



**Request for Qualifications  
#22-01  
Architectural Services  
For Minor Projects on a Continuing Basis**

Issued by:  
North Florida College  
Procurement Services  
January 14, 2022

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CIP (North Florida College Capital Improvement Plan dated 6/15/21)

### Additional Forms required for submittal:

Forms can be located on College website at <https://www.nfc.edu/about-nfc/procurement-contracts/>

- Conflict of Interest Disclosure Form
- Drug Free Workplace Form
- IRS Form W-9, Request for Taxpayer Identification Number and Certification
- PUR 7068 Form

## SECTION ONE

### INTRODUCTION

#### A. Intent and Purpose

**The District Board of Trustees of North Florida College, Florida, hereinafter referred to as 'College'**, requests qualification statements from licensed architectural firms interested in entering into an agreement to provide architectural services for minor projects on a continuing basis for:

- a) Projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million; or for
- b) Study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or for
- c) Work of a specified nature as outlined in the contract required by the College, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

Architectural services will be for North Florida College, college-wide at its Madison or Suwannee campuses, as well as any other College facilities located within the six-county geographic region of the College (Jefferson, Taylor, Madison, Hamilton, Lafayette, Suwannee). Qualified firms must be licensed in the State of Florida and possess professional service registrations and licenses in accordance with applicable statutes, regulations and rules.

Pursuant to Chapters 1013.45 and 287.055 Florida Statutes, the District Board of Trustees of North Florida College, Florida intends to establish one agreement for the purpose of providing architectural services on a continuing basis college-wide for a period of two (2) years with an option to renew for two (2) additional one (1) year periods beginning on or about March 1, 2022. The College reserves the right, at its' discretion, to select no firms. In addition, nothing herein shall obligate North Florida College to select any particular number of architectural firms. Plans and specifications for North Florida College are subject to reuse in accordance with the provisions of Section 287.055 Florida Statutes.

It is anticipated the professional services will be provided beginning on or about March 1, 2022. The contract term shall be effective for two (2) years ending February 29, 2024, with an option to renew for two (2) additional one (1) year periods ending February 28, 2026.

Interested proposers are advised to thoroughly familiarize themselves with all details contained herein. Interested proposers must be licensed in the State of Florida and meet all other requirements in accordance with applicable statutes, regulations and rules. Professional architectural service companies interested in submitting qualifications must demonstrate relevant experience as later described in this Request for Qualifications.

The College reserves the right, at its' discretion, to waive any informality in the selection process and to reject any or all Statements of Qualification and/or cancel the Request for Qualifications at any time during the solicitation and selection process. The College reserves the right to award a contract to the next qualified proposer if an acceptable contract cannot be negotiated.

#### B. Project Description

- Project: Architectural services for construction projects on a continuing basis for:
- a) Projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million; or for
  - b) Study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or for
  - c) Work of a specified nature as outlined in the contract required by the College, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

Locations: North Florida College College-Wide

Madison Campus 325 NW Turner Davis Drive Madison, FL 32340	Live Oak Campus 210 Ohio Ave N Live Oak, FL 32064	Other locations, as applicable, throughout the College's six-county District
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For information purposes, the North Florida College Capital Improvement Program Report (or CIP) can be located at the following website: <https://www.nfc.edu/about-nfc/procurement-contracts/>.

Most of the projects are expected to be located at the Madison campus. North Florida College will utilize a professional architectural firm as part of a team to perform construction, remodeling and renovation projects. The professional architectural firm may be requested to perform programming, schematic work, design development and provide construction documents and/or any other portion of the project(s).

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

It is anticipated the professional services will be provided beginning on or about March 1, 2022. The contract term shall be effective for two (2) years ending February 29, 2024, with an option to renew for two (2) additional one (1) year periods ending February 28, 2026.

#### C. North Florida College Informational Facts

North Florida College was established by the Legislature in 1957 and serves the six-county geographic region of the following counties: Hamilton, Madison, Lafayette, Suwannee and Taylor. The main campus is located in Madison, Florida. For more information, please visit our Website <https://www.nfc.edu>.

A typical schedule for the College has the campuses open for classes from 8:00AM EST to 4:30PM EST, Monday through Friday, with reduced schedules and/or special classes and/or college sponsored events on Saturdays and Sundays. There are normally two breaks during the year, one in the spring months and the other during the December holiday season. While the spring break is one week in duration, the December holiday break may be one to two weeks in duration. The College will supply to the vendor, upon request, an annual College calendar which provides information on term dates, closed dates, graduation dates, etc.

