



<p align="center"><b>Request for Qualifications</b></p>  <p align="center">and</p> 	<p><b>SUBMIT PROPOSALS TO:</b></p> <p align="center"><b>South Florida State College</b>  Deborah Olson, Coordinator, Purchasing  RFQ 21-03  600 West College Drive  Purchasing/Business Office, Bldg. C-1  Avon Park, Florida 33825</p>
<p><b>RFQ No.: 21-03</b></p> <p>RFQ Title:</p> <p><b>Professional Architectural Services for Various Projects of SFSC and SFSC Foundation</b></p>	<p>Contact: Deborah Olson, Coordinator, Purchasing</p> <p>Phone: (863) 784-7275      Fax: (863) 453-6656</p> <p>E-mail: <a href="mailto:deborah.olson@southflorida.edu">deborah.olson@southflorida.edu</a></p> <p>Website Homepage:  <a href="https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing">https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing</a></p> <p>The College Calendar:  <a href="https://www.southflorida.edu/college/calendar/academic-calendar-2021-2022">https://www.southflorida.edu/college/calendar/academic-calendar-2021-2022</a></p> <p>Maps/directions:  <a href="https://www.southflorida.edu/college/campuses/maps-diresctions">https://www.southflorida.edu/college/campuses/maps-diresctions</a></p>
<p>Issue Date: December 17, 2021</p>	
<p><b>This document will serve to provide interested parties with specific information as to the procedures for selecting Architects to provide architectural services including associated engineering consultation and design services. All work will be provided for South Florida State College and South Florida State College Foundation pursuant to Florida Statutes 287.055, Consultant's Competitive Negotiation Act.</b></p>	
<p>Proposal Due Date and Time:  <b>January 14, 2022 before 2:00 p.m.(EST)</b></p>	<p>RFQ Opening and Recording:  <b>January 14, 2022 at 2:01 p.m. (EST)</b></p>

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## Introduction

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The intent of this Request for Qualifications (RFQ) is to select one or more Professional Architectural Services companies to: A) work with the South Florida State College (“College”) project team and the selected Construction Manager(s) on various minor construction, remodel, renovation, and maintenance projects valued up to \$4,000,000 and B) work with South Florida State College Foundation, Inc. (“Foundation”) on its projects. The College and Foundation may select the same or separate Professional Architectural Services companies and will enter into separate contracts with the providers. It is anticipated that the contract period will be a three (3) year contract for Professional Architectural Services with the option for up to three (3) additional one (1) year extensions, upon mutual agreement.

### **College Projects**

The selected firm(s) may provide architectural services in conjunction with the College’s master plans and existing facilities, including educational specification development, schematic/design development, furniture placement planning, demolition specifications, construction, remodeling, renovation documents and specifications.

### **Examples of minor projects for the College:**

*Site work (i.e. irrigation systems and landscaping); utility system improvements; HVAC renovations and replacement, chilled and hot water system; electrical systems improvement; storm water and sanitary sewer system improvements; domestic water supply improvements; building and site security systems; roof replacement; parking lot improvements; safety-to-life up-grades (fire, health, sanitation); ADA up-grades; renovations, relocations and setup-ups of portable structures; other miscellaneous remodeling/renovations and new construction of buildings, College-wide.*

Construction Administration Services shall also be provided to assist the project team in the successful, timely, and economical completion of these minor projects. These minor projects will be constructed under a construction management at risk agreement.

## **Foundation Projects**

The Foundation is undertaking a project for a private entity to construct dormitory housing on real property that the Foundation is leasing to the private entity (the “Dorm Project”). The Foundation is seeking a professional service firm (“Firm”) capable of providing professional review and evaluation of the design and construction of the Dorm Project. The Foundation may have additional projects in the future including work on the Hotel Jacaranda in Avon Park, Florida.

The proposals for the College and Foundation will be evaluated per the same criteria and process.

The College and Foundation will enter into separate contracts with the professional services providers.

The College and Foundation reserve the right to negotiate the expansion of the scope of work to include other related projects including rebuilding or repairing hurricane or other natural disaster damaged facilities and infrastructure. The College and Foundation also reserve the right to add services, reduce the scope of work, or conduct work in phases during the contract period under the same conditions and terms of this agreement. Additional buildings and facilities may be included in the future under the same contract. The College and Foundation reserve the right to negotiate and assign additional Professional Architectural Services with any architect selected under this RFQ.

Sealed proposals subject to the terms, conditions, and specifications contained herein are hereby made part of this request. The entire response, including responses on forms specified by the College must be fully executed and organized according to the specific tab and sequence order dictated in this document. Please submit One (1) original (signed in blue ink) and one (1) hard copy, and one (1) electronic version (via flash drive or CD) of your Proposal. The electronic copy should consist of a single Portable Document Format (PDF) file and indexed in the same tab sequence as the original version. All proposal materials and copies must be submitted in one sealed envelope, package, or container. The package containing the proposal submission must be addressed as follows:

South Florida State College  
Deborah Olson, Coordinator, Purchasing  
Proposal for Professional Architectural Services RFQ 21-03  
600 West College Drive  
Purchasing/Business Office, Bldg. C-1  
Avon Park, Florida 33825

The offer must be received and physically located in the Purchasing/Business Office no later than **January 14, 2022 at 2:00 p.m. (EST)**. Any proposals that arrive in the Purchasing/Business Office after this time will be disqualified. All proposals that were received before the deadline will be opened and recorded at **2:01 p.m. (EST) on January 14, 2022** in the Building C-1 conference room but will not be immediately evaluated. An internal Proposal Evaluation Committee (Committee) will review the proposals at a later date. Rankings from their initial evaluation, based on point scores for the required categories in this document will be posted on <https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/bid-results>

In order to ensure uniformity, offers must be submitted on the RFQ tender forms attached or exact photo copies. Offers not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

All proposing firms shall carefully examine the RFQ documents. All questions concerning the intent, meaning, or interpretations of the RFQ documents shall be emailed to [purchasing@southflorida.edu](mailto:purchasing@southflorida.edu) using the following subject line: **RFQ 21-03 Questions** at least seven (7) calendar days prior to the due date. Questions must be received by SFSC no later than **January 7, 2022 by 10:00 a.m. (EST)**. Failure to do so on the part of the proposing firm will constitute an acceptance of any subsequent College decisions. SFSC will provide answers to the questions in the form of written Addendum that will be posted on the SFSC website at <https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>. **It is the responsibility of each proposer to regularly check the website for these Addenda.** SFSC will not be responsible for any oral instructions made by any employee(s) of SFSC in regard to this RFQ. **Submittal forms are attached.**

## General Conditions, Instructions, and Information for Proposers

### **1. Definitions:**

- **A/E:** Architect of record for **the** contract
- **CCNA:** Consultant's Competitive Negotiations Act. Florida Statute 287.055 which prescribes the process to be utilized when public entities procure services performed by an architect, professional engineer, landscape architect, or registered surveyor and mapper.
- **CM:** Construction Manager at Risk for this contract.
- **Contractor/Vendor:** A company or person which is awarded the RFQ/contract.
- **College:** South Florida State College.
- **DBoT:** The District Board of Trustees of South Florida State College, Florida
- **FBC:** Florida Building Code
- **Foundation:** South Florida State College Foundation, Inc.
- **Project Manager:** South Florida State College Representative.
- **Proposal Evaluation Committee:** Comprised of SFSC staff. Established to review and score the submittals in accordance with the criteria and make a recommendation for award. The Coordinator, Purchasing will serve as the nonvoting secretary.
- **Proposal:** An offer in response to an RFQ.

- **Proposer:** A company or person which submits a proposal.
- **RFQ:** Request for Qualifications. A formal request soliciting qualified firms. Includes specifications or Scope of Work and contractual terms and conditions.
- **SREF:** State requirements for educational facilities.

2. **Contact:** Any questions concerning this RFQ must be directed to the Coordinator, Purchasing as indicated above. All prospective Proposers are hereby prohibited from contacting (either directly or indirectly) any member of the DBoT or South Florida State College (the College) or South Florida State College Foundation, Inc. (the Foundation) staff members other than the noted contact person regarding this RFQ or their proposal prior to and up to the end of the 72-hour period following the posting of a recommendation of award. Any such contact shall be cause for disqualification.

3. **Conflict of Interest:** All Proposers must disclose with the proposal the name of any officer, director, agent, "relative," or "immediate family" who is also an employee, administrator, or member of the District Board of Trustees of College or the Foundation. All

Proposers must disclose the name of any College employee or member of the DBoT who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm.

