



**REQUEST FOR QUALIFICATIONS (RFQ)
for
ARCHITECTURAL SERVICES**

**RFQ-NFC-01-2024
SPECIFICATIONS DOCUMENT**

Project Names: **New Community Center Facility, &
Warehouse Building Addition/Remodel**

Response Deadline: **April 23, 2024, 2:00 PM EDT**

This Request for Qualifications Specifications Document will serve to provide interested parties with specific information regarding submission of a response to the RFQ and the procedures for selecting architectural services.

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GENERAL INFORMATION

North Florida College

North Florida College is a public post-secondary educational institute and a political subdivision of the state of Florida. It was established by the Legislature in 1957 and serves the six-county geographic region of the following counties: Hamilton, Jefferson, Madison, Lafayette, Suwannee, and Taylor. The main campus is in Madison, Florida. For more information about the College, please visit our website at <https://www.nfc.edu>.

Invitation to Respond

The District Board of Trustees of North Florida College, hereinafter referred to as 'College' or 'NFC', is inviting qualifications statements from professional Firms, registered and licensed to do business in the state of Florida, interested in providing a range of architectural/engineering services for two projects, construction of a new Community Center Facility, and the remodel, renovation, with addition to the Warehouse Building, on the main campus located at 325 NW Turner Davis Drive, Madison, Florida 32340. This Request for Qualifications (RFQ) is issued in accordance with the provisions of the Consultants' Competitive Negotiation Act, Section 287.055 Florida Statutes, the State Requirements for Educational Facilities (SREF), State Board of Education Florida Administrative Rule 6A-14.0734, and 2 CFR 200, as applicable.

To be considered, RFQ responses must be submitted as prescribed in the RFQ-NFC-01-2024 Specifications Document. The deadline for responses is 2:00 p.m. EDT on April 23, 2024, to North Florida College, Bldg. 3, Rm. 18, 325 NW Turner Davis Dr., Madison, FL 32340. Emailed responses will not be considered. Responses must be sealed and marked on the outside with the name of the architectural Firm and RFQ-NFC-01-2024.

RFQ responses received by the deadline will be opened and evaluated by a committee according to RFQ evaluation criteria in a series of public meetings, which may include interviews of selected architectural Respondents. The location for the public meetings is North Florida College, Bldg. 9, Room 20, 325 NW Turner Davis Drive, Madison, FL. Public meeting dates are: April 23, 2024, 3:00 p.m. EDT; April 30, 2024, 9:30 a.m. EDT; and May 6, 2024, beginning at 9:30 a.m., EDT.

In accordance with the Americans with Disabilities Act, any person requiring special accommodations to attend a public meeting is asked to advise NFC at least 5 days prior to the meeting by contacting NFC at 850-973-1653. Action on the short-list of architects by the NFC District Board of Trustees is expected at its regularly scheduled meeting on May 21, 2024.

The RFQ-01-2024 Specifications Document, information, and notices are available from the College's website at <https://www.nfc.edu/about-nfc/procurement-contracts/>. NFC reserves the right to reject any or all responses to the RFQ, to waive any informalities in regards thereto, and to accept only the responses which are in the best interest of the College. NFC is not responsible for any expense for responding to the RFQ.

Interested Respondents are advised to thoroughly familiarize themselves with all details contained in this specifications document. Respondents must monitor the College's web page associated with the RFQ for information, notices, addenda, and responses to written questions.

The point of contact for this RFQ is Micah Rodgers, Chief Business Officer. All questions regarding the RFQ must be submitted in writing via email to procurement@nfc.edu. Questions will not be accepted, nor answers provided, via phone or in person.

RFQ SCHEDULE

DATE	TIME	LOCATION	EVENT
April 3, 2024		Published in Newspapers in the College Service District	Public Notice: Invitation to Respond to RFQ
April 3, 2024		College Web Page: https://www.nfc.edu/about/nfc/procurement-contracts/	RFQ Specifications Document Available for Download
April 17, 2024	4:30 PM EDT	Via email at procurement@nfc.edu	Deadline for Submission of Written Questions
April 19, 2024	4:30 PM EDT	College Web Page: https://www.nfc.edu/about/nfc/procurement-contracts/	Deadline for Responses to Written Questions. Deadline for addenda issuance, if any.
April 23, 2024	2:00 PM EDT	North Florida College Attn: Tyler Coody Bldg. 3, Room 18 325 NW Turner Davis Drive, Madison, FL 32340	Deadline for Receipt by the College of RFQ Response Submissions. (Note: Submissions cannot be emailed. See submission instructions)
April 23, 2024	3:00 PM EDT	North Florida College Bldg. 9, Room 20 325 NW Turner Davis Drive, Madison, FL 32340	Public Meeting: Response List Prepared. Submissions Opened & Names Read Aloud. <u>This is not an evaluation meeting.</u>
April 23, 2024		College Web Page: https://www.nfc.edu/about/nfc/procurement-contracts/	List of Respondents to be Considered
April 30, 2024	9:30 AM EDT	North Florida College Bldg. 9, Room 20 325 NW Turner Davis Drive, Madison, FL 32340	Public Meeting: Evaluation of Written Submissions & List of Candidates for Interviews Prepared
April 30, 2024, Interview Times Slotted			
May 6, 2024	09:30 AM EDT 10:15 AM EDT 11:00 AM EDT 11:45 AM EDT	North Florida College Bldg. 9, Room 20 325 NW Turner Davis Drive, Madison, FL 32340	Public Meetings: Interview Session 1 Interview Session 2 Interview Session 3 Ranked Short List Prepared
May 6, 2024		College Web Page: https://www.nfc.edu/about/nfc/procurement-contracts/	Notice of Intent to Award RFQ
May 7-9, 2024			Protest Period
May 21, 2024	5:30 PM EDT	North Florida College District Board of Trustees Meeting	RFQ Award - Action on Shortlist

May 22, 2024		College Web Page: https://www.nfc.edu/about-nfc/procurement-contracts/	Notice of Award of RFQ
May 23, 2024			Contracting Period Begins

The College reserves the right to change the schedule if it is in the best interest of the College. Schedule changes will be by written addendum to the Specifications Document and will be posted on the College web site dedicated to this RFQ at <https://www.nfc.edu/about-nfc/procurement-contracts/>. It is the sole responsibility of the Respondent to monitor this web page during the entire RFQ process for information, updates, clarifications, schedule changes, addenda, and notices concerning award. Failure to monitor this web page for pertinent information related to the RFQ may result in disqualification of the Candidate.

PROJECT DESCRIPTIONS & GENERAL SCOPE OF WORK

Project Descriptions

New Community Center Facility Project

Construction of a new Community Center facility on the NFC Madison Campus. This multi-purpose facility is intended to function as an innovative community access and networking center to provide public access to high-speed, reliable, broadband internet service to enable work, education, and telehealth. The facility is estimated at roughly 5,984 GSF. This project is funded by local resources and a federal broadband grant provided by the Florida Department of Commerce. Architectural/engineering services, construction, furnishings, and equipping must be accomplished within the allocated budget and timeline for completion.