## **SECTION TWO**

### **GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS**

A. Definitions

**NFC:**

The District Board of Trustees of North Florida College, Florida; the 'College'

**RFQ:**

Request for Qualifications; a formal request soliciting qualifications

**PROPOSER/RESPONDENT:**

An individual, firm, partnership, corporation, association or other legal entity permitted by law to provide professional architectural services for educational entities and who submits a response to the RFQ

**RESPONSE/PROPOSAL/SUBMITTAL:**

Qualifications and other information submitted in response to an RFQ

**EVALUATION TEAM:**

Comprised of college staff; established to review and score the submittals in accordance with the criteria and make recommendation for award; an appointed member of college staff will serve as the nonvoting chairperson

**CONTRACTOR/VENDOR:**

A company or person which is awarded the RFQ/agreement

B. Time Line of Items Due

NFC NO.	RFQ 22-01
RFQ Information:	Micah Rodgers <a href="mailto:procurement@nfc.edu">procurement@nfc.edu</a>
RFQ Issue Date:	1/14/2022
Submittal Information is available electronically at websites:	<a href="https://www.nfc.edu/about-nfc/procurement-contracts/">https://www.nfc.edu/about-nfc/procurement-contracts/</a>
Last day to request information or any and all questions	1/31/2022 4:30 p.m. EST
Submission Deadline	2/7/2022 2:00 p.m. EST See Section 3 Part A
Oral Evaluation Committee Meeting of Finalist:	2/11/2022 2:00p.m. TBD
North Florida College District Board of Trustee Meeting:	2/15/2022

C. Point of Contact

The College's point of contact for all matters relating to this RFQ is Micah Rodgers, Chief Business Officer. If there are any questions concerning the RFQ, direct in writing, to NFC VIA email [procurement@nfc.edu](mailto:procurement@nfc.edu). **Neither questions nor answers will be provided via phone or in person.** The last day to submit questions will be the end of business (4:30 p.m. EST) on January 31, 2022. Questions received after January 31, 2022 will not be answered.

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the College posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or agent of the College concerning any aspect of this solicitation,

except in writing to NFC or as provided in the solicitation documents. Violations of this provision may be grounds for rejecting a response.

#### D. Interpretation of Documents/Written Addenda

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

A written addendum may be issued by NFC prior to the RFQ submittal date, supplementing, modifying or interpreting any portion of this RFQ and same will be posted on the College's website: <https://www.nfc.edu/about-nfc/procurement-contracts/>. No verbal or written information from other sources are authorized as representing the College.

In case the College finds it expedient to supplement, modify or interpret any portion of the RFQ document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFQ and posted at the following website: <https://www.nfc.edu/about-nfc/procurement-contracts/>.

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

#### E. Delays

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

#### F. Proposal Withdrawn

Respondents may withdraw their proposals by notifying NFC in writing at any time prior to the time set for the submittal deadline. These notices may be provided to NFC in person, or emailed to [procurement@nfc.edu](mailto:procurement@nfc.edu). Once opened, proposals become the property of NFC and will not be returned to the respondents.

#### G. 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 evaluation team, unless specifically requested by NFC.

#### H. Award/Contract

The College intends to select the most responsible and responsive proposer that can demonstrate in their written response and in their oral presentation quantitative and qualitative information based on the criteria contained herein. The proposer understands that this RFQ does not constitute an agreement or contract with the proposer. An official

contract or agreement is not binding until all related documents are reviewed and accepted by appointed staff, approved by the appropriate level of authority within NFC and executed by the parties.

The written responses are considered phase one of the screening selection process with oral presentations considered phase two of the screening selection process. Phase one and phase two are evaluated separately and, at no point, are combined to represent an overall score. The College reserves the right to select a proposal which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award by the District Board of Trustees, the agreement will be executed between the College and selected vendor.

The District Board of Trustees of North Florida College, Florida intends to establish an agreement for the purpose of providing architectural services on a continuing basis college-wide.

It is anticipated the professional services will be provided beginning on or about March 1, 2022. The contract term shall be effective for two (2) years ending February 29, 2024, with an option to renew for two (2) additional one (1) year periods ending February 28, 2026.