"Relative" is defined as a spouse or the immediate family of that spouse or the immediate family of an employee or member of the Board of Trustees or the Foundation. The term "immediate family" is defined as a mother, sister, brother, or child whether related by blood or by law. As to children, it applies to natural children as well as adopted or foster children.

**4. 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 Three (currently \$65,000<sup>00</sup>) 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 proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

**5. No Proposal:** If not submitting a proposal, respond by returning only the Statement of No Proposal Submittal and give the reason in the space provided. Failure to submit either a proposal or a Statement of No Proposal Submittal shall be cause for removal of the non-proposing firm from the mailing list.

**6. Qualifications of Proposers:** All Proposers will be evaluated as to organization, ability to perform, financial condition, and experience. The College and Foundation reserve the right to reject any Proposer where such evaluation does

not satisfy the College or for any reason it deems appropriate at its discretion.

**7. Proposer Registration:** Proposers who obtain RFQ documents from other sources or directly from the website must officially register with the College's Coordinator, Purchasing in order to be placed on the mailing list for any forthcoming official communications. The College shall not be responsible for providing Addenda, amendments, or other official communications to a non-registered firm. Failure to register as a prospective proposing firm may cause your proposal to be rejected as non-responsive. Firms receiving notice of this RFQ and related documents directly from the College will be deemed registered.

**8. Proposal Preparation Costs:** Neither the College or its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

**9. Affirmation:** By submission of a proposal, Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFQ and the resulting contract.

**10. Accuracy of Proposal Information:** Any Proposer which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

**11. Addendum/Amendment:** Should any revisions, clarifications or supplemental instructions be required, the College will issue written addenda/amendments and post them on

the College's website at the previously noted Purchasing/Business Office URL. **All proposing firms should regularly check the website prior to the submission date for proposals to ascertain whether any Addenda/amendments have been issued. Failure on the part of the proposer to view and understand the information provided will not be considered a valid basis for an appeal of any decisions made by the College relative to this RFQ.**

**12. Prices, Terms and Payment:** Firm prices shall be proposed and include all conditions.

(a) **Taxes:** The College does not pay sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Florida Statute Chapter 192.

(b) **Mistakes:** Proposers are expected to examine the specifications, proposal prices, and all instructions pertaining to services. Failure to do so will be at the Proposer's risk.

(c) **Clarification/Correction of Proposal Entry:** The College and Foundation reserve the right to ask for and allow for the clarification of submitted responses and for the correction of obvious mistakes.

**13. Joint Ventures:** Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFQ.

**14. Proposal Submission:** The College and the Foundation will receive proposals at the address specified on the front page of the RFQ. The outside of the sealed envelope/container must be identified as follows:

- Proposer's name
- Return address
- RFQ number and title
- Due date and time

**15. Due Date/Time:** The proposing firm may submit the proposal in person or by mail/courier service. The College and Foundation caution proposing firms to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the College's Coordinator, Purchasing.

**16. Late Submittals:** The deadline time and date will be strictly observed. **Proposals received after the specified time and date will be disqualified and shall be returned unopened.** The College and Foundation will not be responsible for late deliveries or delayed mail. The time clock located at the Purchasing/Business Office shall serve as the official authority to determine lateness of any proposals. Receipt of the proposal in the Purchasing/Business Office after the time and date specified due to failure by proposing firm to provide the above information on the outside of the envelope/container shall result in the rejection of the proposal. All required information/ documents must be included in your timely proposal. Information/ documents received separately after the due date/time will not be accepted or considered.

**17. Delays:** The College or Foundation, in its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College or Foundation to do so. The College or Foundation will notify Proposers of all changes in scheduled due dates by written addendum.

**18. Proposal Withdrawal:** Proposers may withdraw their proposals by notifying the College in writing at any time *prior* to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their

identity (company business card and driver's license) and provide a signed receipt for the proposal. Once opened, proposals become the property of the College and will not be returned to the Proposers.

**19. Additional Information:** No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation to the Proposal Evaluation Committee, unless specifically requested by the College.

**20. RFQ's Opened and Recorded:** Proposals shall be received in the Purchasing/Business Office at the address indicated on the cover page, under the heading "SUBMIT PROPOSALS TO:", prior to the specified time and date. A list of Proposers will be posted on the College website at: <https://www.southflorida.edu/community/doin-g-business-with-sfsc/purchasing/active-bids>

Proposal tabulations ARE NOT provided by telephone.

**21. Public Records:** Upon recommendation of award or ten (10) calendar days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. It is the responsibility of the proposer to invoke any exemptions to disclosure provided by law in the response to the RFQ. To invoke such an exemption, the proposer must identify the data or other materials to be protected, state the reasons why such exclusion from public disclosure is necessary, and provide the legal basis for such protections. Proposers will be responsible for all costs, including attorney's fees, associated with defending such asserted exemptions from disclosure.

**22. Acceptance / Rejection:** The College and Foundation reserve the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its

entirety. The College and Foundation reserve the right to make the award to that Proposer who, in the opinion of the College or Foundation will be in the best interest of and/or the most advantageous to the College or and Foundation.

The College and Foundation reserve the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or who, in the College's or Foundation's opinion, is not able to perform properly under this award. The College and Foundation reserve the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

**23. Award:** The District Board of Trustees will make the award in the best interest of the College. The DBoT reserves the right to award to that Proposer who will best serve the interests of the College. The DBoT reserves the right to reject any or all proposals, and to waive any technicalities in proposals received.

The Proposer understands that this RFQ does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the College, and executed by the parties.

**24. Posting of Award:** Recommendation for award will be posted for review by interested parties on the College website prior to submission through the appropriate approval process to the District Board of Trustees for final approval of award.

**25. Termination:** If the awarded contract is terminated or cancelled within the first year of the contract period, the College or Foundation may elect to negotiate and award the contract to the next ranked Proposer or to issue a new RFQ, whichever is determined to be in the best interest of the College.



- 26. Supplemental Requirements:** Other work required outside the scope of the contract will be quoted under regular purchasing procedures. The successful Proposer will be afforded the first opportunity to quote on these projects.
- 27. Familiarity with Laws:** All Proposers 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), Florida Statutes 402.301 – 402.319, OSHA regulations, and all Civil Rights legislation.
- 28. EEO Statement:** The College and Foundation are committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination based on race, color, religion, disability, national origin or gender.
- 29. Tort Immunity:** The College and Foundation hereby reserve to themselves any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's and Foundation's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.
- 30. Governing Law/Venue:** The validity, construction, and effect of this agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this agreement shall be litigated in Highlands County of the State of Florida.
- 31. Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the items offered in the proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the College at once, indicating in the specific regulation which required an alteration. The College and Foundation reserve the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.
- 32. Legal Requirements:** Applicable provision of all federal, state, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposed response hereto and the College and Foundation by and through their officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 33. 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 or Foundation shall be final and binding on both parties.
- 34. Protests:** Failure to file a protest within the time prescribed in 120.573, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 35. Indemnification:** The Proposer shall indemnify and hold harmless the College and Foundation and their agents and employees from and against all claims, losses and expenses including attorney's fees, arising or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose



acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the College or and Foundation or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

**"Indemnification clause will be included in accordance with Florida Law."**

36. **Assignment:** Any Purchase Order issued pursuant to this Request for Qualifications and the monies which may become due hereunder are not assignable except with the prior written approval of the College or Foundation.
37. **Liability:** The vendor shall hold and save the College and Foundation, their officers, agents, and employees harmless from liability of any kind in the performance of the contract.
38. **Patents and Royalties:** The Proposer, without exception, shall indemnify and save harmless the College and Foundation and their employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College and Foundation. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

39. **Advertising:** In submitting a proposal, the Proposer agrees not to use the results thereof as a part of any commercial advertising.

40. **News Releases:** The Proposer shall obtain the prior approval of the College and Foundation for any news releases or other publicity pertaining to this RFQ or the service, study or project to which it relates.

41. **Franchises/Subcontractors:** All terms and conditions of the contract apply to franchisee as well as the franchisor. The College and Foundation must be notified of franchisee agreements or subcontractors prior to acceptance of proposal. No portion of the work shall be subcontracted without prior written consent of the College and Foundation. In the event that the Proposer desires to subcontract some part of the work specified herein, the Proposer shall furnish the College and Foundation the names, qualifications and experience of their proposed subcontractors. The College and Foundation reserve the right of approval or refusal of subcontractor and reserves the right of cancellation of the contract if in the best interest of the College and Foundation. If the subcontractor is approved by the College and Foundation, the Proposer shall remain fully liable and responsible for the work to be done by subcontractors and shall assure compliance with all requirements of the contract.