Warehouse Building Addition/Remodel

The existing warehouse building will be repurposed to house Career and Workforce Education programs to offer specialized training and career development opportunities. The 4,800 NSF building will be renovated and remodeled and approximately 2,400 NSF will be added. This is a state and locally funded project, which will be accomplished in two phases. Phase One is the design and development of hard-bid ready construction documents and is locally funded. Phase Two will be the construction, equipping and furnishing of the facility. State funding for construction is reliant upon approval of House Bill 5001 2024. All phases must be accomplished within the allocated budgets and completion timelines.

General Scope of Work

Services to be provided will be tailored to each project and may include, but not be limited to, architectural design, engineering, educational specifications development, schematic/design development, demolition specifications, construction ready documents, specifications, and plans. Plans, drawings, details, and specifications are to be in accordance with State Department of Education SREF, FBC and College requirements, and any applicable codes. Provision of the full services of registered professional engineers trained in their particular field of work, for plumbing, heating, mechanical, ventilation, air conditioning, electrical power, lighting, structural and civil.

Architectural drawings and specifications must be complete and hard-bid construction ready to achieve the most accurate bid results. The projects will be constructed under a hard-bid award and construction contract agreement. Invitations to Bid (ITBs) on construction will be issued by the College to a pool of prequalified contractors. Services include assisting the College’s capital projects team in the bidding process and preparation of the successful bidder’s contractor contract (AIA Documents).

Administration of construction services shall also be provided to the College for the successful, timely, and economical completion of the project. The professional services may be delivered in one or more phases. The obligations of North Florida College related to this RFQ are subject to the availability of the funds lawfully appropriated for its purpose. The

intent of the College is to award the projects to a single Respondent with a contract for performance of all phases of each project. Qualified Respondents must be licensed in the State of Florida and possess professional service registrations and licenses in accordance with applicable statutes, regulations, and rules.

GENERAL TERMS & CONDITIONS

1. Definitions

The District Board of Trustees, DBOT, North Florida College, NFC, the College, and Owner, refer to North Florida College.

Responder, Respondent, Firm, Business, Vendor, Candidate, Applicant, or Architect refer to an architectural entity responding to this Request for Qualifications.

2. Point of Contact

The point of contact for this RFQ is Micah Rodgers, Chief Business Officer. All questions regarding the RFQ **must be submitted in writing via email to procurement@nfc.edu. Questions will not be accepted, nor answers provided, via phone or in person.**

The deadline to submit questions is close of business, 4:30 PM EDT, April 17, 2024. Answers to questions will be posted on the College's web page at <https://www.nfc.edu/about-nfc/procurement-contracts/>. Questions received after the deadline will not be answered.

Cone of Silence: Prospective Respondents or persons acting on their behalf are prohibited from contacting any employee, trustee, or agent of the College during the RFQ process apart from the submission of written questions to the NFC point of contact, or as prescribed in Section 120.57(3), Florida Statutes, during the protest period. It is expected that personnel, team members of Respondents, retained consultants or any other representative or individual promoting on behalf of the respondent shall refrain from posting opinions, providing commentary, or engaging in any discussion regarding this RFQ by use of social media. Violation constitutes grounds for disqualification.

3. Interpretation of Documents/Written Addenda

No interpretation of the meaning of the RFQ document or correction of any apparent ambiguity, inconsistency or error therein will be made to any Respondent verbally. Requests for such interpretation or correction must be made in writing to the College's point of contact. Interpretation of the wording of this document shall be the sole responsibility of the College and that interpretation shall be final.

In case the College finds it expedient to supplement, modify or interpret any portion of the RFQ document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFQ and posted on the College's website at <https://www.nfc.edu/about-nfc/procurement-contracts/>. No verbal or written information from other sources are authorized as representing the College.

It is the sole responsibility of all prospective respondents to monitor the College's website at <https://www.nfc.edu/about-nfc/procurement-contracts/> prior to submitting their response to view the solicitation and download any or all issued addenda.

4. Delays

The College, at its sole discretion, may delay the scheduled due dates if it is to the advantage of the College to do so. The College will post delays or changes and information or addenda on the College's website at <https://www.nfc.edu/about-nfc/procurement-contracts/>. It is the sole responsibility of interested Respondents to consistently monitor this site for changes. Failure to note changes posted on the website will be the fault of the potential Respondent and not the responsibility of the College.

5. Proposal Withdrawn

Respondents may withdraw their proposals by notifying the NFC point of contact in writing via email at procurement@nfc.edu at any time prior to the submittal deadline. The Respondent is solely responsible for retrieving the withdrawn proposal and for any expense related to the retrieval. Once opened, proposals become the property of NFC.

6. Additional Information

No additional information may be submitted, or follow-up performed by any Respondent after the stated deadline for submission, outside of a formal presentation to the Evaluation Committee, unless specifically requested by NFC.

7. Award/Contract

The College intends to select the most responsible and responsive Respondent that demonstrates in their written response and in their oral presentation quantitative and qualitative information based on the criteria contained herein. The Respondent understands that this RFQ does not constitute an agreement or contract with the Respondent. An official contract or agreement is not binding until all related documents are reviewed and accepted by appointed staff, approved by the appropriate level of authority within NFC and executed by the parties.

The written responses are considered phase one of the screening selection process with oral presentations considered phase two of the screening selection process. Phase one and phase two are evaluated separately and, at no point, are combined to represent an overall score. The College reserves the right to select a proposal which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College.

Following approval of the intended award by the District Board of Trustees, an agreement will be negotiated and executed between the College and the selected Respondent.

8. Response Preparation Costs

Neither NFC nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of this RFQ.

9. Accuracy of Submitted Response

Any information submitted in response to this RFQ which is determined to be substantially misleading, exaggerated, or incorrect shall result in disqualification of the Respondent.

10. News Releases

The Respondent shall obtain the prior approval of NFC for any news releases or other publicity pertaining to this RFQ or other service, study, or project to which it relates.

11. Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services “Convicted Vendor List.” This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000.00) with any person or affiliate on the “Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the “Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFQ response forms, respondent attests that they have not been placed on the “Convicted Vendor List.” Any person submitting proposals in response to this RFQ must execute and submit Form PUR7068, SWORN STATEMENT UNDER SECTION 287.133(3) (A), Florida Statutes.

12. Debarment

By submitting a response to this RFQ, the Respondent attests that the Respondent and affiliates have not been debarred and declared ineligible to receive federally funded contracts.

13. Public Records

Upon award recommendation or until thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFQ and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Respondents will be responsible for all costs, including attorneys’ fees, associated with defending such asserted exemptions from disclosure.

The Respondent shall keep and maintain all records for at least five (5) years following the termination of the resulting contract. If there is an audit finding and the audit finding has not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit finding.

The Respondent agrees to comply with Florida Public Record Law and specifically to comply with the requirements of Section 119.0701(2), Florida Statutes. The resulting agreement may be unilaterally terminated by the College in the event the Respondent fails to permit public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by vendor in conjunction with the resulting agreement after being given 10 days’ written notice of noncompliance.

