

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS



ARCHITECTURAL AND ENGINEERING SERVICES

Request for Qualifications Number 2009-009

RESPONSES ARE DUE BY: May 1, 2009

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing Office
196 Ochlockonee Street
PO Box 309
Crawfordville, FL 32326

Contact: Deborah DuBose at 850.926.9500 or via e-mail at
ddubose@mywakulla.com
850.926.9006 FAX

RFQ Title: Architectural and Engineering Services

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OVERVIEW

Wakulla County, Florida is accepting written proposals from all qualified and interested professional consulting parties to provide Architectural and Engineering Services (AE). The successful party will provide the professional services described herein in support of the County. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth in subsequent work orders related to this document. The successful party will demonstrate qualifications, experience and abilities to successfully accomplish and support all aspects of the prescribed scope of work.

Parties interested in preparing a response to this RFQ must complete the requirements set forth in the attached documents. Under the proposal process of Wakulla County, the conditions as set forth herein are binding to the proposer to the extent you confirm acceptance by your binding signature, by an officer, on the cover letter.

Wakulla County welcomes your response. The County reserves the right to reject any proposal found to be non-responsive, vague or non-conforming. The County also reserves the right at any time to withdraw all or part of this proposal request in order to protect its best interests. The County is not liable for any costs incurred by the party in preparing its response, nor is a response an offer to contract with your firm. Pursuant to Chapter 119, Florida Statutes, all proposal responses are subject to open records laws.

CALENDAR OF EVENTS

All times listed in the Calendar of Events are Eastern Standard Time.

Release of Request for Qualifications	April 24, 2009
Technical Questions due from prospective Respondents (written via fax or e-mail)	May 4, 2009
MANDATORY Pre-Proposal Conference	May 5, 2009
Responses to questions due from the BoCC	May 14, 2009
RESPONSES DUE AND OPENED.	May 21, 2009 at 2:00 p.m.
Evaluation Team Selection process	May 22, 2009 –June 3, 2009
Oral Presentations	June 4-5, 2009*
Posting of Evaluation Team Rankings	June 9, 2009
Board Consideration of Intended Vendor Award	June 16, 2009
Anticipated beginning of work	July 1, 2009

Oral presentations will be conducted of the top 5 ranked firms on June 4, 2009. Should additional time be required, oral presentations will continue on June 5, 2009. The BoCC reserves the right to request oral presentations from any and/or all respondents.

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

GENERAL INSTRUCTIONS TO RESPONDENTS:

Request for Qualifications (RFQ) General Instructions:

1. Items listed on the checklist in this form and all other items required within this RFQ must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

RFQ # 2009-009 Architectural and Engineering Services
Wakulla County
Board of County Commissioners
Wakulla County Board of County Commissioners
(Commissioners Complex)

Hand Delivered--3093 Crawfordville Highway, Crawfordville, FL 32327 OR
196 Ochlockonee Street, Crawfordville, FL 32327
Mailed --Post Office Box 309, Crawfordville, Florida 32326

2. Proposals must be typed in ink. No changes in or corrections will be allowed after the proposals are opened.
3. Proposals must contain one original, manual signature of an authorized representative of the company.
4. Submittals which are received after the closing date will be returned unopened to the submitting firm.
5. Firms responding to this RFQ are expected to examine the specifications, all general and special conditions of the RFQ prior to submission.
6. Any questions concerning the Request for Qualifications process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Debbie DuBose at (850) 926-9500; FAX (850) 926-9006; or e-mail at ddubose@mywakulla.com. Written inquiries are preferred.
7. All prospective Offerors, or their representative, are hereby instructed not to contact any member of the Board of County Commissioners, County Administrator, or Wakulla County staff member other than the contact persons listed above regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your submittal.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO, WHICH VARY FROM THE GENERAL INSTRUCTIONS FOR THIS RFQ WILL TAKE PRECEDENT.

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

MANDATORY REQUIREMENTS:

The Board of County Commissioners has established certain mandatory requirements which must be included as part of any response. The use of the terms “shall”, “must” or “will” (except to indicate simple futurity) in this Request for Qualifications (RFQ) indicate a mandatory requirement or condition. The words “should” or “may” in this RFQ indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such as a desirable feature will not by itself cause rejection of a proposal.

Replies which do not meet all material requirements of this RFQ or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the RFQ are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the Board. Respondents whose replies, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsible.

The Board reserves the right to determine which replies meet the material requirements of the RFQ, and which Respondents are responsible and/or responsive.