42. **Trade Secret Information:** The College and Foundation will comply with Florida Statue 815.045 in regard to trade secret information. The Proposer is required to clearly identify each item of the proposal that they deem to be trade secrets as defined in s.812.081, and as provided for in s.815.04(3). This information will be expressly made confidential and exempt from the public records law. Proposer will be responsible for all costs incurred in defending the claim of trade secrets, including Attorney's fees and shall indemnify the Board, its agents, officers and employees for any and all civil or criminal fines imposed pursuant to Chapter 119, Florida Statutes. Proposer shall have no right to participate in the defense of such

positions but may be invited to participate by the Board, at the Board's discretion.

- 43. Miscellaneous Contractual Provisions:** Any number of counterparts of this agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. No change, modification, termination or attempted waiver of any of the provisions of this agreement shall be binding upon any party hereto unless reduced in writing and signed by the party or parties against whom enforcement is sought.

All understandings and agreements between the parties are contained herein and the parties acknowledge that no representation or warranties have been made other than those specifically set forth herein.

This agreement is not assignable unless all parties to this agreement approve of the assignment. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.

If any party to this agreement is a corporation or a partnership, then all such parties represent

to all parties to the agreement that they are duly organized, validly existing and in good standing under the laws of the State of Florida and have full capacity, power and authority to convey execute this agreement and to otherwise comply with the terms and conditions of this agreement. The title and captions of paragraphs and subparagraphs contained in this agreement are provided for convenience of reference only, and they shall not be considered a part of this agreement for purposes of interpreting or applying this agreement; such titles or captions are not intended to define, limit, extend, explain, or describe the scope or extent of this agreement or any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.

All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular or plural, as the identity of the person or entity of the persons or entities may require.

- 44. Payment for Services:** Proposer will submit original invoice monthly to Accounts Payable, South Florida State College, 600 West College Drive, Business Office, Bldg. C-1, Avon Park, FL 33825 or AP@southflorida.edu for services provided in the preceding month.

***Note: Any and all verbiage hereafter which varies from these proposal guidelines shall have precedence.***

***Clarification: No laws, rules, regulations or statutes, etc., will, may, or are intended to be superseded by any verbiage herein.***

## General Information

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### South Florida State College Background

- **South Florida State College (SFSC) was established in 1965.**
- **SFSC is a publicly supported, associate and bachelor degree granting institution serving Highlands, Hardee, and DeSoto Counties.**

Highlands Campus – Avon Park  
600 West College Drive  
Avon Park, FL 333825

Desoto Campus - Arcadia  
2251 NE Turner Ave  
Arcadia, FL 34266

Hardee Campus – Bowling Green  
2968 US 17 North  
Bowling Green, FL 33834

Lake Placid Center – Lake Placid  
500 E. Interlake Blvd.  
Lake Placid, FL 33852

The Crews Center  
200 US Hwy 27 South  
Avon Park, FL 33825

**The Proposal Evaluation committee will make a recommendation of their selection to the District Board of Trustees and to the Foundation at their regularly scheduled meetings.**

# Contract Conditions

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## Contract Terms

The terms, specifications and conditions of this proposal constitute the total agreement and no further conditions will be accepted.

The contract(s) for Architectural Services will be negotiated with the firm(s) ranked highest by the Selection Committee and approved by the District Board of Trustees. The Foundation will enter into contracts with the firm(s).

Each professional service contract entered into shall contain a prohibition against contingent fees as follows: “The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect to solicit or secure this agreement and that it has not paid or agreed to pay any person, employee working solely for any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the Board shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

## Time Period for Acceptance

Proposer warrants that the prices, terms and conditions quoted in the submittal will be firm for a period of one hundred twenty (120) days from the date of the proposal due date unless otherwise stated by the Proposer. The fee structure will be agreed upon at the time of contract negotiations. **This fee shall be for the life of the contract.**

## Contract Period

The purpose of this Request for Qualifications is to establish a three (3) year contract with the option for up to three (3) additional one (1) year extensions. Extensions are not automatic and will be solely at the discretion of the College and Foundation. The commencement date of a contract resulting from this proposal is anticipated to be 3/30/2022.

## Qualifications of Proposers

All Proposers will be evaluated as to organization, ability to perform, financial condition and experience. The College and Foundation reserve the right to reject any Proposer where such evaluation does not satisfy the College and Foundation or for any reason it deems appropriate at its discretion.

**Proposers must meet ALL requirements in Tab #1 to be considered for this contract. If all items in Tab #1 are not completed, the proposer will be disqualified.**

## Contract Renewal

Notice of renewal or extension, if any, shall be provided by the College, or the Foundation as applicable, at least thirty (30) days prior to expiration of the then current term.

## Termination/Cancellation

The College and Foundation reserve the right to cancel this contract for non-performance in the event the Contractor does not perform within the terms, conditions, and specifications of the contract documents. Upon notification in writing to the Purchasing/Business Office by the campus official responsible for the administration of the contract of the facts concerning non-performance, the Proposer will be notified of the problem and will have ten (10) days to correct same. If the Proposer fails to correct the problem to the satisfaction of the College and Foundation within the ten (10) day period, the College and Foundation reserve the right to serve notice of cancellation to be effective within

ninety (90) days of notification. In the event of such cancellation, the College or Foundation may elect to award the contract to the next ranked Proposer or re-issue the proposal, whichever is in the best interest of the College.

- Either party may terminate the contract prior to any renewal date upon ninety (90) days' notice.
- The obligations of the College and Foundation under this award are subject to all terms and conditions established by the legislature of the State of Florida. The College and Foundation have the option to discontinue service at no expense to the College or Foundation if College or Foundation policy or Florida Statutes determine it is in the College's or Foundation's best interest, or if the College or Foundation determines that its funding is inadequate to continue the contract.

### **Selling, Transferring or Assigning Contracts**

If the successful Proposer is purchased by another company during the term of the contract, the succeeding company must honor all of the terms and conditions contained herein. The College and Foundation have the right to reject the new vendor and terminate this agreement without cause.

### **Subcontracts**

No portion of the work shall be subcontracted without prior written consent of the College or Foundation. If the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the college the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractors and shall assure compliance with all requirements of the contract.

### **Contract Documents**

The contract entered into by the parties shall consist of this Request for Qualifications, the signed proposal submitted by the Proposer, Special Terms and Conditions, Specifications and Attachments, including all modifications thereof, all of which shall be referred to collectively as the contract documents.

### **Purchasing Agreements with other Public Agencies**

All Proposers submitting a response to this RFQ agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, should the Proposer feel it is in their best interest to do so. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Request for Qualifications. This agreement in no way restricts or interferes with the right of any political subdivision to re-propose any or all items.

### **Familiarity with Laws**

All Proposers are required to comply with all federal, state and local laws, codes, rules and regulations controlling the action or operation of this proposal. The relevant laws include but are not limited to, the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), general OSHA regulations, and all civil rights legislation.

### **Licensing**

The Proposer will be responsible for obtaining and paying for all necessary licenses and providing copies to the College representative. The Proposer will maintain all appropriate licenses specified by Highlands, Hardee and Desoto Counties, and any appropriate agency of the State of Florida. The Proposer shall provide copies of these licenses to the College with the submission of this RFQ and update prior to the expiration of any licenses. The Proposer is required

to notify the College and Foundation during the life of the agreement if any required licenses have been suspended or not renewed. Failure to maintain the required licenses shall be cause for termination of the agreement.

### **Protection and Security of Building and Property**

The Proposer shall assume full responsibility and be held liable by SFSC for any loss of property and all damages or claims for damages, for injury to persons, property and equipment which might result from any services performed under this agreement or from the Proposer's failure to properly secure College facilities. The extent of this responsibility is not limited to only SFSC property but extends to any property including leased equipment on college locations. The Proposer shall be held liable by SFSC for damages caused by his/her employees to any equipment apparatus or installed property in the buildings in which work is performed under this specification.

Work shall be carried on in such a manner that there will be no interruption of college operations unless agreed to and coordinated with the Vice President of Administration.

The Proposer shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.

### **Emergency Service Due to Natural Disasters/Forces**

Definition: "Natural disaster" or "disaster" means conflagration, flood, storm, earthquake, hurricane, or other public calamities.