A resulting contract shall contain the following language:

- 1) Respondent, while acting on behalf of the College, shall keep and maintain public records required by the College to perform the service.
- 2) Upon request from the College’s custodian of public records, Respondent shall provide the College with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in under Chapter 119, Florida Statutes or as otherwise provided by law.
- 3) In the event of a public records request pertaining to records in the Respondent’s possession or control:
 - a) The Respondent shall promptly provide the College with copies of all records created or maintained during performance under this contract or all such records to be inspected and copied within a reasonable amount of time.
 - b) If the Respondent fails to supply such records or make the records available within a reasonable amount of time, then the College may apply to a state court of competent jurisdiction for an order compelling the production of such records. In the event the College seeks mandatory injunctive relief, Responder waives

the requirement that the College must first prove: (a) its lack of an adequate remedy at law, (b) the irreparable harm absent entry of the injunction, or (c) that injunctive relief will serve the public interest.

- 4) Upon the completion of the contract, the Respondent shall:
 - a) Transfer, at no cost, to the College all public records in possession of the Respondent and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements or
 - b) Keep and maintain public records required by the College to perform the service and shall meet all applicable requirements for retaining public records.
- 5) All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
- 6) Respondent shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the contract term and following completion of the contract if the Respondent does not transfer the records to the College.
- 7) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KIM SCARBORO, AT (850) 973-1613, scarborok@nfc.edu, NORTH FLORIDA COLLEGE, 325 NW TURNER DAVIS DRIVE, MADISON, FLORIDA 32340.**

14. Acceptance/Rejection

NFC reserves the right to reject any or all submissions, to waive any informalities and technicalities, and to solicit and re-advertise for new response submissions, or to abandon the RFQ in its entirety. NFC reserves the right to make the award to that Respondent who, in the opinion of NFC, will be in the best interest of and/or the most advantageous to NFC. NFC reserves the right to reject the response of any Respondent who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in NFC's opinion, is not in a position to perform properly under this award.

15. Conflict of Interest

All Respondents must disclose with their response the name of any officer, director, or agent who is also an employee of North Florida College. Further, all Respondents must disclose the name of any College employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches. Should the awarded Respondent permanently or temporarily hire any college employee who is, or has been, directly involved with the Respondent prior to or during performance of the resulting agreement, the agreement shall be subject to immediate termination by the College. The Conflict of Interest Disclosure Form shall be completed and submitted as part of the proposal response.

16. Relationship of Parties

The Respondent is an independent contractor and will furnish services on its own credit rather than as an employee, agent or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the Respondent; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to,

compensation insurance and unemployment insurance, are available from the College to the Respondent or the employees, agents, or public servants of the Respondent. The Respondent will be solely and entirely responsible for the Respondent's acts and for the acts of the Respondent's agents, employees and public servants during the performance and agreement resulting from the award of this RFQ.

17. Personnel

Respondent, for the life of contract and any subsequent renewals, shall comply with any North Florida College operating procedure requiring college operators, vendors, contractors and associates on any North Florida College campus to submit to a fingerprint-based state and federal criminal history check as set forth under Florida Statute 1012.467 or any other fingerprint identification check as deemed necessary and requested by North Florida College. The Respondent when so requested by North Florida College, pursuant to a Florida Statute 1012.467 request, shall comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any Respondent employees or agents working under this contract. NFC is not responsible for any expense related to the fulfillment of the foregoing.

18. Familiarity with Laws

All Respondents are required to comply with all federal, state, and local laws, codes, rules, and regulations controlling the action or operation of this RFQ. Relevant laws may include but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), OSHA regulations, and all Civil Rights legislation, and 2 CFR 200 as applicable.

19. Equal Opportunity Statement

North Florida College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender identity, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information, or veteran status. Questions pertaining to educational equity, equal access or equal opportunity should be addressed to the College's Equity Coordinator: Denise Bell, (850)973-9481, belld@nfc.edu.

20. Drug/Alcohol Free Workplace

North Florida College believes in a drug-free workplace and is committed through in-house policies to this objective. The Respondent shall have similar policies for employees assigned to the College. The Respondent shall complete and submit the "Drug Free Workplace Form."

21. E-Verify

The Respondent, for the life of contract and any subsequent renewals, shall cooperate and comply with all legal requirements requiring college operators, vendors, contractors and associates on any North Florida College campus to submit to a verification of employment eligibility through the U.S. Department of Homeland Security's E-Verify system as set forth under Florida Statute 448.095, Employment Eligibility. The verification of employment eligibility will include all persons employed during the agreement term by the Respondent to perform duties within Florida and all persons (including subcontractors) assigned by the Respondent to perform work pursuant to the agreement with the College. Upon request by the College, evidence of compliance shall be provided to the College.

22. Taxes/Licenses/Permits

Respondent shall pay all applicable taxes and purchase any licenses that may be required in the performance of the resulting agreement. In addition, the Respondent shall be responsible for obtaining all necessary Respondent and employee permits and/or registration cards in compliance with all applicable federal, state, and municipal statutes.

NFC is a political subdivision of the state of Florida and does not pay state sales taxes.

23. Patents and Copyrights

Respondent agrees to indemnify and save harmless the College, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFQ, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

24. College Liability

North Florida College will be liable only for property damage and/or bodily injury pursuant to the resulting agreement and which occur as a direct result of the negligence of the College, its agents, or employees. The College is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with Florida Statute 768.28.

25. Insurance Requirements

Minimum Insurance Coverage and Requirements:

Prior to the commencement of work, the Respondent must obtain and maintain the minimum insurance coverage set forth below. For the purposes of this RFQ, the Respondent must demonstrate insurability by providing current certificates of insurance. **Proof of insurance at the required levels must be submitted with the RFQ response.** At the time of RFQ award, if awarded, and prior to, but no later than contract execution, the successful Respondent shall submit a certificate of insurance at the required levels with North Florida College included as additional named insured on each applicable policy. By requiring such minimum insurance, North Florida College shall not be deemed or construed to have assessed the risk that may be applicable to the Respondent. The Respondent shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

The Respondent is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability and Pollution Liability (if applicable). All insurance will be with insurers authorized to do business in Florida and all non-self-insured companies will have an AM Best Rating of A-VI or better.

i. Coverage:

1. Commercial General Liability – ISO CG 001 Form or equivalent. Coverage to include:
 - Premises and Operations
 - Personal/Advertising Injury
 - Products/Completed
 - Operations Broad Form
 - Property Damage
 - Independent Contractors
2. Automobile Liability including all:

- Any Auto (owned, non-owned, hired)
- Personal Injury Protection (when applicable)
- 3. Workers' Compensation
 - Statutory Limits as per Florida Statute 440 including Employer's Liability
- 4. Excess/Umbrella Liability (as needed)
 - Excess of Commercial General Liability, Automobile Liability and Employer's Liability; Coverage should be as broad as primary.
 - a) Professional Liability – the policy/coverage shall be amended to include the following: Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written agreement provided such liability is caused by your wrongful acts.
 - b) Claims alleging improper supervision of sub-consultants.
 - c) Representative Insured Wording amended to include past principals/employees.
 - d) Cancellation Clause shall provide written notice prior to cancellation to College.
 - e) Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy; the declaration page shall show the other policy is intended to function as excess and shall be shown on the declarations page of this policy.
 - f) Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the Insured, shall not in itself constitute knowledge by the Insured, unless an officer, owner, partner, or principal of the Insured shall have received such notice.

ii. Limits:

1. Required Limits:

The following minimum limits of liability are required; however, the limits are subject to change based on the type and extent of project. The Respondent is required to purchase and maintain Professional Liability.

Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employer's Liability)	\$1,000,000
Umbrella Liability	
Each Occurrence Limit (\$1-\$5M)	\$1,000,000
Professional Liability	
Each Claim (\$1-\$3M)	\$1,000,000
Annual Policy Aggregate (\$2-\$5M)	\$2,000,000
Pollution Liability (as applicable)	
Per Claim	\$1,000,000

Annual Policy Aggregate	\$1,000,000
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2. Additional Requirements:

- a) Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, North Florida College
- b) Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from North Florida College
- c) Include a Separation of Insured Clause (Cross Liability) for all liability policies The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration.
- d) Provide uninterrupted Professional Liability for three (3) years after the contract end date.

26. Audit

All of the Respondent’s correspondence, records, vouchers, and books of account, insofar as work done or money expended under the contract is concerned, may be subject to inspection by College personnel working in an internal auditing capacity and/or external auditors, including legislative auditors. The audit inspection may occur at any time during the term of the contract and for a period of five (5) years after the completion of the contract. All records shall be retained in accordance with the Public Records section of this document.

27. Protests

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. Any person or entity which believes they are adversely affected by the College’s decision or intended decision shall file a notice of protest in writing by certified mail within 72 (seventy-two) hours after the posting of the decision or intended decision with the North Florida College Chief Business Officer. The formal written protest shall be filed within 10 (ten) days after the date of the notice of protest is filed. Failure to file a notice of protest, failure to file a formal written protest, or failure to post the bond or other security shall constitute a waiver of proceedings under 120.57, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based.

The public posting of the Notice of Intent to Award the RFQ will be posted on the College web page at <https://www.nfc.edu/about-nfc/procurement-contracts/> on the date listed in the **RFQ Schedule** and shall open the protest period. It is the sole responsibility of all prospective Respondents to visit the website to view the Notice of Intent to Award.

28. Disputes

In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder, the decision of the College shall be final and binding on both parties.

29. Miscellaneous

The Respondent shall not use the name of the College, or any of the College’s symbols or marks, in any way unless approved in writing by the College. The Respondent shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of the College. The agreement shall be governed by the laws of the state of Florida.

The College has reviewed purchasing agreements and state term contracts available under Florida Statutes Section

287.056 as required in Florida Statutes Section 1010.04.

30. Indemnification

To the fullest extent permitted by law, the Respondent shall defend, indemnify, and hold harmless the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Respondent or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

31. Proprietary Material

All rights to proprietary material must be transferable to the College in the event the Respondent goes out of business.

32. Ownership of Work Products

The College will be considered the Owner of all work products produced under the contract that results from this RFQ.

33. Oral Presentation

After submittals have been opened, a limited number of Respondents submitting proposals in response to the RFQ may be required, at the request of the College, to make an oral presentation and/or provide written clarifications. Such presentations and/or clarifications will provide an opportunity for the Respondent to clarify the qualification. Respondents will not be allowed to change their qualifications. NFC will initiate and schedule a time and location for any presentations which may be required.

34. Errors and Omissions

The Respondent is expected to comply with the true intent of this RFQ, taken as a whole, and shall not avail itself of any errors or omissions to the detriment of the service. If the Respondent suspects any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the point of contact for the College, in writing, and if the College agrees, the College shall issue and post a written addendum on the College's webpage at <https://www.nfc.edu/about-nfc/procurement-contracts/>. The Respondent is responsible for the contents of its qualifications and for satisfying the requirements set forth in the RFQ.

35. Respondent's Responsibility

It is understood, and the Respondent hereby agrees, that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFQ.

36. Submissions & Qualification Rejection

The College shall have the right to reject any or all submissions or qualifications and in particular to reject a submission or qualification not accompanied by data required by the RFQ, or a submission or qualification in any way incomplete or irregular. Conditional submissions and qualifications will not be accepted.

37. Performance Inquiry

As part of the response evaluation, the College may make inquiries to determine the ability of the Respondent to perform the work. The College reserves the right to reject any qualification if the Respondent fails to satisfy the College with proper qualifications to carry out the obligations of a resulting agreement. The College reserves the right to reject any submission if the Respondent fails to satisfy the College that it has the proper qualifications to carry out the obligations for performance of projects satisfactorily. In so determining, the College may verify that any or all projects submitted in response to the criteria for references and projects in progress or completed are/were performed by the respondent in a satisfactory manner. In order to be considered responsive, any projects contracted with the College must have been performed by the respondent in a satisfactory manner.

38. Severability

If any provisions of the agreement resulting from this RFQ are 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. In the event any provision of any resulting agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

39. Prohibition Against Assignment

Neither the College nor the Respondent shall assign, sublet, convey, or transfer its interest in the resulting contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the College which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the Respondent.

40. Availability of Funds

The obligations of North Florida College under this award are subject to the availability of the funds lawfully appropriated for its purpose by the state of Florida and the District Board of Trustees, North Florida College, Florida.

41. Termination of Contract

The College may, by written notice to the Respondent, terminate the agreement for default in whole or in part if the Respondent fails to:

1. Provide products or services that comply with the specifications herein or final negotiated specifications or fails to meet the College's performance standards
2. Deliver the supplies or to perform the services within the time specified in the agreement or any extension of same
3. Make progress so as to endanger performance of the agreement or
4. Perform any of the other provisions of the agreement.

Prior to termination for default, the College will provide written notice to the Respondent affording the Respondent the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to cure the deficiency shall result in termination action. The Respondent and its sureties (if any) shall be liable for any damage to the College resulting from the Respondent's default of the agreement. This liability includes any increased costs incurred by the College in completing contract performance.

In the event of termination by the College for any cause, the Respondent 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 Respondent shall:

1. Stop orders/work on the date and to the extent specified.
2. Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work and other materials related to the terminated work as directed by the College and,
4. Continue and complete all parts of that work that have not been terminated.

If the Respondent's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Respondent, the contract shall not be terminated for default. Examples of such causes include acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather.

The contract may be terminated by the College for convenience upon ninety (90) days written notice to the other party.

42. Litigation

By submitting a response to this RFQ, a Responder warrants that there is no action, suit, proceeding, inquiry or investigation, at law or equity, before a court of competent jurisdiction, government agency, public board or body, pending or, to the best of the Respondent's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution of delivery of the Respondent's obligations, or diminish the Respondent's obligations, or diminish the Respondent's financial ability to perform.

43. Collusion

By submitting a response, the Respondent attests that its response is made without prior understanding, agreement, or connection with any corporation, Respondent, or person submitting a response for the same RFQ, and is in all respects fair and without collusion or fraud.

44. Venue

Any contract resulting from this RFQ, 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. The College and Respondent hereby agree that the venue shall be in Madison County, Florida.

45. Authorized Representative of Respondent

The original response shall contain the manual signature of an authorized representative of the Respondent. The representative shall be a principal or officer of the Respondent applying for consideration and shall be authorized to make the acknowledgements and certifications for and on behalf of the Respondent.

46. Procurement Standards

This Request for Qualifications (RFQ) is issued in accordance with the provisions of the Consultants' Competitive Negotiation Act, Section 287.055 Florida Statutes, the State Requirements for Educational Facilities (SREF), State Board of Education Florida Administrative Rule 6A-14.0734, and 2 CFR 200, as applicable.