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

SCOPE OF SERVICES:

Wakulla County invites qualified firms or individuals to submit their qualifications for consideration to provide Architectural and Engineering Services and other sub-consultant services required for the design and construction of a Leadership in Energy and Environmental Design (LEED) certified by the U. S. Green Building Council, Community Center for Wakulla County. The project site will be located on 3.7 acres off Trice Lane in Wakulla County, with an adjacent county owned property of 5 acres. The site location has ready access to all major roads and is surrounded by most of our major residential communities and the site will serve multiple expanded uses. The facility should be designed in Phase I to have construction capabilities readily anticipated to provide for Phase II inclusion. However, for the purposes of this RFQ respondents should bid on Phase I ONLY at this time. Based on funding, Phase II could occur now or in the future.

Phase I: The scope of this phase is not fully defined. The overall footprint will include roughly 19,800 sq. ft. of heated and cooled space; a multi-purpose area/gymnasium roughly 100x90 sq ft. with dedicated open space and high ceilings to encourage a variety of sports (basketball, volleyball, gymnastics, etc.) This area should include the greatest consideration for expansion in Phase 2. The remaining 10,800 square footage should include such areas as restroom/locker room facilities; potential workout and weight room; kitchen area with dual service to class rooms and gymnasium area; multiple meeting rooms with retractable (example: smart track) walls and a common entry area for security and staffing considerations. Currently the project has an estimated total project budget of \$2.8 million (this figure includes A&E Services as well as Project Management).

Phase 2: Should funding become available, this phase will include the design, development and construction of an expanded Community Center with 3,600 sq. ft. of additional heated and cooled area; 17,400 sq. ft. for a Fire/EMS facility sharing use of a cooler system, common walls and expanded roof system. The Fire/EMS facility should include roughly 3,500 sq. ft. of living area; 3,500 sq. ft. of office, sensitive equipment storage and 5 dual access bays.

The following is a partial listing of the representative services to be provided by the A&E:

1. Site design and site permitting,
2. Schematic, Design Development & Construction Document
3. Construction Administration including submittal reviews and approvals; construction document interpretation; all inspection for all phases; direct material and systems testing; progress meetings; review contractor pay requests and project closeout
4. Permitting
5. Attendance and participation in meetings of the BOCC, staff and citizen groups to provide status and receive input regarding the design of the facility.
6. Budget & Schedule Control

REQUIRED SUBMITTALS

Please provide the following information for each firm that is a part of the team being proposed. Be sure to follow and clearly mark each section of your proposal according to the sections below (A, B, C, etc.).

- A. Firm name or Joint Venture, business address and office location, telephone number.
 1. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available, at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
 2. Address of the office that is to perform the work.
 3. Federal Identification Tax Number or Social Security Number.
- B. The age of the firm, brief history, and average number of employees over the past five years, present size of the firm, nature of services offered, and breakdown of staff by discipline.

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

- C. List projects of a similar nature which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago). Provide contact information for the owner's representative for each project listed.
- D. List outside consultants to be used on this project. When listing consultants, give the respective speciality of the firm.
- E. Give brief resume of key design team members to be assigned to the project including but, not limited to:
 - a. Name & title.
 - b. How many years with this firm: how many years with other firms.
 - c. Experience: types of projects; size of projects (dollar value and SF of project); what was the specific project involvement?
 - d. Education.
 - e. Active professional registration(s); certifications and affiliations of the team members.
 - f. Other experience and qualifications that are relevant to this project.
- F. Provide a statement of your understanding of and approach to the project, how you envision your firm meeting the needs of Wakulla County, and discuss how your qualifications, sub-consultants, and team members best fit this request for services. This section should not exceed fifteen (15) pages in length.
- G. Include a minimum of three (3) client references for which you have performed similar services. References from city, county, municipal governments in rural areas are preferred but not required. Please include a client contact name, address and phone number for each.
- H. Describe the availability of persons responsible for delivery of services.
- I. Compensation will be negotiated with the top ranked firms only after rating has been completed.

EVALUATION CRITERIA AND SELECTION PROCESS:

- 1. The proposals submitted in response to this request will be evaluated by an Evaluation Committee who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of the Evaluation Committee subsequent to the opening of the solicitation shall be public meetings. Notices of all meetings shall be posted in the BoCC Administrative Office and on the county website 72 hrs (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile, telephone or e-mail.
- 2. The selection of a firm and the ultimate execution of a contract, while anticipated, are not guaranteed by the County. The County reserves the right to determine which proposal is in the County's best interest and award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential offerer (after proposals are opened) if such is deemed in the best interest of the County.