Proposer shall provide the College with the name of a contact person and phone number that will afford the College access, 24 hours per day, 365 days per year, in the event of major issues or natural disasters. This information will be available to the College contact person on each college locations.

### **Supervision and Qualifications of Personnel**

- A. The Proposer shall notify SFSC in the event of key personnel changes which might affect this contract. Notification shall be made immediately of said changes. SFSC has the right to reject proposed changes in key personnel. The Proposer shall provide and maintain an organizational chart indicating personnel assignments.
- B. SFSC reserve the right to approve all personnel assigned on this contract. Any changes during the contract period must be approved by SFSC before implementation. SFSC reserves the right to reject any candidate for any reason. SFSC shall have the right to have any assigned worker removed as deemed appropriate.
- C. The Proposer shall provide SFSC's representative written lists of all key employees (including cell phone and e-mail address) assigned to work at SFSC within 5 working days of the contract start date. The Proposer shall be held responsible for the accuracy of the data required and shall update the list immediately should there be any changes.
- D. The Proposer shall employ only competent, skilled people to perform the work covered by this contract. It shall be the Proposer's responsibility to ensure that all personnel, including those of any sub-contractor, meet the physical and other appropriate standards needed to perform the work assigned. All personnel shall be physically able to do their assigned work; physically qualified for active outdoor duties; able to negotiate stairs and walk long distances easily. Personnel shall be free from communicable diseases. Personnel shall have the ability to drive vehicles and be licensed in the State of Florida.

- E. The Proposer will verify to SFSC that all personnel assigned to the College's projects are citizens of the United States of America or an alien who legally authorized to be employed in the state of Florida.
- F. The Proposer will be required to certify to SFSC that **all** personnel working on the SFSC contract shall have no criminal record/history for the past five (5) years. Any personnel having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude, or any person who has been classified as a sexual offender or sexual predator under the Laws of Florida or any other State, within ten (10) years immediately preceding the date of his/her original employment application with the Proposer will be forbidden to be assigned by the Proposer to SFSC.

### **Conduct**

- A. The Proposer shall require his/her employees to comply with all instructions pertaining to conduct and building regulations issued by duly appointed officials, such as SFSC's representatives.
- B. All work shall be performed in a safe, workman-like manner. The safety of workers, students, faculty, staff, visitors, and property must be an important element of consideration when work is being performed. Appropriate safeguards, distance, and speeds shall be used or observed at all times.
- C. The Proposer shall maintain control of his/her employees and sub-contractors while on college property.
- D. The Proposer's employees and sub-contractors shall refrain from using vulgar/foul language while on college property.
- E. Should the College give notice to the Proposer that an employee has acted in an incompetent or disorderly manner, or failed to observe the College's instructions, or is in any way a detriment to the satisfactory performance of the work at hand, the employee shall be immediately removed from the work site and shall not be permitted to return.

### **Access to SFSC Premises**

The Proposer's employees shall not bring any family and/or friends (or allow them access to SFSC buildings or grounds) during the performance of their job duties unless such access is for the purposes of participating in college programs or activities. The Proposer's employees and/or sub-contractors shall not allow any non-project related individuals to have access to any SFSC worksite.

### **Schedule**

SFSC is open for classes from 8:00 a.m. until 9:00 p.m., Monday through Friday. Classes or other activities may also be conducted on weekends. Special events are scheduled at various locations and times on each campus. **SFSC is a Tobacco Free College. Smoking is prohibited at all college locations.**



## Scope of Work

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### **1. Professional Services General – One or more of the services noted below may be requested during the contract term.**

- a. Prepare studies, surveys, specifications utilizing College supported Microsoft 365 software.
- b. Provide owner with 100% AutoCAD drawings utilizing v. 2013 or newer.
- c. Utilize BIM (Building Information Modeling), Revit Architecture or other 3-D modeling software.
- d. Initiate meetings and provide numbered meeting notes and agenda.
- e. Prepare studies, planning activity and cost estimates as directed by the Project Manager.
- f. Provide services as required for recovery from natural or man-made disasters.
- g. Provide design renderings, and color/finish material boards as required.
- h. Submittal and response to DOE requirements.
- i. All designs and code compliances to be in accordance with SREF, building codes, ADA, and regulations having jurisdiction.
- j. Coordinate construction documents release schedule with project schedule.
- k. Coordinate value engineering analysis and/or construction cost estimate.
- l. Perform document and quarterly affordance reviews.
- m. Verify South Florida State College standards of construction are incorporated into drawings.
- n. Perform document reviews and perform quality assurance evaluations.
- o. Clarify and re-issue all items not clearly identified on the construction documents.
- p. Submittal management and approval with agencies having jurisdiction.
- q. Sign and Seal all final construction documents.
- r. Observe construction for compliance with contract documents; notify Project Manager of discrepancies.
- s. Observe construction for compliance with applicable codes; notify College and the Construction Manager's representative of any discrepancies.
- t. Administration of document closeout process.

## **2. Coordination, where applicable**

- a. Utilization of Building Information Modeling (BIM) or other software for systems integration, clash avoidance, building information modeling and presentations.
- b. Establish and implement procedures for information distribution, document reviews, presentations, and approvals at the start of the project.
- c. Provide and coordinate services of mechanical, electrical, plumbing, structural, and other sub-consultants as required.
- d. Review Construction Manager's construction cost estimate at each required submittal.
- e. Assist in analyzing the Guaranteed Maximum Price (GMP) and recommend acceptance and/or rejection to Project Manager.
- f. Attend construction meetings.
- g. Respond in a timely manner to Requests for Information (RFIs) and Construction Change Requests (CCR).
- h. Certify pay requests as provided in the construction contract.
- i. Review and approve shop drawings for conformance to contract documents.
- j. Prepare punch-lists and actively participate in punch-list reviews and meetings.
- k. Issue Substantial and Final Certificate of Completion.
- l. Inspections pertaining to the one-year guarantee provided by the Construction Manager.

## **3. Close-Out Phase, where applicable**

- a. Delivery of "as-built" drawings on CD utilizing AutoCAD v. 2013 or newer and one hard copy.
- b. Support Construction Manager in the preparation and assembly of close-out documents (to be provided in CD and hard copy), training materials, and equipment and operational manuals.
- c. Participate with Construction Manager in providing training for South Florida State College personnel.
- d. Provide specifications in Microsoft 365 or newer.

## Tentative Procurement Schedule

Date	Item, Location and Time
12/17/2021	RFQ Advertised and Released (distributed)
1/7/2022	Deadline for Questions: Submit Questions by <b>10:00 a.m.</b> to <a href="mailto:purchasing@southflorida.edu">purchasing@southflorida.edu</a>
1/14/2022	Written Proposals Due. Deliver to Purchasing/Business Office, Bldg. C-1 (Highlands Campus) by <b>2:00 pm</b> (EST)
1/21/2022	Evaluation Committee meets to evaluate written proposals and Short-list. Highlands Campus – Avon Park, Specific location to be announced. Number of days is dependent on number of qualified proposals received.
1/24/2022	Short-list posted at <a href="https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids">https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids</a>
2/2/2022	Oral Presentations – Short-listed Firms-Rank Order (if necessary); Highlands Campus – Avon Park, Specific location to be announced. Number of days is dependent on number of qualified proposals received. Short-listed firms should be prepared to attend either day until specific date/time is provided.
2/4/2022	Recommended Rank Order posted to <a href="https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids">https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids</a>
3/23/2022	District Board of Trustees (DBoT) approval
TBD	Contract negotiations and approval: The commencement date of a contract resulting from this proposal will be determined at a later date

The above schedule is subject to change. All changes will be posted on the College website at: <https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>

## Evaluation of Proposals

### Evaluation Method

The College will appoint a Proposal Evaluation Committee (Committee) which may consist of members of its DBoT and staff to evaluate proposals, and to recommend award of a contract with the Proposer which meets the best interests of the College. **Proposers, either directly or through a third party are prohibited from contacting any Committee members, other College and Foundation employees, or members of the District Board of Trustees regarding this Request for Qualifications at any time prior to the award of a contract pursuant to this selection process, other than as specifically provided in this RFQ. Violation of this prohibition shall result in disqualification.** Proposers who currently are engaged in other business with the College and Foundation are advised to limit contact

under that arrangement to the College and Foundation contact previously assigned and must refrain from discussing this proposal selection process.