SELECTION PROCESS

Refer to the RFQ SCHEDULE for dates, times, and locations for the events listed below.

Written responses received by the deadline for submission, April 23, 2024, at 2:00 PM EDT, in Bldg. 3, Rm. 18, will be opened and the names of the Respondents called aloud at a public meeting on April 23, 2024, at 3:00 PM EDT, in Bldg. 9, Rm. 20. This is not an evaluation meeting. A list of Respondents will be prepared. Attendance by Respondents is not a mandatory requirement for consideration.

RFQ responses will be evaluated using a two-step, point-driven process. Phase one, written submission evaluations, and phase two, interview evaluations, are evaluated separately and, at no point, are combined to represent an overall score.

Members of an Evaluation Committee, organized for the sole purpose of RFQ evaluation, will independently review the first seventy-five (75) pages of the written submissions received by the deadline. The Committee will then meet collectively in a meeting open to the public on April 30, 2024, at 9:30 AM EDT in Bldg. 9, Rm. 20, to discuss and evaluate the responses received. Individual Committee members will assign points based on the written evaluation criteria. Points assigned by each Committee member will be averaged to determine the points assigned by the Committee to each criteria area. Averaged points for each criteria area will be totaled to determine the total points assigned to the Respondent. The submissions will be ranked from the highest to the lowest based on the highest number of points awarded. The top three (3) Respondents receiving the most points will qualify for interviews and will be contacted in rank order for scheduling an interview time. Attendance by Respondents at the public meeting is not a mandatory requirement for consideration.

All Interviews will be conducted in public meetings in Bldg. 9, Rm. 20, on **May 6, 2024**, at the times slotted for each interview, then culminating in the Committee evaluation and ranking session. The Evaluation Committee will conduct interviews with the Respondents selected for interviews and rank each Respondent in accordance with the interview evaluation criteria from highest to lowest based on points assigned. Points awarded for the written submission evaluations will not be added to the points assigned for the interview evaluations. Points assigned by each Committee member will be averaged to determine the points assigned by the Committee to each interview criteria area. Averaged points for each criteria area will be totaled to determine the total points assigned to the Respondent. Rankings for Respondents not deemed to be selected for interviews will remain unchanged. The top three ranked Respondents from the interview evaluations will be the ranked short-list recommended to the DBOT for approval, after which contract negotiations will commence with the highest ranked Respondent. **Attendance by the Respondent at the time slotted for its interview is a mandatory requirement for consideration.**

In the event of tie scores for any position of ranking, pursuant to 287.087, Florida Statutes, preference will be given to the Respondent that certified that it has implemented a Drug-Free Workplace Program. If all or none of the tied Respondents have a Drug-Free Workplace Program, the tie(s) shall be broken by coin toss elimination. The Respondent winning the coin toss shall be placed in the ranking above the loser of the toss. The coin toss shall be conducted by the facilitator of the RFQ and witnessed by the Evaluation Committee.

Should less than three (3) responses be received by the College, the College reserves the right to determine if one or both of the submissions shall be ranked as sufficiently qualified to be short-listed, or the College may opt to reject one or both of the responses and may opt to issue another RFQ. NFC reserves the right to accept or reject any or all submissions, to waive any informalities in regards thereto, and to accept only those submissions determined to be in the best interest of the College.

The Evaluation Committee's ranked short-list will be presented to the DBOT for approval. Upon Board approval of the final rankings, the Board shall authorize the President or President's designee(s) to engage the highest ranked finalist in

negotiations for the purposes of establishing the final scope of work and associated fees for services to be provided. Negotiated compensation shall be fair, competitive, and reasonable for the services to be provided.

In the event the President or designee(s) is unable to negotiate a satisfactory contract with the highest ranked finalist at a price that the College determines to be fair, competitive, and reasonable, the negotiation shall formally be terminated, and negotiations will be undertaken with the next highest ranked finalist. Failing to reach a contract with the next highest ranked finalist, negotiations will be formally terminated negotiations with such finalist and then undertake negotiations with the next highest ranked finalist. At the sole discretion of the College, if an agreement cannot be reached, negotiations may be reopened as the College deems appropriate.

The College reserves the right to waive any informalities in the selection process, to reject any or all Statements of Qualification, and to cancel the RFQ at any time during the solicitation and selection process.

Following phase one and phase two of the screening selection process, it is the sole responsibility of all Respondents to visit the website <https://www.nfc.edu/about-nfc/procurement-contracts/> to view the intended award public posting on the date specified in the **RFQ SCHEDULE**.

WRITTEN SUBMISSION EVALUATION CRITERIA

The Evaluation Committee will evaluate each Respondent’s abilities in accordance with the written submission evaluation criteria and rank each Respondent based upon the written submission. Failure to provide required and/or requested information or forms and non-adherence to format requirements will result in reduction of points awarded per evaluation criteria or may result in rejection of the entire submission.

Respondents must:

- Meet all requirements of the Request for Qualifications (RFQ) Specifications Document inclusive of addenda, if any, and provide evidence of meeting specifications for each criteria category.
- Be authorized to do business in the state of Florida and must possess professional service registrations and licenses in accordance with applicable statutes, regulations, and rules and must provide evidence of same.
- Be knowledgeable of the State Requirements for Educational Facilities (SREF) and current building codes and provide evidence of same.

The following criteria will be used by the Evaluation Committee to evaluate and assign points or scores to each Respondent’s written submission of qualifications. The maximum attainable point value for the written response is 75 points.

Criteria Category	Maximum Attainable Points
• Required Forms and/or Information	2
• Respondent Information/Proposed Project Team	20
• Proposed Design Team Experience	25
• References, Reputation of Respondent, Litigation Information	9
• Proximity of Respondent to College	2
• Methodology for Quality Control, Budget, and Time Requirements	12
• Completeness, Responsiveness, and Effectiveness of Submission	3
• Additional Supporting Documentation	<u>2</u>
Total	75

Required Forms and Information (Up to 2 Points)

Failure to submit forms and/or information may result in disqualification of Respondent.

- Public Entity Crime Form (Required Form)
- Drug-Free Workplace Certification (Required Form)
- Acknowledgement of Addenda (Required Form)
- Indemnification Clause (Required Form)
- Conflict of Interest Disclosure Form (Required Form)
- IRS Form W9 (Required Form)
- Valid copy of License to do business in the state of Florida.
- Certificates of Insurance at Required Thresholds
- Proof Respondent is a Certified Minority Business Enterprise as defined by the Florida Small & Minority Business Assistance Act

Respondent Information-Use forms ARFQ-1, ARFQ-2, & ARFQ-4 (Up to 20 Points)