EVALUATION CRITERIA	Total Points
EXPERIENCE: Project team experience in past projects of similar magnitude, scope and complexity; the success of these projects as related to meeting budget, scheduled milestones and the expectations of the owner.	35
APPROACH: How the project team will approach the project and the methods they will use to organize, plan, manage, design, and administer the various aspects of the project.	35
QUALIFICATIONS: The qualifications and technical competence of the project team.	20
REFERENCES	5
LOCAL PREFERENCE	5
TOTAL	100

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

3. All proposals will be reviewed and ranked according to competence and qualifications, and offerers may be selected for interviews or oral presentations as may be necessary. The County makes no commitment to any respondent to this RFQ beyond consideration of the written response to this RFQ.
4. The preceding criteria will be used to evaluate proposal responses and select the successful offerer. The selection/evaluation committee reserves the right to expand these criteria to include any other pertinent requirements as necessary or as directed by the Board of County Commissioners.
5. The proposals deemed best by the selection/evaluation committee shall be presented by the County Administrator in the form of an Agenda Request to the Board of County Commissioners, who shall either accept or deny the recommendations of the selection/evaluation committee as presented by the County Administrator.
6. The Board of County Commissioners, or its designee, shall negotiate a contract including price with two of the top ranked proposers in accordance with Florida Statutes (one of which will serve as the alternate contractor).

EXPLANATION TO RESPONDENTS:

Each Respondent shall examine the RFQ documents carefully; and, no later than April 20, 2009 prior to the date for receipt of responses, s/he shall make a written request to the BOCC for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The BOCC will not be responsible for oral clarifications.

No negotiations, decisions or actions shall be initiated or executed by the respondent as a result of any discussions with any County employee prior to the opening of the proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of Consultant.

PREPARATION AND SUBMISSION OF RESPONSES:

One (1) Original and five (5) copies of the response to this RFQ must be submitted in a sealed envelope on or before the deadline. Responses will be retained as property of the County. The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual, all other copies may be photocopies. Facsimiles will not be accepted.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The AE shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Wakulla County, and the State of Florida. Every AE submitting a proposal shall include a copy of the company's local business or occupational license(s) OR provide a written statement on letterhead indicating no license currently exists. Wakulla County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. AE residing or based in another state or municipality, but maintaining a physical business facility or representative in Wakulla County, may also be required to obtain such a license. For information specific to Wakulla County occupational licenses contact the Planning and Community Development Department at (850) 926-3695.

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

If the AE is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the proposal. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status and a Certificate of Good Standing with the Division of Corporations of the State of Florida or such other state as applicable.

STATUS:

The AE shall, at all times relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Wakulla County.

REJECTION OF PROPOSALS:

The BoCC reserves the right to reject any and/or all proposals when such rejection is in the best interest of Wakulla County.

RECEIPT AND OPENING OF PROPOSALS:

Proposals will be opened publicly at the time and place stated in the Request for Qualifications (RFQ). The person whose duty it is to open the proposals will decide when the specified time has arrived and no proposals received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a proposal not properly addressed and identified. At the time fixed for the opening of proposals, the contents of the RFQ form will be made public for the information of Consultants and other interested parties who may be present either in person or by representative.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written or telegraphic request received from respondents prior to the time fixed for opening. Negligence on the part of the respondent in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

SELECTION OF PROPOSAL:

The County will rank firms based solely upon the content of the proposals that are received in response to this RFQ. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Wakulla County. Oral presentations will be conducted of the top 5 ranked firms, 3 (three) of which will be put forward to the Board for final consideration. However, the County reserves the right to request oral presentations from any and/or all respondents. In accordance with Florida Statutes, price will be negotiated with the top ranked firm(s). Should an acceptable price not be reached between the two parties, then negotiations will be closed with the top ranked firm(s) and negotiations will begin with the second ranked firm and with the subsequent firms who responded to the RFQ.

Notice of the intended award is provided through an agenda item to the Board of County Commissioners containing a recommendation of award(s). The agenda for each meeting of the County Commission is available on the County website at mywakulla.com. A firm may request, in their RFQ submittal, a copy of the RFQ tabulation sheet to be mailed in a responding firm-provided, stamped self-addressed envelope for their record.

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

AGREEMENT:

The County will consider the qualifications of each firm with regard to the services required by the County.

After the RFQ selection, the County will, at its option, prepare an agreement specifying the terms and conditions resulting from the award of this RFQ. Every procurement of contractual services shall be evidenced by a written agreement.