The Proposal Evaluation Committee **may** include the following:

- One Representative from Administration and Finance
- Executive Director, Foundation or designee
- One representative from Financial Services
- Two representatives from Facilities
- One representative from Purchasing (non-voting) - Facilitator

The College and Foundation shall be the sole judge of the proposals, its own best interests, and approval of the resulting contract. The Committee will make a recommendation of their selection to the District Board of Trustees at their regularly scheduled meeting. The District Board of Trustees shall make the final award. That decision will be final.

### **Non-Responsive Proposals**

Non-responsive proposals will be rejected by the Coordinator, Purchasing and will not be distributed to the Committee for consideration. Additionally, the Committee may determine that the required submittals/documentation is so inadequate as to be determined non-responsive. Non-responsive proposals may include, but are not limited to the following:

- Failure to follow the required format
- Failure to provide required submittals / documentation
- Submission of a late proposal
- **Proposer does not meet minimum qualifications/requirements**

### **Proposal Evaluation Committee Meeting (For Written Proposals)**

A meeting of the Committee will occur on or about January 21, 2022 to review all the submitted written proposals initially deemed to be responsive; to review, award point scores, and determine rank order.

Results will be posted on the College's website at: <https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>. The committee reserves the right to, but is not obligated to, ask for and allow proposer to provide clarification, prior to final scores being determined.

### **Short Listing**

The Proposal Evaluation Committee shall utilize an evaluation form to rate/evaluate each of the proposals.

Based on the evaluations, no more than four (4) firms with the highest points from the initial screening will be short listed and invited to make oral presentations. The actual number of firms to be invited to make presentation is solely up to the discretion of the committee.

The list of short-listed Proposers will be posted on the College's website at:

<https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>

### **Notification of Short-Listing**

The short-listed proposers will be notified, as follows:

An e-mail will be sent to those firms who have been short-listed, notifying them of the place and time for their oral presentation. Only those firms short-listed will be contacted directly by the College's Coordinator, Purchasing.

If there are any specific questions/clarifications that the Proposal Evaluation Committee would like for all of the short-listed Proposers to address, they will be included in this notification.

### **Oral Presentations**

Firms responding to this RFQ must be available for oral presentations. The committee will rank order the short-listed firms based on points awarded from the oral presentations. Evaluations of written and oral presentations are independent of one another, and points awarded from the initial screening will not be added to the points awarded from the oral presentations to determine the final ranking.

Results will be posted the next day on the College's website at:

<https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>. The tentative schedule for these oral presentations is February 2, 2022 on the College's Highlands Campus, Avon Park. Should there be any changes to the time or location, they will be posted on the College's website.

The oral interview shall be limited to forty-five (45) minutes. Thirty (30) minutes shall be allotted to the presentation with a fifteen (15) minute open floor period to answer any questions from both parties.

It is required that your contract manager, associated specialists, and other individual consultants anticipated to work on this project (or other key employees who will be assigned to this project) be present.

Handouts and/or "leave behinds" are permitted.

The College will not provide computer or A/V equipment. Proposers should bring their own equipment to use for PowerPoint (or other) presentations. The College will provide a projection screen and extension cord.

### **Identical or Tie Scores**

In the event two (2) or more Proposers are deemed equal in their rank score awarded by the Committee during the evaluation process, the following criteria, in order of importance, shall be used to break said tie:

1. Vendor's experience with similar projects at other Florida College Systems institutions.
2. Vendor's work experience with other public entities in Highlands, Hardee and DeSoto counties.
3. Vendor's place of business is within Highlands, Hardee and DeSoto Counties.
4. Vendor's place of business and experience is within the State of Florida.
5. Minority/Women Owned/Service-Disabled Veteran Business Enterprise Designation.
6. Additional criteria identified in the RFQ which criteria are objective and verifiable through documentation.

### **Site Visit**

Members of the Proposal Evaluation Committee may choose to visit a short-listed Proposer's current project worksite. Proposers will be given at least twenty-four (24) hours advance notice of any site visits planned by SFSC.

## Evaluation of Written Proposals

Criteria for Evaluating Written Proposals	Weight
<b>Professional Qualifications/Project Staffing</b> Reference Tab #2	Up to 40 points
<b>References and Experience</b> Reference Tab #3	Up to 30 points
<b>Methodology</b> Reference Tab #4	Up to 30 points
<b>Financial Capacity</b> Reference Tab #5	Qualified/Not Qualified
<b>Insurance Requirements</b> Reference Tab #6	Up to 20 points
<b>Firm's Current Workload and Capacity</b> Reference Tab #7	Up to 20 points
<b>Information Systems</b> Reference Tab #8	Up to 20 points
<b>Disputes, Litigation &amp; Defaults</b> Reference Tab #9	Up to 10 points
<b>Distance to Sites</b> Reference Tab #10	Up to 10 points
<b>Total</b>	<b>180 points</b>

## Evaluation of Oral Presentations

Criteria for Evaluating Oral Presentation	Weight
<b>Proposed Project Team Interviews</b> The firm shall propose the Project Team including appropriate contract administrator and architect of record. The <b>Architect</b> shall identify their actual staff to be assigned to this project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this project. <b>The Architect's assigned staff shall be present at the time of the interview.</b> The design team should discuss their current and contracted future workload, not excluding projects outside of higher educational projects, and continuing contract work. If Architect has in-house MEP's, Structural or Civil Engineers, those assigned to this RFQ shall be present. If outside MEP's, Structural or Civil Engineers consultants will be used, those shall be identified but do not have to be present for the Oral Presentation.	Up to 30 points
<b>Design Approach and Methodology</b> Proposers shall discuss projects accomplished for State of Florida higher educational institutions, describe, and provide examples of methods & coordination with developed master planning for new and existing sites, educational specifications, design, evaluation of building systems, construction techniques, and the recommendation of materials to create an optimum value in meeting the design and budget requirements.	Up to 30 points

<b>Quality Control and Assurance</b> Proposers shall discuss minor projects accomplished for State of Florida higher educational institutions, describe, and provide examples of methods & coordination between drawings, MEP, field work and owner standards. Include examples of accomplished projects in the State of Florida that carry LEED or Green Globes Certification at any level and briefly describe the coordination that was required to ensure LEED or Green Globe certification as it relates to project design, construction and project owner.  Each firm shall demonstrate its approach and ability to provide quality control and assurance in the production, evaluation, and checking of construction documents and specifications. Indicate individual Principal or licensed Architect assigned to this project for direct supervision of production, quality control, signing, and sealing the final documents.	Up to 30 points
<b>Cost Control and Value Engineering</b> Proposers shall discuss minor projects accomplished for State of Florida higher educational institutions, describe, and provide examples of methods & coordination used in the evaluation of building systems, construction techniques, and the recommendation of materials to create an optimum value in the design and meeting budget requirements. Provide actual minor project cost savings that were achieved with each project.	Up to 30 points
<b>Knowledge of the Project/Site and Local Conditions</b> The firm shall demonstrate its knowledge of the College, the College's buildings, design philosophy and development. Additionally, each firm shall demonstrate their knowledge of SREF and the FBC as it relates to the design, documentation, and permitting of these projects.	Up to 20 points
<b>Project Scheduling</b> Concentrating on projects accomplished for State of Florida higher educational institutions, describe, and provide examples of any representative projects and the projected versus actual schedule for each. As part of the project approach, the firms shall propose a scheduling methodology including compliance controls for effectively managing and executing SFSC's work in the optimum time.	Up to 10 points
<b>TOTAL</b>	150 points



# Instructions for Preparing Proposals

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## Forms

For ease in preparation of your proposal, all required forms are included in this RFQ and also available in electronic format (Adobe PDF) at the following web page: <https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>

## Proposal Format – Initial written proposal screening criteria (180 points)

### **For ease of evaluation the proposal must:**

1. be bound (3 ring binder or Proposer's choice of binding)
2. be submitted on 8½" x 11" paper
3. have headings and sections numbered as indicated below.
4. have sections separated using divider tabs for easy reference.
5. be typed, not handwritten.

### **Number of Copies**

Proposers shall submit **one (1) original signed (using blue ink) hard copy, one (1) additional hard copy, and one (1) electronic copy** of the proposal, complete with all supporting documentation in a sealed package as specified in the Introduction section of this RFQ. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Committee.