- **General Information About Respondent:** Provide fully executed **ARFQ-4**
- **Indicate *Services to Be Provided*:** Using the provided **form ARFQ-1**, provide a list of all disciplines to be part of Basic Services, along with the Respondent providing each service and the Respondent's professional license number from the appropriate Florida Licensing Board. Use names and license numbers of the Respondents as a whole, rather than of individuals in the Firm. Enter the number of previous projects on which the architectural design Respondent/consultant has worked with each sub-consultant. If the Respondent feels that its team will require the services of other specialty consultants or in-house specialty expertise, it should so indicate by adding additional lines.
- **Include an organizational chart** indicating where each team member's position falls within each Firm's organization showing the lines of authority, duties & responsibilities, continuity through design, construction, and post-occupancy.
- **Personnel:** Using the provided **form ARFQ-2**, provide the specific individuals that will comprise the team assigned to North Florida College's projects. Also indicate the current and upcoming projects that each team member is involved with and the status or percentage (%) complete. Add, delete, or edit role/titles as needed and note non-applicable categories as needed. For all individuals listed, note whether they are licensed, or the disciplines of training. Enclose resumes for all key staff and discipline heads tailored to demonstrate their experience as it relates to this project.
- Any applicable licenses, affiliations, education, and design awards
- ***The team proposed in this submittal must be available to provide the services for the project, throughout the project. If the Respondent discovers prior to the interview that any part of the listed team (either individual key staff or consultants) will not be available, it shall notify the Point of Contact for this RFQ immediately. The Evaluation Committee will determine whether the change in the team would have affected the Respondent's shortlist score. If the change would lower the score, the Respondent may be removed from the shortlist. Once awarded a contract, the Respondent will not be permitted to alter its team without NFC's written approval.***

Documented Experience-Use form ARFQ-3 (Up to 25 Points)

- Respondents should note that the College is more interested in the staff proposed for this project than the corporate resumes of their respective Firms.

- a) Submit up to ten (10) most relevant projects, within the past seven (7) years, for which the Respondent – or its composing Firms – provided (or is providing) programming, design, construction documents, plans and specifications, and construction administration services. **DO NOT include any NFC projects.**
- In determining which projects are “most relevant” to the College’s projects, consider location and sensitivity to adjacent buildings and visibility, the delivery method, and the demands of construction on a bustling campus. Also consider the Owner and location, relative size and cost, building/space types, complexity, staffing (how many members of the proposed team worked on the listed project?), currency (how recently was the listed project completed?), and performance metrics (schedule, budget, quality).
- Use the provided **Form ARFQ-3 (one two-page form for each of the ten projects)** and provide all requested information as follows:
 - Indicate which Firm(s) or staff the project is meant to illustrate the experience of, and state the Firm’s or person’s role in that project as follows:
 - **"Principal"** or **"Prime"** if the project was accomplished by the Respondent or design consultant Firm.
 - **"Consultant"** or **"Sub-Contractor"** if the project was accomplished as a consultant to another Firm.
 - **"I.E."** (Individual Experience) if the project represents the experience of an individual on the Project Team while working for another Firm.
 - Note the title and location of the project; indicate the services provided; and complete the other general project information (status, size, value, delivery method, etc.).
 - Provide the names of all key staff – whether construction, design, or both – and check YES or NO to indicate whether each person is also on the proposed team for this submittal project.
 - Provide brief narratives on the facility and its relevance to the submittal project.
 - Provide contact information for the Owner, builder, and primary design partners (consultants).
 - Verify that the contact information is still valid (names, email, and numbers). Add, where applicable, contact information for the current Owner’s representative, if different from the Owner’s representative at the time the Respondent’s services were provided. This will be used for the Reference Check. Incorrect information may impact the Respondent’s score.
- List the projects in priority order, with the most relevant project listed first and the least relevant project listed last. The ten (10) projects may include those accomplished by one or more of the proposed consultants but **INCLUDE NO MORE THAN 10 TOTAL PROJECTS.**
- Strong consideration will be given to the Respondent’s experience with SREF projects using the hard-bid delivery method.

References/Reputation of the Respondent/Litigation (Up to 9 Points)

- Provide non-residential References. **DO NOT** include as references, NFC former or current employees, or NFC District Board of Trustees former or current members.
- Provide Letters of Recommendation. **DO NOT** include Letters of Recommendation from NFC former or current employees, or NFC District Board of Trustees former or current members.
- The Respondent must have satisfactory claim resolution. Provide a list, titled at the top of the page, “Evidence of Claim Resolution,” of all pending litigation and all resolved litigation for the past seven (7) years which includes an explanation of each and the current status for all Firms listed on the ARFQ-1. If there is nothing to report, state “none” on the page.

Proximity of Respondent to College (Up to 2 Points)

Proximity of the Respondent relative to the NFC campus. Indicate proximity of the Respondent’s office which will support the projects to NFC and other evidence of availability, if any. Indicate if this is a branch office. Provide the address and provide evidence if the address is within the College’s service district of Hamilton, Jefferson, Madison, Lafayette, Suwannee, and Taylor counties.

Quality Control, Cost Control and Value Engineering Assurances (Up to 12 points)

Provide a narrative demonstrating the Respondent’s approach and ability to provide quality control and assurance in the production, evaluation, and checking of construction documents and specifications to include reduction of change orders. Indicate individual Principal or licensed Architect assigned to projects for direct supervision of production, quality control, signing, and sealing the final documents.

Discuss the Respondent’s knowledge and experience in cost controls, and willingness to meet budget and time requirements. Describe the Firm’s methodology and ability to fast track projects while maintaining high standards of quality service. As part of its services, Respondents shall demonstrate their knowledge and experience in the evaluation of building systems, construction techniques including hard-bid, and the recommendation of materials to create an optimum value in the design and meeting budget requirements with an emphasis on life cycle, sustainability, and maintenance.

Completeness, Responsiveness, and Effectiveness of the Submission (Up to 3 Points)

The ability of the Respondent’s written response to satisfactorily convey a clear, straight forward, and concise depth of understanding and appreciation of the scope of work of the projects, documentation of qualifications, experience, and required compliance information, adherence to submission instructions and completeness of the written submission.

Additional Supporting Documentation (Up to 2 Points)

Additional Supporting Documentation: Include in this section any additional documentation that the Respondent would like for the Evaluation Committee to consider during the evaluation of this RFQ. LIMITED TO 10 PAGES.

INTERVIEW EVALUATION CRITERIA

After Respondents have been evaluated on their written submissions, three (3) Respondents with the highest scores will be more closely considered through an interview which will include introductions to the Evaluation Committee of the proposed architectural team and a presentation of the team’s approach to performing the representative projects and services listed in this RFQ. Respondents are expected to discuss and present how they would provide the required services. The interview session will also include questions from the Evaluation Committee.

It is not the intent of this presentation to be a proposed design presentation for the project.

Invited Respondents will be allowed 20 minutes to make introductions of the proposed project team and explain how the team will use their expertise and experience to approach and ensure a successful project for North Florida College. A presentation not conforming to time limitations set herein will be halted at the expiration of the allotted time.

Following the presentation, approximately 10 minutes are allowed for questions from the Evaluation Committee, however, the Committee reserves the right to extend the period allowed for questions as needed at the sole discretion of the Committee.

The Evaluation Committee will use the following criteria to evaluate and assign points or scores to each Respondent’s interview. The maximum attainable point value for the interview is 50 points. The maximum attainable point value for each area to be assessed is indicated below and in parenthesis.

