the past five years, has any surety company refused to bond the contractor's parent or subsidiaries on any project? _____ If so, please specify the reasons given for that refusal and the name of the surety company. _____

REFERENCES

1. Please provide two bank references.

Name: _____

Address: _____

City and State: _____

Contact: _____

Phone: _____

Name: _____

Address: _____

City and State: _____

Contact: _____

Phone: _____

2. Please provide at least two major subcontractors as references.

Name: _____

Address: _____

City and State: _____

Contact: _____

Phone: _____

Name: _____

Address: _____

City and State: _____

Contact: _____

Phone: _____

3. Please provide at least two major suppliers as references.

Name: _____

Address: _____

City and State: _____

Contact: _____

Phone: _____

Name: _____

Address: _____

City and State: _____

Contact: _____

Phone: _____

4. Please provide at least four owners as references. Include at least two governmental owners.

1. Project Name: _____

Location: _____

Contract Price: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone: _____

Architect or Engineer: _____

Contact: _____

Phone: _____

2. Project Name: _____

Location: _____

Contract Price: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone: _____

Architect or Engineer: _____

Contact: _____

Phone: _____

3. Project Name: _____

Location: _____

Contract Price: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone: _____

Architect or Engineer: _____

Contact: _____

Phone: _____

4. Project Name: _____

Location: _____

Contract Price: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone: _____

Architect or Engineer: _____

Contact: _____

Phone: _____

SIMILAR PROJECT EXPERIENCE

1. Please list all projects of reasonably similar nature, scope, and duration performed by contractor in the past seven years, specifying, where possible, the name and last known address of each owner of those projects. Identify any projects performed in Georgia, as well as any public works projects. Identify any projects done in Thomas County. _____

2. Of the projects listed in response to question 1 above, identify any that were the subject of a substantial claim or lawsuit by or against the contractor. Please identify in your response the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution. _____

3. Has contractor ever failed to complete a project? _____ If so, please provide explanation. _____

MANAGEMENT PRACTICES

1. Please identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years concerning any labor practices of the contractor. Identify the nature of any proceeding and its ultimate resolution. _____

2. Please identify any lawsuits, administrative proceedings, hearings, or fines initiated by the Occupational Safety and Health Administration (OSHA) concerning the project safety practices of the contractor in the past seven years. Identify the nature of any proceeding and its ultimate resolution. _____

3. List contractor's OSHA incident rates for the last three years using OSHA Form No. 200 ((Total incidents x 200,000 hours) divided by (number of hours worked) = incidence rate.). Specify the rates for: (a) fatalities; (b) injuries and illnesses with lost workdays; and (c) injuries and illnesses with restricted workdays.

4. List contractor's workers' compensation experience modification rates (EMR) for the last three years. _____

5. (a) Does contractor have a written safety program? ___ If so, attach outline of program.

(b) Does the plan require health and safety training of subcontractors? _____

(c) Is documentation of health and safety training required? _____

(d) Does contractor have a Hazard Communication Program (29 CFR 1910.1200, CCR Title 8 Section 5194)? _____

(e) Does contractor have a Confined Space Entry and Rescue Program (29 CFR 1910.146, CCR Title 8 Section 5156-5159)? _____

(f) Does contractor have a "Hot Work" permit program (29 CFR 1910.146, CCR Title 8 Section 5156-5159)? _____