### **Proposal Format**

The proposal should be divided by tabs into the sections identified below with references to parts of this RFQ completed on a section-by-section basis. The sections shall be numbered and named:

- |     |  |                           |
|-----|--|---------------------------|
| 1.  | Minimum Requirements (all items must be completed to be considered for the written evaluation) |                           |
| 2.  | Professional Qualifications/Project Staffing   | (0 - 40 points)           |
| 3.  | References and Experience  | (0 - 30 points)           |
| 4.  | Methodology  | (0 - 30 points)           |
| 5.  | Financial Capability   | (Qualified/Not Qualified) |
| 6.  | Insurance Requirements   | (0 - 20 points)           |
| 7.  | Firm's Current Workload and Capacity   | (0 - 20 points)           |
| 8.  | Information Systems  | (0 - 20 points)           |
| 9.  | Disputes, Litigation and Defaults  | (0 - 10 points)           |
| 10. | Distance to Sites  | (0 - 10 points)           |

**Proposer may provide additional relevant information in separate tab(s) at the end of the proposal.**

### **Tab 1. Minimum Requirements (Proposers must meet the requirements in Tab 1 in order to be considered for evaluation)**

Proposers must include the following information/submittals:

1. Proposal Submission Form (Form 1) (**or** Statement of No Proposal Submittal – Appendix 1)

2. Proposers shall include the following information/submittals:
3. A Letter of Intent (not to exceed two pages) to include:
  - o Summation of Proposer's understanding of the Scope of Work
  - o Expression/understanding of the need to make a positive commitment to provide the required services during the contract term
  - o Signature and title of an official authorized to make such commitments and enter into a contract with the College.
4. Vendor Business Profile (Form 2) and W -9 Form (available on the Internet at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>).
5. Drug-Free Workplace Form (Form 3)
6. Minimum Qualifications Form (Form 4)
7. Minority/Women Owned/Service-Disabled Veteran Business Enterprise Designation Business Declaration Form (Form 5)
8. Corporate Information: If Proposer is a corporation, provide a copy of the certification from the Florida (or other state) Secretary of State verifying Proposer's corporate status and good standing, and in the case of out-of-state corporation, evidence of **authority to do business** in the State of Florida.
9. Subsidiaries: Name any subsidiary or affiliation companies in which principals have financial interest, only as it relates to the performance of this contract. Explain in detail the principals' interest in this company and nature of business.
10. History of Firm: Indicate firm history (chronologically).
11. Proof of insurance and licenses. The Proposer shall possess all necessary insurance, licenses and permits to perform services as outlined in the contract documents (provide copies) including in-house MEP, Structural and Civil license.
12. Equal Employment Opportunity Statement (Form 6)
13. Conflict of Interest Statement (Form 7)
14. Statement on Public Entity Crimes (Form 8)

**Tab 2. Professional Qualifications/Project Staffing (0 - 30 points)**

Provide a list all current architectural small works contracts or small works projects up to \$4,000,000 within Florida. Include at least three (3) examples but no more than five (5) like the project description described herein, to include the following information:

- 1) **Lead firm name and address**
- 2) **Name, title, e-mail address, telephone/fax number of lead firm principal to contact**
- 3) **Address of office to perform work**
- 4) **Brief resume of key persons, specialists and individual consultants anticipated for this project:**
  - a) Name/title
  - b) Project assignment
  - c) Name of firm with which associated
  - d) Years' experience with current firm and years' experience with other firms
  - e) Education (degree(s), specialization)
  - f) Active registrations (year first registered, discipline)
  - g) Other experience and qualifications that may be relevant to the project (i.e. LEED experience)
  - h) In-house engineers, for example MEP, structural, and civil engineering.

Consideration will be given to, but not limited to, professional registrations, years of experience, and experience with State of Florida higher education facilities or public entities and other experience or qualifications that may be relevant to the proposed project.

**Tab 3. References and Experience (0 - 30 points)**

Provide a list of accomplished minor projects in the State of Florida higher education facilities that best illustrate the experience of the proposed project team and current staff being assigned to this project. List no more than 10 minor projects that were completed no more than 5 years ago which most closely document the firm's capability to satisfy the College's requirements. Include overall project experience as follows:

- a) Name and location of project with one project photograph
- b) Project owner's representative contact information (include individual name, phone number and e-mail address)
- c) Proposed project team's responsibility for these projects – include the name of the contracted architectural, engineering and construction firm
- d) Date project completed to include size, cost and scope
- e) Other references/experience that may be relevant to the project
- f) Reference letter from each listed project owner representative.

Consideration will be given to, but not limited to, similar State of Florida Higher Education Facilities experience as well as those teams that can provide good design solutions, maintain user satisfaction and maintain the project budget.

**Tab 4. Methodology (0-30 points)**

Describe capabilities of firm/team to provide technical/professional services required for the following:

- a) Building type experience – higher education campus facilities of similar size/complexity
- b) Planning and design of university/college level facilities
- c) South Florida State College design and construction requirements
- d) Design review
- e) Value engineering
- f) Budget estimating
- g) Quality control (design and construction)
- h) Cost control
- i) Change order negotiation
- j) Claims management
- k) Project close-out
- l) Transition planning
- m) Security systems

Describe scheduling methods, types of records, reports, monitoring systems and information management systems used by firm. Describe ways in which firm maintains schedules, quality, cost, safety, etc.

### **Tab 5. Financial Capability (Qualified/Not Qualified)**

The respondent's financial capability is to be expressed indicating that it has sufficient resources and the necessary working capital to assure financial stability through the completion of its projects.

Submit with the original proposal response in a separate sealed envelope and marked "Confidential" one copy of audited financial statements for the previous three (3) calendar/fiscal years. The College's Vice President of Administration will review to determine eligibility in the RFQ process. Determination will be made on a "qualified/not qualified" basis at the sole opinion of the College. Points will not be awarded. Those Proposers who are determined to be not qualified will be eliminated from further consideration. These statements and reports should be for the Proposer's corporate entity, not a parent corporation. **(Financial Statements are exempt from becoming public record in accordance with FS 119.07 (2)).**

### **Tab 6. Insurance Requirements (0-20 points)**

During the performance of the services under this contract, the Proposer shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows. Current proof of insurance must be provided in the RFQ. Proposer agrees to notify South Florida State College campus security and the Project Manager in writing of any accident which occurs on campus.

#### **Minimum Limits**

- 1) **General Liability** Insurance per occurrence with limits of the following:
  - a) Each Occurrence - \$2,000,000.00 and
  - b) Damage to Rented Premises (Each Occurrence) - \$2,000,000.00 and
  - c) Medical Expense (Any one person) - \$10,000.00 and
  - d) Personal & Advertising Injury - \$2,000,000.00 and
  - e) General Aggregate - \$4,000,000.00 and
  - f) Products – COMP/OP AGG - \$4,000,000.00 and
  - g) General Aggregate limit applies per location/per project endorsement
  - h) Errors and omissions up to \$2,000,000.00
- 2) **Automobile Liability** Insurance with any auto, hired auto, non-owned auto:
  - a) Combined Single Limit of \$2,000,000.00 (each accident)
- 3) **Workers' Compensation and Employers' Liability** Insurance in accordance with statutory requirements, and
  - a) Employer's Liability Each Accident limits of \$500,000.00 and
  - b) Employers' Liability Disease – Each Employee limits of \$500,000.00 and
  - c) Employers' Liability Disease – Policy Limit of \$500,000.00

#### **Conditions**

- 1) Policies must be written by an insurance company authorized to do business in Florida.
- 2) Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "VII" or better according to the A. M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- 3) Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

- 4) Proposer shall furnish SFSC **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to SFSC.
- 5) Proposer shall include SFSC and Foundation as **additional insureds** on the General Liability and Automobile Liability insurance policy required by the contract.
- 6) If an "ACORD" Certificate of Liability Insurance form is used by Proposer's insurance agent, the words "*endeavor to*" and "*... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives*" in the 'Cancellation' paragraph of the form shall be deleted.
- 7) Proposer shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by SFSC.
- 8) "Claims made" insurance policies are **not** acceptable.
- 9) In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply.
- 10) Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
- 11) SFSC's Coordinator, Purchasing or risk manager shall verify ratings at A. M. Best's website:  
<http://www.ambest.com/>

#### **Tab 7. Firm's Current Workload and Capacity (0 - 20 points)**

Describe current workload and capacity to undertake additional work considering the Proposer's current workload. The submitted materials should indicate Proposer's historical workload, the current workload, and the workload projected during the time period of this project. Past or future changes in staffing levels should be indicated. Allocation of duties among staff and consultants should be indicated.

#### **Tab 8. Information Systems (0-20 points)**

1. Describe the functions and capability of computer-based contract management and information systems used as they relate to providing SFSC with project scheduling and record keeping related to this contract. Describe systems utilized to communicate project process with the College.