Criteria Category	Maximum Possible Points
<ul style="list-style-type: none">• Proposed Architectural Project Team for Project	20
<ul style="list-style-type: none">• Design Approach and Methodology	10

• Knowledge of SREF	10
• Completeness, Responsiveness, and Effectiveness of Presentation	<u>10</u>
Total	50

Proposed Architectural Project Team, Staff and Functions (Up to 20 points)

The Respondent shall propose the Architectural Project Team including appropriate consulting engineers as applicable which will be assigned to the College. The Respondent shall introduce the team to the Evaluation Committee, describe their ability and experience, and indicate the function of each within their organization and their proposed role on projects. The Architect’s assigned key staff shall be present at the time of the interview. Consultant engineering team members may be present at these interviews.

Design Approach and Methodology (Up to 10 points)

As a part of its services, the Respondent shall indicate knowledge, experience in master planning for existing sites, educational specifications, design, evaluation of building systems, a discussion of hard-bid delivery experience, along with recommendations for creation of optimum value in meeting design and budget requirements to include reduction of change orders and an emphasis on lifecycle, sustainability, and maintenance. Demonstrate the capacity to provide services on a timely basis by comparing the total man-hour potential of the firm with the currently committed future man-hours to be allocated to other projects and clients. Describe techniques that will be used to accomplish, during a heavy workload, the capacity and ability to successfully meet project milestones and ensure successful and on time completion of the College’s proposed projects.

Knowledge of SREF (Up to 10 points)

Each Respondent shall demonstrate their knowledge of State Requirements for Educational Facilities (SREF) and the Florida Building Code (FBC) as it relates to the architectural/engineering design, space planning, documentation, construction documents, and management of the construction process after hard-bid award of a construction contract.

Completeness, Responsiveness, and Effectiveness of Presentation (Up to 10 Points)

The Committee will evaluate the effectiveness of the Respondent’s presentation in addressing each evaluation criteria and the Respondent’s ability to convey a clear, straight forward, and concise depth of understanding and appreciation of the scope of work of the projects within the allotted time for doing so. The Committee will also assess the Respondent’s responsiveness to questions posed by the Committee.

INSTRUCTIONS FOR RESPONSE SUBMITTAL

This section details the requirements for responding to the RFQ, and the required number, composition, and organization of the written submission response materials.

Response Receipt Deadline: April 23, 2024, 2:00 PM EDT

**Submit to: North Florida College
Attn: Tyler Coody
Building 3, Room 18
325 NW Turner Davis Drive
Madison, Florida 32340**

Responses must be submitted in a sealed package clearly marked on the outside with **RFQ-NFC-01-2024** and the name and address of the Respondent.

Submit the following:

- **One (1) original labeled ORIGINAL on the cover containing ORIGINAL SIGNATURES**
- **Five (5) duplicate copies of the original hard copy (not labeled original)**

See **FORMAT** below which prescribes the format in which the written proposals are to be submitted.

Responses may be hand delivered or sent via U.S. postal service or other delivery service. The College is not responsible for any shipping or delivery fees.

Failure of a delivery service or the U.S. mail to deliver the response by the deadline and to the correct location shall not constitute an extension of the due date and time. The College shall in no way be responsible for delays caused by any occurrence. Faxed, emailed, or conditional responses will not be considered. Submissions received at the receipt location after the deadline date and time will not be considered. **It is the sole responsibility of the Respondent to ensure that its submission is delivered to the correct location by the deadline date and time.** Submissions delivered to other NFC locations are not considered “received” until they are received at the location listed above by the deadline.

The time/date stamp clock located in Employee Services in Building 3 at 325 NW Turner Davis Drive, Madison, Florida 32340 shall serve as the official authority to determine receipt of any proposal. The RFQ submittal time/date must be, and shall be, scrupulously observed. Proposals received after the specified time and date shall be considered nonresponsive and therefore not eligible for consideration. Submissions that do not comply with the instructions set forth, and/or do not include the qualifying information required, may be considered incomplete and may be rejected. All response packages received by NFC by the deadline for submission, unless withdrawn pursuant to the instructions provided in this document, will be retained by the College and upon opening become the property of NFC. Proposals received after the stipulated date and time will not be considered and will be retained by the College unopened.

FORMAT

This section prescribes the format in which the written proposals are to be submitted.

Failure to follow instructions and/or properly identify the response components will negatively impact the Respondent’s points score. The submission must have tabbed dividers labeled with each section number. Refer to the Written Submission Evaluation Criteria section for the information to be provided in each of the following numbered sections. The submission total is limited to 75 pages. Pages exceeding the limit will not be considered.

Section 1

Letter of introduction and interest signed by an officer or partner of the Respondent. The letter should include briefly stated specific reason(s) why Respondent would be the best choice for the specified projects.

Section 2

Table of Contents

Section 3

- Public Entity Crime Form (Required Form)
- Drug-Free Workplace Certification (Required Form)
- Acknowledgement of Addenda (Required Form)
- Indemnification Clause (Required Form)
- Conflict of Interest Disclosure Form (Required Form)
- IRS Form W9 (Required Form)
- Valid copy of License to do business in the state of Florida
- Certificates of Insurance at Required Thresholds

Proof Respondent is a Certified Minority Business Enterprise as defined by the Florida Small & Minority Business Assistance Act

Section 4

Respondent Information Form AFRQ-4, Form ARFQ-1, Form ARFQ-2, and related documents and materials.

Section 5

Documented Experience, ARFQ-3 Forms and related documents and materials

Section 6

Non-residential references and letters of recommendation.
Information concerning claims and litigation.

Section 7

Information regarding proximity of the Respondent in relation to the College.

Section 8

Narrative related to quality control, cost control, life cycle, sustainability, and maintenance and willingness to meet budget and time requirements and related issues.

Section 9

Additional Supporting Documentation: Include in this section any additional documentation that the Respondent would like for the Evaluation Committee to consider during the evaluation of this RFQ. LIMITED TO 10 PAGES.

FORMS

Submittal forms begin on the next page. Failure to use the forms will adversely impact evaluation scores and may result in disqualification. **NOTE:** For the items not listed as a 'Required Form' in Section 3, and any other sections, submit the documents or information requested and ensure it can be clearly identified as to which criteria it correlates.

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SWORN STATEMENT UNDER SECTION 287.133(3)(A) ON PUBLIC ENTITY CRIME

MUST BE NOTARIZED

PUBLIC ENTITY CRIME FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a) - FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with **RFQ-NFC-01-2024** to North Florida College.
2. This sworn statement is submitted by _____ whose business address is _____
[Name of entity submitting] and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. My name is _____ and my relationship to the above is _____
[[Printed name of individual signing]
4. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(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, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - 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.
7. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

DRUG FREE WORKPLACE FORM

PROJECT (RFQ, RFP, ITN, BID) NUMBER: RFQ-NFC-01-2024

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Firm)

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

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

Respondent's Authorized Signature

Respondent's Printed Name

Date

North Florida College (revised 1/13/22)

ACKNOWLEDGEMENT OF ADDENDA

NAME OF FIRM: _____

Addenda, if any, are posted on the College’s web page dedicated to this RFQ. Each addendum issued on the College’s web page must be read and acknowledged by the Respondent by filling in the information below and signing this form. If there are no Addendum Numbers listed on the College’s web page, enter the word ‘ZERO’ for the Total Number of Addenda.