#### I. Termination

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

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

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

In the event of termination by the College for any cause, the vendor will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the College, the vendor shall:

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

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

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



J. Proposal Preparation Costs

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

K. Accuracy of Proposal Information

Any proposer which submits in its proposal to NFC any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

L. News Releases

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

M. Public Entity Crimes

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

N. Public Records

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

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

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

A resulting contract shall contain the following language:

- 1) Vendor, while acting on behalf of the College, shall keep and maintain public records required by the College to perform the service
- 2) Upon request from the College's custodian of public records, vendor shall provide the College with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in under Chapter 119, Florida Statutes or as otherwise provided by law
- 3) In the event of a public records request pertaining to records in vendor's possession or control:
  - a) The vendor shall promptly provide the College copies of all records created or maintained in the course of performance under this contract or all such records to be inspected and copied within a reasonable amount of time
  - b) If the vendor fails to supply such records or make the records available within a reasonable amount of time, then the College may apply to a state court of competent jurisdiction for an order compelling the production of such records. In the event the College seeks mandatory injunctive relief, vendor waives the requirement that the College must first prove: (a) its lack of an adequate remedy at law (b) the irreparable harm absent entry of the injunction, or (c) that injunctive relief will serve the public interest
- 4) Upon the completion of the contract, the vendor shall:
  - a) Transfer, at no cost, to the College all public records in possession of the vendor and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements or
  - b) Keep and maintain public records required by the College to perform the service and shall meet all applicable requirements for retaining public records
- 5) All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- 6) Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the College

**7) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KIM SCARBORO, AT (850) 973-1613, [scarborok@nfc.edu](mailto:scarborok@nfc.edu), NORTH FLORIDA COLLEGE, 325 NW TURNER DAVIS DRIVE, MADISON, FLORIDA 32340.**

O. Acceptance/Rejection

NFC reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. NFC reserves the right to make the award to that proposer who, in the opinion of NFC, will be in the best interest of and/or the most advantageous to NFC. NFC reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in NFC's opinion, is not in a position to perform properly under this award. NFC reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

P. Conflict of Interest

All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of North Florida College. Further, all respondents must disclose the name of any College employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches. Should the awarded proposer permanently or temporarily hire any college employee who is, or has been, directly involved with the proposer prior to or during performance of the resulting agreement, the agreement shall be subject to immediate termination by the College. The Conflict of Interest Disclosure Form shall be completed and submitted as part of the proposal response. The Conflict of Interest Disclosure Form can be found at the following website address: <https://www.nfc.edu/about-nfc/procurement-contracts/>.

Q. Relationship of Parties

The vendor is an independent contractor and will furnish services upon its own credit rather than as an employee, agent or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the vendor; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from College to vendor or the employees, agents or public servants of the vendor. Vendor will be solely and entirely responsible for vendor's acts and for the acts of vendor's agents, employees and public servants during the performance of the agreement.

R. Personnel

Vendor, for the life of contract and any subsequent renewals, shall comply with any North Florida College operating procedure requiring college operators, vendors, contractors and associates on any North Florida College campus to submit to a fingerprint-based state and federal criminal history check as set forth under Florida Statute 1012.467 or any other fingerprint identification check as deemed necessary and requested by North Florida College. Vendor shall, when so requested by North Florida College, pursuant to a Florida Statute 1012.467 request, comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any vendor employees or agents working under this contract.

S. 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), OSHA regulations, and all Civil Rights legislation.

T. Equal Opportunity Statement

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

#### U. Drug/Alcohol Free Workplace

North Florida College believes in a drug free workplace and is committed through in-house policies to this objective. The vendor shall have similar policies for employees assigned to the College. The proposer shall complete and submit the "Drug Free Workplace Form". The form can be found at the following website: <https://www.nfc.edu/about-nfc/procurement-contracts/>.

#### V. E-Verify

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

#### W. Taxes/Licenses/Permits

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

#### X. Patents and Copyrights

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

#### Y. College Liability

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

#### Z. Vendor Liability

The Vendor shall purchase and maintain, during the term of agreement, insurance policies described herein issued by companies licensed in Florida possessing a minimum A.M. Best Company rating of no less than A-VI. Certificates of Insurance (Form ACORD 25; 2010/05) and Occupational/Professional Licenses carried by the vendor shall be furnished to the College prior to commencement of work and annually thereafter as applicable. Submit via US postal service or when possible, electronically submit Certificates of Insurance to [procurement@nfc.edu](mailto:procurement@nfc.edu). The vendor must be licensed or approved to do business within the State of Florida.