#### **Tab 9. Disputes, Litigation and Defaults (0 - 10 points)**

1. **Summary of Litigation:** Provide a **summary of any litigation, claim(s), or contract dispute(s)** which have been **finalized and/or decided by a Court of Law**, which were filed by or against the Proposer in the past five (5) years (complete and submit **Disputes Disclosure Form 9**). The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. Disclosure can be limited to:
  - a. Cases which are related to the services that Proposer provides in the regular course of business
  - b. The regional/district office that will be supporting this contract.

2. ***Pending Litigation:*** Include any information regarding your firm being involved in any potential or pending litigation.
3. ***Potential Disputes:*** List any pending or forthcoming disputes that are known.
4. ***Sanctions:*** List any regulatory or license agency sanctions.
5. ***Lost Accounts/Clients:*** Provide a complete list of all accounts lost (early termination or non-renewal). Include contact names and telephone numbers, length of service at each account, and reason for loss. This list can be limited to the regional/district office which will be supporting the contract and may be limited to the past five (5) years.
6. ***Canceled Accounts:*** Provide a complete list of all accounts canceled/terminated **by the Proposer** prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the Proposer chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract and may be limited to the past five (5) years.
7. ***Contract Denial:*** Indicate if your firm has been denied a contract award on which you submitted the best qualified proposal or been refused pre-qualification. Explain in detail.

**Tab 10. Distance to Sites (0-10 points)**

1. Indicate the primary location of the firm's office which will have direct responsibility for this contract. If the distance from the project exceeds 60 miles, describe how the project would be effectively managed or what limitations, if any, in services the College might expect as a result of this distance.

***Failure to comply with all the above instructions may disqualify the Proposer.***

**SOUTH FLORIDA STATE COLLEGE**  
**Professional Architectural Services for Minor Projects on a Continuing Basis RFQ 21-03**  
**No Proposal Response Form – APPENDIX 1**

If your company does not intend to propose on this procurement, please complete and return this form prior to the date shown for receipt of proposals to:

South Florida State College  
Deborah Olson, Coordinator, Purchasing  
No Proposal Response - RFQ 21-03  
600 West College Drive  
Purchasing/Business Office, Bldg. C-1  
Avon Park, Florida 33825

*Failure to submit either a Proposal or a Statement of No Proposal Submittal shall be cause for removal from future mailing lists.*

We, the undersigned, have declined to propose on the above referenced Request for Qualifications for the following reason(s):

- ☐ Scope of Work or Terms and Conditions are too "restrictive." (Please explain below)
- ☐ Unable to meet requirements
- ☐ RFQ was unclear (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of service or equivalent
- ☐ Our employee man loading would not permit us to perform
- ☐ Unable to meet bond or insurance requirements
- ☐ Other (please explain) \_\_\_\_\_
- ☐ Remove us from your "Proposers List"

Company: \_\_\_\_\_

Signature/Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Website: \_\_\_\_\_



**SOUTH FLORIDA STATE COLLEGE**  
**Professional Architectural Services for Minor Projects on a Continuing Basis**  
**RFQ 21-03**  
**RFQ Submission Checklist – APPENDIX #2**  
**Page 1 of 3**

Please check the appropriate boxes for the items that are applicable to your company:

**Tab 1: Minimum Requirements**

- ☐ Letter of Intent
- ☐ Proposal Submission-Form 1
- ☐ Vendor Business Profile-Form 2
- ☐ W9 Taxpayer (<http://www.irs.gov/pub/irs-pdf/fw9.pdf> )
- ☐ Drug-Free Workplace-Form 3
- ☐ Minimum Qualifications-Form 4
- ☐ Minority/Women Owned/Service-Disabled Veteran Business Enterprise Designation Declaration-Form 5
- ☐ Equal Opportunity Statement-Form 6
- ☐ Conflict of Interest Statement-Form 7
- ☐ Statement on Public Entity Crimes-Form 8
- ☐ Corporate Information: Copy of the certification from Florida or evidence of Authority to conduct business in the State of Florida
- ☐ Subsidiaries
- ☐ History of Firm
- ☐ Proof of insurance and licenses

**SOUTH FLORIDA STATE COLLEGE**  
**Professional Architectural Services for Minor Projects on a Continuing Basis**  
**RFQ 21-03**  
**RFQ Submission Checklist – APPENDIX #2**  
**Page 2 of 3**

**Tab 2: Professional Qualifications/Project Staffing**

- ☐ Information described in instructions for Tab 2

**Tab 3: References and Experience**

- ☐ Information described in instructions for Tab 3

**Tab 4: Methodology**

- ☐ Information described in instructions for Tab 4

**Tab 5: Financial Capacity**

- ☐ Information described in instructions for Tab 5

**Tab 6: Insurance Requirements**

- ☐ Information described in instructions for Tab 6

**Tab 7: Firm's Current Workload and Capacity**

- ☐ Information described in instructions for Tab 7

**Tab 8: Information Systems**

- ☐ Information described in instructions for Tab 8

**Tab 9: Disputes, Litigation and Defaults**

- ☐ Dispute Disclosure-Form 9  
☐ Information described in instructions for Tab 9

**SOUTH FLORIDA STATE COLLEGE**  
**Professional Architectural Services for Minor Projects on a Continuing Basis**  
**RFQ 21-03**  
**RFQ Submission Checklist – APPENDIX #2**  
**Page 3 of 3**

**Tab 10: Distance to Sites**

- ☐ Information described in instructions for Tab 10

**Other:**

- ☐ Proposal envelope/box is marked accordingly
- ☐ Required number of proposal submittals: one (1) original signed in blue ink, one (1) hard copy, and (1) electronic copy of RFQ submittals
- ☐ One (1) Copy of Financial Statement (separate envelope marked confidential)

**SOUTH FLORIDA STATE COLLEGE**  
**Professional Architectural Services for Minor Projects on a Continuing Basis RFQ 21-03**  
**Proposal Submission – FORM 1**  
**Tab 1**

This is to certify that I (Proposer) have read and understood the terms, conditions, specifications, and other instructions contained in this request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the Proposer.

Proposer: \_\_\_\_\_

Signature/Title: \_\_\_\_\_

Proposing as (Company Name): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Website: \_\_\_\_\_

## FORM 2 – Tab 1



### VENDOR BUSINESS PROFILE

COMPANY INFORMATION					
Company Name					
Web Page Address					
Mailing Address	City	State	ZIP (9-Digit)	-	
Physical Address	City	State	ZIP (9-Digit)	-	
Phone # - -	Fax # - -	E-Mail:			
Contact Person		Title			
This firm is a <input type="checkbox"/> Division <input type="checkbox"/> Subsidiary <input type="checkbox"/> Affiliate <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor					
Street Address of Parent Company (Mandatory)		City	State	ZIP (9-Digit)	-
BUSINESS CLASSIFICATION					
This firm is a: <input type="checkbox"/> Manufacturer <input type="checkbox"/> Dealer <input type="checkbox"/> Wholesale Distributor <input type="checkbox"/> Broker <input type="checkbox"/> Service <input type="checkbox"/> Contractor <input type="checkbox"/> Other _____					
CAPABILITIES List Product(s) and/or service(s) offered, and special capabilities. (attach sheet if necessary)					
PRINCIPAL OFFICIALS Please list your company's principal officials (Ownership must total 100%)					
Full Name	Official Capacity	% Ownership	Race	Gender	Family Relationship (if any)
BUSINESS TYPE INFORMATION (Please refer to the opposite side of this page for Business "TYPE" Definitions.)					
Please check appropriate box (Check one only).					
<input type="checkbox"/> Foreign Owned Business	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Women Owned Business			
<input type="checkbox"/> Small Business	<input type="checkbox"/> Government Entity	<input type="checkbox"/> Non-Profit Business			
<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual, Self Employed	<input type="checkbox"/> Partnership/Joint Venture, Estate/Trust			
<input type="checkbox"/> Service Disabled Veteran Owned Business					
Payment Terms and Discounts: (Do you accept: Credit card payment ( ) ; ACH payment ( ))					
Are you currently on the Convicted Vendor List following a conviction for public entity crime? <input type="checkbox"/> Yes (attach explanation) <input type="checkbox"/> No					
Business References Provide three references who have had a regular and ongoing relationship with your company:					
Company Name	Address	Contact	Phone Number		
			- -		
			- -		
			- -		
I certify that the information supplied herein (including all attachments) is correct to the best of my knowledge. I further rectify that in doing business with the State of Florida, my firm complies with chapter 112 Florida Statutes, conflicts of interest, and that I have disclosed the name of any state employee who owns, directly or indirectly, an interest of five percent or more in the above firm or any of its branches. A vendor submitting this form does not constitute approval of your firm as a South Florida Community College vendor, nor does it obligate the college to solicit requests for quotations.					
Provide current Certificates of Insurance, Business Licenses and W-9/W-8 form applicable to your business with this application. Please return this Profile and U.S. Tax Form with original Signature (blue ink) for our records. Social security numbers and Employer Identification Numbers (EIN) collected on the US tax forms will be used for information reporting to the Internal Revenue Service pursuant to Section 6109 Title 26 US Tax Code.					