The performance of Wakulla County or any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the agreement.

Wakulla County may terminate this Contract without cause, by giving the Consultant thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Consultant such thirty (30) day written notice if, in the opinion of the County, the Consultant is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the contracted firm.

The AE understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the AE in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

AUDITS, RECORDS, AND RECORDS RETENTION:

The Consultant agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the AE will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2, above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

MONITORING:

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the county, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in Request for Proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - a. Individuals or firms which have a home office located within Wakulla, Leon, Gadsden or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of 5%.
 - b. Individuals or firms which do not have a home office located within Wakulla, Leon, Gadsden or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of 3%.
2. Local business definition: For purposes of this section, "local business" shall mean a business which:
 - a. Has had a fixed office or distribution point located in and having a street address within Wakulla, Leon, Gadsden or Jefferson County for at least six (6) months immediately prior to the issuance of the request for proposal by the County; and
 - b. Holds any business license required by Wakulla County; and
 - c. Is the principal offerer who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification: Any vendor claiming to be a local business as defined shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business".

RIGHT TO INSPECT PLACE OF BUSINESS:

The County may, at its discretion, inspect the part of a place of business of a AE or any sub-Consultant which is related to the performance of any contract awarded, or to be awarded, by Wakulla County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Wakulla County.

ASSIGNMENT:

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the AE assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION:

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the AE to provide the defense. The AE acknowledges that ten dollars (\$10.00) of the amount paid to the AE is sufficient consideration for the AE's indemnification of the County.

The firm shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project previously reviewed by the Firm that is found to be defective or not in accordance with the Contract Document and provisions of this agreement as a result of negligent act, error or omission on the part of the Firm, its agents, servants or employees. The Firm shall be given a reasonable opportunity to correct any deficiencies.

ETHICAL BUSINESS PRACTICES:

- a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.
- b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- c. **The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.**

RFQ CHECKLIST:

Please submit the items on the following list and any other items required by any section of this Request for Qualifications. The checklist is provided as a courtesy and may not be inclusive of all items required within this Request for Qualifications:

- _____ Completed RFQ Response Sheet with Signature
- _____ Reference Form
- _____ Certification/Debarment/Suspension
- _____ Public Entity Crimes Statement
- _____ Conflict of Interest Form
- _____ Local Contractor Certification
- _____ Drug Free Workplace
- _____ Equal Opportunity/Affirmative Action Statement
- _____ Non-Collusion Affidavit
- _____ Insurance Statement
- _____ Applicable Licenses/Registrations (include copies)

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

RFQ RESPONSE SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Quote.

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

HOWARD KESSLER, M.D.
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY :

(Authorized Representative)

(Printed or Typed Name)

ADDRESS :

TELEPHONE:

FAX:

ATTACHMENT 1

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

REFERENCE FORM

Respondent's Name: _____

Vendors are required to submit with their response three (3) references, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The BoCC reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS-Provide Three (3)	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature: _____

Title: _____

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

ATTACHMENT 2

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Wakulla County Board of County Commissioners

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, non-jury 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:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. 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

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

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 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 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 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 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 contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS 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 this _____ day of, 200__ .

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of notary public

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

ATTACHMENT 3

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

ATTACHMENT 4

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Wakulla County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

_____ (Name of Corporation, Partnership, Individual, etc.)

a , _____ formed under the laws of _____ (Type of Business) (State or Province)

of which he is . _____ (Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Wakulla County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

_____ AFFIANT'S NAME

_____ AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of 20__.

Personally Known _____ or Produced Identification _____

Type of Identification _____

_____ Notary Public

_____ (Print, Type or Stamp Commissioned Name of Notary Public)

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

ATTACHMENT 5

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

ATTACHMENT 7

DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to quality, and service are received by the County or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 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 this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place no later than five (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 the statement, I certify that this firm complies fully with the above requirements.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

**ATTACHMENT 8
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Wakulla County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Wakulla County:

_____	_____
_____	_____

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

Name

Company

Date

RFQ Title: Architectural and Engineering Services

RFQ No#: 2009-009

Opening Date: May 21, 2009

ATTACHMENT 9

Required Policy Endorsements and Documentation

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carrier or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from the award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum limits of insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage (non-owned, hired car).
 - c. Workers' Compensation and Employers Liability: Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws and Employers liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
 - d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of \$1 M dollars per occurrence. Respondent may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the length of this project.
2. Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by