With the exception of Professional Liability, Pollution Liability (if applicable) and Workers' Compensation, all policies must name the District Board of Trustees of North Florida College, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 2010, 2004 Edition or equivalent).

The Certificate Holder and Additional Insured shall be known and identified on the ACORD Certificates as follows:

The District Board of Trustees of North Florida College, Florida  
ATTN: Director of Employee Services  
325 NW Turner Davis Drive  
Madison, Florida 32340

Should any of the policies required herein be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of the Certificate Holder to demand a certificate or other evidence of full compliance with insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured's obligation to maintain such insurance.

Failure to maintain the required insurance may result in termination of the agreement at the Certificate Holder's option. By requiring this insurance, the College does not represent that coverage and limits will necessarily be adequate to protect the Insured and such coverage and limits shall not be deemed as a limitation of Insured's liability under the terms of the agreement. Vendor shall insure that all subcontractors comply with the same insurance requirements that the vendor is required to meet.

#### Minimum Insurance Coverage and Requirements:

Prior to the commencement of work, the vendor must obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the Project. By requiring such minimum insurance, North Florida College shall not be deemed or construed to have assessed the risk that may be applicable to the vendor. The vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The vendor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability and Pollution Liability (if applicable).

#### i. Coverage:

1. Commercial General Liability – ISO CG 001 Form or equivalent. Coverage to include:
  - Premises and Operations
  - Personal/Advertising Injury
  - Products/Completed Operations
  - Broad Form Property Damage
  - Independent Contractors
2. Automobile Liability including all:
  - Any Auto (owned, non-owned, hired)
  - Personal Injury Protection (when applicable)
3. Workers' Compensation
  - Statutory Limits as per Florida Statute 440 including Employer's Liability
4. Excess/Umbrella Liability (as needed)
  - Excess of Commercial General Liability, Automobile Liability and Employer's Liability;
  - Coverage should be as broad as primary
5. Professional Liability – the policy/coverage shall be amended to include the following:

- a) Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written agreement provided such liability is caused by your wrongful acts
- b) Claims alleging improper supervision of sub-consultants
- c) Representative Insured Wording amended to include past principals/employees
- d) Cancellation Clause shall provide written notice prior to cancellation to College
- e) Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy; the declaration page shall show the other policy is intended to function as excess, and shall be shown on the declarations page of this policy
- f) Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the Insured, shall not in itself constitute knowledge by the Insured, unless an officer, owner, partner, or principal of the Insured shall have received such notice

ii. Limits:

1. Required Limits:

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

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

2. Additional Requirements:

- a) Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, North Florida College
- b) Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from North Florida College
- c) Include a Separation of Insured Clause (Cross Liability) for all liability policies

- d) The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration.
- e) Provide uninterrupted Professional Liability for three (3) years after contract end date.

#### AA. Audit

All of the vendor's correspondence, records, vouchers and books of account, insofar as work done or money expended under the contract is concerned, may be subject to inspection by College personnel working in an internal auditing capacity and/or external auditors, including legislative auditors. The audit inspection may occur at any time during the term of the contract and for a period of five (5) years after the completion of the contract. All records shall be retained in accordance with Section Two (2), Letter M of this RFQ.

#### BB. Protest

Any Notice of Protest involving the specifications/terms/conditions or any other aspect of the RFQ must be filed in writing within seventy-two (72) hours after the posting of the solicitation. Formal written protest must be filed within ten (10) days after the date of the Notice of Protest is filed; noting references to the specific statutes the protest is based upon. Failure to file a Notice of Protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

Following phase one and phase two of the Screening Selection Process and prior to the intended award being presented to the North Florida College District Board of Trustees, it is the sole responsibility of all prospective proposers to visit the website <https://www.nfc.edu/about-nfc/procurement-contracts/> to view the intended award public posting on the date specified in Section Three, Letter B of this solicitation. Failure to file a written protest to NFC within the time prescribed (72 hours) in section 120.57(3) (b), Florida Statutes, shall constitute a waiver of protest proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the approved recommendation for award.