(g) Does contractor have a "Lock-Out/Tag-Out" program (29 CFR 1910.417)? ___

6. Does contractor have an equipment maintenance program for?

(a) Ladders? _____

(b) Scaffolds? _____

(c) Heavy Equipment? _____

(d) Vehicles? _____

(e) Miscellaneous construction tools and equipment? _____

7. If contractor has a new employee safety orientation program, does it include instruction on?

(a) Contractor's safety policy? _____

(b) Contractor's safety rules? _____

(c) Safety meeting attendance? _____

(d) Contractor safety record? _____

(e) Hazard recognition? _____

(f) Hazard reporting? _____

(g) Injury reporting? _____

(h) Non-injury accident reporting? _____

(i) Personal protective equipment? _____

(j) Respiratory protection? _____

(k) Fire protection? _____

(l) Housekeeping? _____

(m) Toxic substance? _____

(n) Electrical safety? _____

(o) Fall protection? _____

(p) Driving safety? _____

(q) First-aid/CPR? _____

(r) Hearing conservation? _____

(s) Lock-out/tag-out? _____

(t) Blood borne pathogens? _____

(u) Asbestos? _____

(v) Confined spaces? _____

(w) Hazard communication? _____

8. Does contractor conduct safety meetings for employees? _____ How often? _____.

9. Does contractor conduct health and safety audits of works in progress? _____

If so, how often are the audits conducted? _____

Who conducts the audits? _____

10. Is safety a criterion in evaluating the performance of employees? _____

Supervisors? _____ Management? _____

11. Does contractor have a drug and alcohol testing policy? _____

12. Please identify any lawsuits, administrative proceedings or hearings initiated by the Internal Revenue Service or any state revenue department concerning the tax liability of the contractor (other than audits) in the past seven years. Identify the nature of any proceeding and its ultimate resolution. _____

13. Have any criminal proceedings or investigations been brought against the Contractor in the past ten years? _____

If the answer is yes, please attach a complete and detailed report with your responses to this Questionnaire.

PROPOSED PROJECT PERSONNEL

1. Please list the name, qualifications and background of the contractor's proposed project manager for this project. _____

Include the names and addresses of companies with which he/she has been affiliated in the past five years. _____

Indicate whether the contractor commits to making the proposed project manager available for the duration of the project. _____

2. Please list at least three projects, by size, type, and duration that the proposed project manager has managed in the past five years for the contractor or for any other company. _____

3. Please list the qualifications and background of contractor's proposed job superintendent (if different from the project manager). _____

Include the names and addresses of any companies with which he/she has been affiliated in the past five years. _____

Indicate whether the proposed job superintendent will be made available for the duration of the project. _____

5. Please list at least three projects, by size, type and duration that the proposed job superintendent has supervised in the past five years, for the contractor or for any other company. _____

6. Please comment on your firm's current workload that demonstrates you will be able to provide the labor and personnel necessary to complete this project.

COMMENTS

Please list any additional information that you believe would assist Thomas County in evaluating the possibility of using the contractor on this project. _____

I certify to Thomas County and to any construction or permanent lender of the project that the information and responses provided on this questionnaire are true, accurate and complete. Thomas County or any construction or permanent lender of the project may contact any entity or reference listed in this questionnaire. Each entity or reference may make any information concerning the contractor available to Thomas County or to any lender of Thomas County.

INTEREST OF:

By submitting a proposal, the offeror represents and warrant that neither a Commissioner nor Chairman of Thomas County has, in any manner, an interest, directly or indirectly in the proposal or in the contract that may be made under it, or in any expected profits to arise therefrom.

NON-COLLUSION AFFIDAVIT:

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not fraudulent or collusive or made in the interest or in behalf of any person not therein named, and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a fraudulent proposal, or any other person, firm or corporation to refrain from submitting proposals and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

Dated _____, 2011.

CONTRACTOR:

By: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

Proposal Bond (Due with proposal on 6/17/2011)

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____ as Principal, hereinafter called the Principal, and (Surety),

_____ as Surety, hereinafter called the Surety, and held and firmly bound unto

Thomas County Board of Commissioners
110 N. Crawford Street, Thomasville, Georgia

as Obligee, hereinafter called Obligee, in the sum of _____ Dollars (\$_____), or Ten (10 %) percent of the amount offered, whichever is less, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for:

Thomas County Historical Courthouse Renovation – Hydraulic Elevators RFP #TCHC-2011-14-2050-06 (Provide and Install Hydraulic Elevators and associated equipment in accordance with the Project Manual Plans and Specifications) located at 104 W. Jefferson Street, Thomasville, Georgia

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such proposal and give such bonds or bond as may be specified in the proposal or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this day of _____, 2011.