The undersigned hereby acknowledges following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Total Number of Addenda: _____

Signature

Printed Name

Title

Date

INDEMNIFICATION CLAUSE FORM

MUST BE NOTARIZED

To the fullest extent permitted by law, the Respondent shall defend, indemnify, and hold harmless the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Respondent or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

Signature _____

Printed Name _____

Title _____

Company Name _____

Address _____

Date _____

NOTARY:

STATE OF _____)

COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

Notary Signature: _____

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT (RFQ, RFP, ITN, BID) NUMBER: R F Q - N F C - 0 1 - 2 0 2 4

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of North Florida College. Furthermore, all respondents must disclose the name of any NFC employee who owns, directs, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the College the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any College duty or responsibility in administration, management, instruction, research, or other professional activities. The bias such conflicts could conceivably impart may inappropriately affect the goals of research, instructional, or administrative programs. The education of students, the methods of analysis and interpretation of research data, the hiring of staff, procurement of materials, and other administrative tasks at the College must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of instructional, research, or administrative goals, processes, or outcomes. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

Please check one of the following statements and attach necessary documents if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Legal Name of Respondent _____

Authorized Signature _____

Name (print or type) _____

Title _____

North Florida College (revised 1/11/22)

FORM ARFQ-4
GENERAL INFORMATION ABOUT FIRM

MUST BE NOTARIZED

Company Background

Company Name: _____

Street Address: _____

City, State, ZIP Code: _____

Web Address: _____

Two Points of Contact within the Company:

Name: _____

Title: _____

Phone: _____

E-Mail _____

Name: _____

Title: _____

Phone: _____

E-Mail _____

Entity Making Submittal:

Parent Company ___ Subsidiary ___ Division ___ Branch Office ___ Other ___

If Other, Explain _____

Type of Company as listed on the W-9:

Year Company Established: _____ Experience in Years: _____

Parent Company (Indicate N/A if not applicable):

Name: _____

Street Address: _____

City, State, ZIP Code _____

Phone/Fax: _____

Former Names. Listed below are all the names under which the company has done business. (Indicate N/A if not applicable.)

Suspensions or Debarments: Has any principal of the company or any affiliate ever been debarred or suspended by any federal, state, or local agency? _____ Yes _____ No If yes, provide an explanation below.

List any major changes in ownership, principals, or officers of the firm in the last seven (7) years:

Acknowledgment:

The undersigned acknowledges that:

If any information provided by the Respondent is found to be, in the opinion of the Evaluation Committee, substantially unreliable, this RFQ response may be considered non-responsive. The Evaluation Committee reserves the right to reject any or all responses and may stop the selection process at any time. It is understood that this document must be delivered to North Florida College, Bldg. 3, Rm. 18, 325 NW Turner Davis Drive, Madison, FL 32340 by 2:00 PM EDT on April 23, 2024.

Signature and Certification

Under the penalty of perjury, the undersigned declares, certifies, verifies, attests, and states to the best of his or her knowledge and belief, that the above attached information is true, correct, and complete and that he/she is a principal or officer of the Firm applying for consideration and is authorized to make the above acknowledgements and certifications on behalf of the Respondent.

Signature of Authorized Officer, Date

Name of Company Submitting

Printed Name of Authorized Officer

Federal ID Number of Company

Printed Title of Authorized Officer

STATE OF _____ COUNTY (CITY) OF _____
On this _____ day of _____, 20____, before me, in the foregoing affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purpose therein contained. In witness thereof, I hereunto set my hand and official seal.

Notary Public
My commission expires _____

**FAILURE TO EXECUTE AND RETURN THIS FORM
ARE GROUNDS FOR DISQUALIFICATION**

FORM ARFQ-1

NAME OF RESPONDENT _____

SERVICES TO BE PROVIDED	FIRM NAME	Size of Firm	Date of Incorporation	# of Projects with Arch. Design Respondent
Architecture				N/A
Mechanical Engineering				
Electrical Engineering				
Plumbing & Fire Protection				
Civil Engineering				
Structural Engineering				
Landscape Architecture				
Cost Estimating				
Security & Access Control				
Laboratory Design				
Lighting Design				
Acoustical; Design				
Other (specify discipline)				

FORM ARFQ-2

NAME OF RESPONDENT _____

PERSONNEL by Role and Discipline:	Individual's Name	Licensed? (Yes or No)	Disc. of Training	Years with the Firm	Current Projects w/ (% Complete)
Principal-In-Charge					
Design Lead/Principal					
Project Manager					
Project Architect					
(other)					
Architecture					
Mechanical Engineering					
Electrical Engineering					
Plumbing & Fire Protection					
Civil Engineering					
Structural Engineering					
Landscape Architecture					
Cost Estimating					
Audio-Visual Design					
Security & Access Control					
Laboratory Design					
Lighting Design					
Acoustical Design					
Other (specify discipline)					

FORM ARFQ-3

Complete one 2-page form for each of the ten (10) "most relevant" projects within the last seven (7) years demonstrating expertise with the type of project for which services are being sought by North Florida College.

NAME OF RESPONDENT _____

Experience of (firm and/or person): _____

Project Information

Project # and Title: _____ Project Location: _____

Role(s) in project (*principal/prime, consultant/sub-consultant, or individual experience*) and services provided:

Current Status: _____ Construction Cost: _____

Green-Certified (list which)? _____ Delivery Method (HARD-BID, CM, DB, etc.): _____

Design Duration (months): _____ Construction Start (NTP) Date: _____ Substantial Completion Date: _____

Was this project designed in accordance with SREF YES NO

Staffing Information (for this project)

Principal: _____ On proposed submittal design team? YES NO

Design Lead: _____ On proposed submittal design team? YES NO

Project Manager: _____ On proposed submittal design team? YES NO

Designer: _____ On proposed submittal design team? YES NO

Designer: _____ On proposed submittal design team? YES NO

(Other): _____ On proposed submittal design team? YES NO

(Other): _____ On proposed submittal design team? YES NO

Narrative description of facility, including space type(s), major building components, and construction type

Explanation of relevance/similarity to the College's projects

FORM ARFQ-3 (Experience & References) continued

Owner Contact Information

Owner/Client: _____ Contact Person or PM: _____
Address: _____
Phone and Fax: _____ E-mail Address: _____

Builder Contact Information

Contractor: _____ Contact Person or PM: _____
Address: _____
Phone and Fax: _____ E-mail Address: _____

Design Partner Information (engineer if this project illustrates experience of architect)

Firm: _____ Contact Person or PM: _____
Design Discipline: _____
Address: _____
Phone and Fax: _____ E-mail Address: _____

Design Partner Information (engineer if this project illustrates experience of architect)

Firm: _____ Contact Person or PM: _____
Design Discipline: _____
Address: _____
Phone and Fax: _____ E-mail Address: _____

Design Partner Information (architect if this project illustrates experience of engineer)

Firm: _____ Contact Person or PM: _____
Design Discipline: _____
Address: _____
Phone and Fax: _____ E-mail Address: _____

**W9
Request for Taxpayer
Identification Number and Certification**

Available for download from the College's web page at

<https://www.nfc.edu/about-nfc/procurement-contracts/>.

<END OF RFQ-NFC-01-2024 SPECIFICATIONS DOCUMENT>