#### CC. Disputes

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

#### DD. Miscellaneous

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

The College has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Florida Statutes Section 1010.04.

#### EE. Indemnification

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

FF. Proprietary Material

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

GG. Ownership of Work Products

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

HH. Oral Presentation

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

II. Errors and Omissions

The proposer is expected to comply with the true intent of this RFQ, taken as a whole, and shall not avail itself of any errors or omissions to the detriment of the service. If proposer suspects any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify the College, in writing, and the College shall issue and post a written addendum. The proposer is responsible for the contents of its qualification and for satisfying the requirements set forth in the RFQ.

JJ. Firm's Responsibility

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

KK. Qualification Rejection

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

LL. Performance Inquiry

As part of the evaluation, the College may make inquiries to determine the ability of the proposer to perform the work. The College reserves the right to reject any qualification if the proposer fails to satisfy the College with proper qualifications to carry out the obligations of a resulting agreement.

MM. Severability

If any provisions of the agreement resulting from this RFQ is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of any resulting agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an



administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

NN. Prohibition Against Assignment

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

OO. Availability of Funds

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

## SECTION THREE

### SUBMITTAL INSTRUCTIONS, DATES AND SELECTION PROCESS

#### A. Instructions for Submittal of Responses

If there are any questions concerning the RFQ, direct in writing VIA email [procurement@nfc.edu](mailto:procurement@nfc.edu). Neither questions nor answers will be provided verbally. The last day for questions is 1/31/22 prior to 4:30 pm EST.

The response shall be submitted in a sealed envelope/box with "RFQ #22-01 Architectural Services Minor Projects Continuing Basis" clearly indicated on the outside of the envelope/box.

**Submit to:**      **North Florida College**  
**ATTN: RFQ – Architectural Services**  
**Employee Services, Building 3**  
**325 NW Turner Davis Drive**  
**Madison, Florida 32340**

**One (1) original and six (6) copies** of the response must be furnished on or before the stipulated deadline. **Response must arrive at the address listed above PRIOR TO 2:00 P.M. EST on Monday, February 7, 2022 to be considered.** **Responses received after 2:00 P.M. EST on 2/7/22 will NOT be considered.** In addition, responses received via Facsimile or Email will NOT be considered. If not responding to the RFQ, please submit a "No Response" in the form of a letter to NFC.

Proposers that do not comply with the college's procedures or deadlines established will not be considered. All submittal information received will be retained by the College. Proposals received after the stipulated date and time will not be accepted and will be returned unopened to the proposer. Proposals that do not comply with the instructions set forth, and/or do not include the qualifying information required, may be considered incomplete and may be rejected.

Proposers are cautioned that they are responsible for delivery to the specific location cited in the RFQ. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the specific address and office location. This office will not be responsible for deliveries made to any place other than the specified address and office location.

The College shall in no way be responsible for delays caused by any occurrence. The time/date stamp clock located in Employee Services in Building 3 at 325 NW Turner Davis Drive, Madison, Florida 32340 shall serve as the official authority to determine receipt of any proposal. The RFQ submittal time/date must be, and shall be, scrupulously observed. Proposals received after the specified time and date shall be considered nonresponsive and therefore not eligible for consideration.

Proposals will be evaluated by an evaluation team in accordance with procedures of Chapter 287.055, Florida Statutes. The College reserves the right to reject any or all proposals when it feels it is in the best interest of the College. Based on the evaluation of the written responses in Phase I of the screening selection process, proposers will be ranked and a minimum of three proposers will be required to discuss their responses and participate in an interview/presentation to the evaluation team during Phase II of the screening selection process.

All information submitted by proposers is subject to the Laws of Perjury as set forth in Chapter 837, Florida Statutes. In the event a proposer is found to have committed perjury, such proposer shall be ineligible for consideration for future projects.