(Principal)

(Witness) By: _____ (Title)

(Source: Robert L. Crewdson, Alston & Bird LLP, Atlanta, Georgia (404) 881-7291)

Performance Bond (Due when contract executed – 10 days after award)

KNOW ALL MEN BY THESE PRESENTS _____ that _____ (contractor) (hereinafter called the “Principal”) and _____ (surety) (hereinafter called the “Surety”), are held and firmly bound unto Thomas County (hereinafter called the “Owner”) and their successors and assigns, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated which is incorporated herein by reference in its entirety (hereinafter called the “Construction Contract”), for the Thomas County Historical Courthouse Renovation – Hydraulic Elevators RFP #TCHC-2011-14-2050-06 (Provide and Install Hydraulic Elevators and associated equipment in accordance with the Project Manual Plans and Specifications) more particularly described in the Construction Contract (hereinafter called the “Project”); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

- 1) Complete the Construction Contract in accordance with the terms and conditions; or
- 2) Obtain proposal or proposals for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the most qualified offeror, arrange for a contract between such offeror and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety maybe liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any

amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,

3) Allow Owner to compute the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of _____, 2011.

(Principal) (SEAL)

By: _____

Attest:

Secretary

(SEAL)

By: _____

Attest:

Secretary

[Attach Power of Attorney]

(Source: Robert L. Crewdson, Alston & Bird LLP, Atlanta, Georgia (404) 881-7291)

Payment Bond (Due when contract executed – 10 days after award)

KNOW ALL MEN BY THESE PRESENTS that _____
(*contractor*) (hereinafter called the “Principal”) and (*surety*) (hereinafter called the “Surety”), are held and firmly bound unto Thomas County, (hereinafter called the “Owner”), its successors and assigns as obligee, in the penal sum of _____ (*contract amount*), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the “Construction Contract”), for the construction of a project known as Thomas County Historical Courthouse Renovation – Hydraulic Elevators RFP #TCHC-2011-14-2050-06 (Provide and Install Hydraulic Elevators and associated equipment in accordance with the Project Manual Plans and Specifications) as more particularly described in the Construction Contract (hereinafter called the “Project”);

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Construction Contract.

2. In the event a Claimant files a claim against the Owner, or the property of the Owner and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Construction Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. § 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by

O.C.G.A. § 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this _____ day of _____, 2011.

Attest:

[Principal]

Title

Attest:

[Surety]

Title

(Source: Robert L. Crewdson, Alston & Bird LLP, Atlanta, Georgia (404) 881-7291)

Prequalification Policy

When determined to be in the best interest of Thomas County by the Public Property Committee, potential offerors on public works construction projects may be required to be meet certain minimum qualifications before being permitted to submit a proposal on a project.

The Public Property Committee shall establish minimum criteria that are reasonably related to the specific project or the quality of work of a potential offeror. Potential offerors may be required to:

Be properly licensed;

Have an appropriate amount of experience on similar projects;

Provide references on past projects;

Provide references to show a history of compliance with applicable laws, regulations and ordinances relating to performance of past projects;

Provide evidence that they have the ability to obtain any necessary permits;

Provide assurance that the firm has stable financial and human resources and capabilities to successfully perform the project within the time specified without delay or interference;

Show that the potential offeror has the necessary character, integrity, reputation, and judgment;

Meet any other criteria that are reasonably related to the specific project or the quality of work of a potential offeror.

A statement that only pre-qualified offerors will be permitted to submit proposals on a particular project shall be included in all advertisements for a project where prequalification is required. Similarly, a copy of this policy, the specific prequalification criteria for a particular project and the deadline for submission of the prequalification questionnaire shall be included in all requests for proposals and as posted on the Thomas County Internet Website. Copies shall also be in the purchasing agent's office. This policy and any criteria specific to the project shall be made available to any prospective offeror or any other member of the public requesting such information.

A complete prequalification packet, which includes a completed prequalification questionnaire and any necessary attachments, must be provided to the purchasing agent prior to the established deadline. All prequalification questionnaires must be typewritten or handwritten in ink. The purchasing agent shall evaluate prequalification packets timely submitted according to the criteria established.

Potential offerors submitting prequalification packets shall be notified whether they are pre-qualified or disqualified. The decision of the Public Property Committee shall be final. Only pre-qualified offerors may submit proposals. Disqualified offerors may respond to their disqualification by a letter to the Public Property Committee within ten days of notice of

disqualification. The opportunity for a disqualified offeror to provide a letter is merely for name clearing purposes; it shall not be construed as a right to appeal, to be reinstated, to protest the process, or to protest the award of the project. The purchasing agent shall include a copy of the letter in the contract file and provide copies to any party requesting such information.

Any pre-qualified offeror cannot be later disqualified without cause.