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Business Type Definitions

1. **CORPORATION OR PROFESSIONAL ASSOCIATION** – A corporation formed under the laws of any state within the United States.
2. **SMALL BUSINESS CONCERN** – The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern operated for profit, which is independently owned and operated, is not dominant in the field of operations and meets the size standards as prescribed in government regulations. Consult your regional or district SBA office if further clarification is needed.
3. **MINORITY BUSINESS CONCERN** – Minority Business Enterprise is a business concern which is (a) at least fifty-one percent (51%) unconditionally owned by one or more minority individuals; or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more minority individuals; and (b) whose management and daily business operations are controlled by one or more of such individuals. **CONTROL**, as used in this clause, means exercising the power to make policy decisions. **OPERATE**, as used in this clause, means being actively involved in the day-to-day management of the business.

Business owners **who are U.S. citizens** and who certify that they are members of named groups (Black Americans, Asian/Pacific Americans, Hispanic Americans, and Native Americans) are to be considered minority, and other minorities found to be disadvantaged by the Administration pursuant to Section (a) of the Small Business Act.

Asian/Pacific American – A U.S. citizen whose origins are from Bangladesh, Cambodia, China, Guam, India, Japan, Korea, Laos, Pakistan, the Philippines, Samoa, Taiwan, the United States Trust Territories of the Pacific, Northern Mariana Islands or Vietnam and who is regarded as such by the community of which the person claims to be a part.

Black American – A U.S. citizen having origins in any of the Black racial groups of Africa, and regarded as such by the community of which the person claims to be a part.

Hispanic American – A U.S. citizen of true-born Spanish heritage (true-born meaning “authentically” or “genuinely” as per Webster) from any of the following: Central America, Cuba, Mexico, Puerto Rico, or South America. The Hispanic may not have European ancestors other than Spanish.

Native American – A U.S. citizen who is American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American Tribe, band or otherwise organized group of native people who are indigenous to the Continental United States or who otherwise have a special relationship with the United States or a state through treaty, agreement or some other form or recognition. This includes an individual who claims to be an American Indian and who is regarded as such by the Indian Community of which the persons claims to be a part.

4. **WOMEN-OWNED BUSINESS CONCERN** – The term “women-owned business” means small business concerns that are at least fifty-one percent (51%) owned by women who are United States citizens, and who also control and operate the business. **CONTROL**, as used in this clause, means exercising the power to make policy decisions. **OPERATE**, as used in this clause, means being actively involved in the day-to-day management of the business.
5. **SERVICE-DISABLED VETERAN OWNED BUSINESS CONCERN** – As certified by the State Department of Management Services.
6. **NON-PROFIT BUSINESS CONCERN** – Section 501(c) (3) Internal Revenue Code
7. **FOREIGN-OWNED BUSINESS CONCERN** – A foreign entity formed under the laws of a country other than the United States or an individual who is not a U.S. tax resident.

**SOUTH FLORIDA STATE COLLEGE**  
**Professional Architectural Services for Minor Projects on a Continuing Basis**  
**Drug Free Workplace – FORM 3**  
**Tab 1**

PROJECT (RFQ, RFQ, ITN, BID) NUMBER: 21-03

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 above requirements.

\_\_\_\_\_  
Proposer's Authorized Signature

\_\_\_\_\_  
Date

South Florida State College (revised 10/18/2018)



**SOUTH FLORIDA STATE COLLEGE**  
**Professional Architectural Services for Minor Projects on a Continuing Basis**  
**RFQ 21-03**  
**Minimum Qualifications – FORM 4**

**Tab 1**

Proposer shall have the following minimum experience. Complete the following items and submit with your proposal:

1. A minimum of five (5) years' experiences as Professional Architectural Services Selection Company.

On what date did your company incorporate in the State of Florida?	
Length of time in business?	Years

2. Have a satisfactory record of past performance.

How many major higher education clients have you contracted with?	#
---	---

3. Have the productive capacity in house to perform scope of work.

How many clients have you contracted with of similar size over the last five (5) years?	#
How many people does your company directly employ?	#

4. Licensing.

Number of years licensed?	Years
License Number?	#

---

Proposer's Signature

Date

## Form 5 – Tab 1



### MINORITY BUSINESS /SMALL BUSINESS/ WOMAN BUSINESS ENTERPRISES CERTIFICATE

I HEREBY DECLARE AND AFFIRM that I am the (Title)

who is a representative of the firm of

that is a minority/small/woman business enterprise (MBE/SBE/WBE) as defined by Florida Statutes and that I have attached any minority certifications available and will provide any additional information requested by SFSC to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operation of (Company)

as well as >51% ownership and control

thereof.

Further, the undersigned does agree to provide SFSC current, complete, and accurate information regarding actual work performed on the project, and to permit an audit and examination of the books, records and files of the above-named company by authorized representative of SFSC. It is recognized and acknowledged that the statements herein are being given under oath and material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon. Termination is understood to include forfeiture of payment for all work not performed at time of notification.

I DO SOLEMNLY DECLARE OR AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Signature of Company's Authorized Representative  
State of \_\_\_\_\_ County (City) of \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20

If woman or minority owned, please Check the appropriate minority group

- ☐ BM African American Male
- ☐ BF African American Female
- ☐ AF Asian/Pacific Islander Female
- ☐ AM Asian/Pacific Islander Male
- ☐ HF Hispanic Female
- ☐ HM Hispanic Male
- ☐ IF American Indian/Alaskan Female
- ☐ IM American Indian/Alaskan Male
- ☐ UF Unknown Female
- ☐ WF White Female

**"Minority/Small/Women Business Enterprises that file false misrepresentation of their MBE/WBE status shall be found guilty of a felony of the second degree and be debarred from bidding at SFSC for no less than 36 months pursuant to 287.094 Florida Statute."**

**SOUTH FLORIDA STATE COLLEGE**  
**Professional Architectural Services for Minor Projects on a Continuing Basis**  
**RFQ 21-03**  
**Equal Employment Opportunity Statement –FORM 6**  
**Tab 1**

The undersigned Proposer, by the signature below, represents that the foregoing information is true and correct. The undersigned Proposer, by the signature below, provides assurances to the College and Foundation of its compliance with Federal, State and County affirmative action and equal employment opportunity requirements.

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

PROPOSER: \_\_\_\_\_

ATTEST:     By:           \_\_\_\_\_

Authorized Signature signed in ink

\_\_\_\_\_  
Typed name of person signing above

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Date Signed \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**SOUTH FLORIDA STATE COLLEGE**  
**Conflict of Interest Disclosure Form – FORM 7**  
**Tab 1**

PROJECT (RFQ, RFQ, ITN, BID) NUMBER: 21-03

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 South Florida State College and South Florida State College Foundation, Inc. Furthermore, all respondents must disclose the name of any SFSC and Foundation 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 and Foundation 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 or Foundation 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 \_\_\_\_\_

South Florida State College (revised 10/16/2018)

**SOUTH FLORIDA STATE COLLEGE**  
**SWORN STATEMENT PURSUANT TO SECTION**  
**287.133(3)(a), FLORIDA STATUTES, ON PUBLIC**  
**ENTITY CRIMES**

**FORM 8 – Tab 1**

---

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]  
by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity

organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_, 20\_\_.

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

Or Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification) My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped  
commission name of notary public)

**SOUTH FLORIDA STATE COLLEGE**  
**Professional Architectural Services for Minor Projects on a Continuing Basis**  
**RFQ 21-03**  
**Dispute Disclosure – FORM 9**  
**Tab 9**

Answer the following questions by placing an "✗" or check "✓" in the box after "YES" or "NO". If you answer "YES", please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this contract.

\* \* \* \* \*

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐

NO ☐

2. Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐

NO ☐

If yes, indicate company name, contact name and telephone number, length of service provided and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐

NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

\_\_\_\_\_  
Proposer (Firm)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Officer)

\_\_\_\_\_  
Officer Title

**END OF RFQ 21-03**