**B. Request for Qualifications Pertinent Dates**

Legal Ad to be advertised:	Website – January 14, 2022 Wednesday, January 19, 2022
Last Day for Questions:	Prior to 4:30 P.M. Eastern Time Wednesday, January 31, 2022
RFQ Submittal:	Monday February 7, 2022 PRIOR TO 2:00 P.M. EST North Florida College ATTN: RFQ – Architectural Services Employee Services, Building 3 325 NW Turner Davis Drive Madison, Florida 32340
Oral Evaluation Committee Meeting of finalist:	Friday, 2/11/22 2:00 P.M. Location TBD
District Board of Trustee Meeting	Tuesday, February 15, 2022

Recommendation for intended award to be posted on website on or about Monday February 14, 2022  
<https://www.nfc.edu/about-nfc/procurement-contracts/>

**C. Screening Selection Process/Evaluation Criteria**

**SCREENING SELECTION PROCESS/EVALUATION**

In order to facilitate review by the evaluation team, proposers are requested to respond and index their written responses with the same tab notations as contained herein (Phase I Evaluation Criteria). Written responses must be typed and shall not exceed seventy-five (75) pages, including charts and pictures. Responses should be prepared simply and economically providing a thorough, clear and concise delineation of all information submitted. Color displays and promotional materials are neither required nor desired. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes or corrections will be allowed after responses are opened.

The College will organize an evaluation team who will review independently the first seventy-five (75) pages submitted of responsive proposals as part of phase one of the screening selection process. The evaluation team will meet in a phase one public evaluation meeting (see schedule in Section Three, Letter B of this solicitation) and individually assign phase one written evaluation points for each criterion as defined herein.

In phase one of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each proposer's written response. All of the evaluation team members' individual maximum points per

proposal will be totaled and an average score will be calculated. Based on the average calculated score, the proposers will be ranked highest to lowest with 100 average score being the highest. A minimum of three (3) of the top ranked proposers will be short listed and asked to return for phase two of the screening selection process.

**The following Tab One (1) to Tab FOUR (4) represents the Evaluation Criteria utilized in Phase One (1):**

**TAB ONE: Qualifications/Staffing (0-25 Points)**

Provide the following information as it relates to the proposed project team's qualifications and staffing:

- a) Professional qualifications and capabilities of the firm and specific individuals to be assigned to the project. Resumes must be included and should include the following information:
  - Name/Title/Name of Firm/Project Assignment
  - Years of experience in role with current firm and in a similar role with other firms
  - Education, certifications, active licenses and/or registrations and/or special training
  - Other experience and qualifications that may be relevant to the project (i.e. sustainability experience, similar projects)
- b) Describe current workload commitments and ability to staff NFC continuing service projects of all sizes at any of the NFC locations.

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

**NOTE:** It is preferred that key personnel, specialists and individual consultants be present and participate in the phase two presentation (interview) of the screening selection process if selected for participation.

**TAB TWO: References/Experience (0- 45 Points)**

Provide at least 3, no more than 5, examples of continuing service contracts similar in nature to those described herein; provide the following information:

- a) Project owner name (include contact name/email address) and location(s) of work
- b) Term of continuing service contract(s)
- c) Document history of meeting project schedules
- d) Document history of accomplishing services within established budget, include planned vs. actual
- e) Document cost savings and/or cost increases

**OR**

If proposer has no examples of being awarded a continuing service contract, instead, provide at least 3, no more than 5, previously completed projects that may be similar in nature (i.e. projects that included working with owner **and** had a construction budget of less than \$4 million dollars). Provide the following information:

- a) Project owner name (include contact name/email address)
- b) Scope, size, location and cost of project; include one project photograph; list project team members (i.e. construction manager, engineer, subs, proposer's individual team members)
- c) Document the ability to meet the project schedule
- d) Document the ability to complete the project within the established budget, include planned vs. actual
- e) Document all cost savings realized; include cost increases, if any, and why

**DO NOT include** NFC projects in any examples **and DO NOT include** NFC former or current employees or NFC District Board of Trustees former or current Board Members as references.

Consideration will be given to, but not limited to, similar higher education facilities experience in the State of Florida as well as those teams that have the ability to provide good design solutions that ensure maintenance of user satisfaction while maintaining project budget constraints and the ability to work with construction managers and/or owners. In addition, the College will consider the ability to provide other services, such as construction administrator services. Lastly, the College may consider the proposer's past performance with the College on projects awarded and completed. Not having a past performance record with the College will not negatively impact a proposer.

**TAB THREE: Methodology (0-25 Points)**

Describe methodologies employed that document the capabilities of proposer to work collaboratively with the College to successfully manage quality, cost, time and scope when providing architectural services in areas to include, but not limited to, programming, schematic design, design development, contract documents, contract administration, as-built documents post construction services, and construction administrator services.

Describe firm's ability to fast track projects whether the construction budget ranges from small (i.e. \$100,000) to just under \$4 million.

**TAB FOUR: Required Documents (0-5 Points)**

- a) **SUBMIT** a properly executed "Conflict of Interest Disclosure Form". The form can be found at the following website: <https://www.nfc.edu/about-nfc/procurement-contracts/>
- b) **SUBMIT** a properly executed "IRS Form W-9, Request for Taxpayer Identification Number and Certification". IRS Form W-9 can be found at the following website: <https://www.nfc.edu/about-nfc/procurement-contracts/>
- c) **SUBMIT** a properly executed "PUR7068 Form". Form "PUR7068" can be found at the following website: <https://www.nfc.edu/about-nfc/procurement-contracts/>
- d) **Provide documentation** of all **licenses** required by the State of Florida to perform the duties required by the project specific to the proposing architectural firm
- e) In Section Two of this RFQ #22-01, vendor liability requirements are provided that depicts the requirements vendor needs to adhere to in the event a respondent is awarded a contract as a result of RFQ #22-01. **Provide Certificate of Insurance copies depicting current and active insurance coverage AND confirming workers' compensation, public liability and property damage as required by law.** Respondents acknowledge and agree to purchase and maintain insurance coverage and limits as noted in Section Two of this RFQ prior to entering into any contract with the College and will maintain coverage and limits as required.

**SCREENING SELECTION PROCESS/EVALUATION CRITERIA PHASE TWO (2):**

An oral presentation (interview) will be conducted with the highest ranked short listed firms as a result of phase one of the screening selection process. The short listed firms will be notified of the date and time allotted for their presentation (interview) as well as the evaluation criteria to be used in the evaluation of the presentations. The evaluation team will meet in a phase two public evaluation meeting immediately following the last scheduled presentation and evaluate the presentations based on the evaluation criteria for phase two of the screening selection

process. Evaluation team members will individually assign phase two written evaluation points for each criterion. Phase one and phase two are evaluated separately and, at no point, are combined to represent an overall score.

In phase two of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each proposer's presentation (interview). All of the evaluation team members' individual maximum points per proposer will be totaled and an average score will be calculated. Based on the average calculated score, the proposers will be ranked highest to lowest with 100 average score being the highest. The ranking will be presented to Administration.

The College reserves the right to select proposals which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award by the District Board of Trustees, an agreement will be executed between the College and selected vendor.

**The following Tab One (1) to Tab Three (3) represent the Evaluation Criteria utilized in Phase Two (2):**

**TAB ONE: Introduction/Workloads (0-30 Points)**

Briefly provide an understanding of the project and describe qualifications, staffing and experience as presented in phase one, tabs one and two, concentrating on projects accomplished in higher educational facilities in the State of Florida. Demonstrate capacity to provide services on a timely basis by comparing the total man-hour potential of the firm with the currently committed future man-hours to be allocated to other projects and clients. Describe techniques used in order to accomplish a heavy work-load that may exceed current weekly/monthly capacity especially if a project is considered 'small' (i.e. construction budget of \$100,000).

**TAB TWO: Quality Control/Communication (0-25 Points)**

Concentrating on higher educational facility projects accomplished, describe and provide examples of methods and coordination between drawings, other disciplines involved in the project, field work, owner standards, etc. that ensure quality control.

Describe communication methods with all stakeholders of a project. Include items such as, but not limited to, types of records, reports, monitoring systems and information management systems used by firm to aid in communication.

**TAB THREE: Methodology/Schedule (0-45 Points)**

Illustrate methodologies employed by your company to work collaboratively with the College and other disciplines throughout the balance of any project, including the ability to provide construction administration services. Describe methodologies to include, but not limited to, programming, schematic design, design development, contract documents, contract administration, as-built documents and post construction services and how can these methodologies be adjusted quickly due to project type/cost, especially with fast-track projects that may be relatively small in nature in scope and/or budget.

**INTENDED AWARD POSTING**

Following phase one and phase two of the Screening Selection Process, it is the sole responsibility of all proposers to visit the website <https://www.nfc.edu/about-nfc/procurement-contracts/> to view the intended award public posting on the date specified in Section Three, Letter B, of this solicitation.

**<END OF RFQ 22-01>**