



Request for Qualifications
RFQ 09/10-05
ARCHITECTURAL/ENGINEERING SERVICES FOR THE
DESIGN OF A CORPORATE TRAINING AND CLASSROOM BUILDING
WEST CAMPUS

The District Board of Trustees of Valencia Community College, Florida is accepting sealed qualifications for Architectural/Engineering Services to design a Corporate Training and Classroom Building on the College's West Campus, located at 1800 South Kirkman Road, Orlando, Florida, 32811. The Services shall include, but not be limited to design and construction administration as determined by state funding and college requirements. The work shall include the planning and design of an 80,000 square foot (approx.) LEED building, bidding assistance, construction administration services and all other necessary services so as to provide a complete set of construction documents and construction administration which address all parts and portions of the required project.

Questions regarding this qualification submittal should be directed in writing via e-mail to valenciaprourement@valenciacc.edu

A nonmandatory pre-submittal meeting with prospective individuals representing their business will be held on Friday, August 14, 2009 at 10:00 am. The meeting will be at the West Campus, 1800 South Kirkman Road, Orlando, Florida, 32811, Building 8 Room 111ab. **Those individuals present must represent their business only.** Campus maps and directions may be found at <http://www.valenciacc.edu/aboutus/locations/>.

Those firms that are not able to attend the pre-submission conference are responsible for checking the Valencia Procurement website for any addenda or changes to the RFQ document. Addenda may be issued following a pre-submission conference that changes the scope of work or other mandatory requirements of the solicitation.

Firms that do not indicate the receipt of addenda as posted on the Valencia's website will be deemed as not responsive and their qualification packet will not be considered.

Requests for Qualifications are available through the College's Procurement Department website at: <http://valenciacc.edu/procurement/bids.asp>

Firm qualifications shall be delivered prior to **3:00pm on Thursday, August 27, 2009** to the following address:

Valencia Community College
Procurement Services (MC 4-42)
Building 14, Room 100
1800 South Kirkman Road
Orlando, FL 32811

Late submittals will not be accepted. After the closing time, the firm submittals will be opened for the sole purpose of recording the names of the firms submitting their written qualifications and to deliver all timely received qualifications to the Selection Committee. All Qualifications submitted must be fifty (50) pages maximum, plus cover page, or shall be deemed non-responsive.

Respondents are cautioned that they are responsible for delivery to the Valencia Procurement Office. Therefore, if your qualification packet is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the Procurement Office. Valencia Procurement will not be responsible for deliveries made to any other Valencia locations.

On Friday, September 11, 2009 at 9:00 am a public meeting will be held to review, rank, and shortlist the firms. This meeting will be held in Building 6, Room 202, at the Valencia's West Campus, 1800 South Kirkman Road, Orlando, Florida, 32811.

On Friday, September 25, 2009 at 9:00am, interviews will be held with the top ranked firms at the College's West Campus, Building 14, Room 100A, 1800 South Kirkman Road, Orlando, Florida, 32811. Immediately following the interviews, a public meeting will be held to finalize the ranking of the firms.

Any firm requiring a special accommodation at the public meetings because of a disability or physical impairment should contact the Procurement Office at valenciaprocurement@valenciacc.edu attention: Claudia Solarte, at least three (3) working days prior to any meeting.

If a firm chooses to appeal any decision with respect to any matter considered at the above cited meeting, it will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

The District Board of Trustees of Valencia Community College, Florida reserves the right to waive minor, nonmaterial irregularities in any or all qualifications and accept or reject, in part or in full, any or all qualifications.

Ed Ames

Director, Procurement Services

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Section A

GENERAL TERMS AND CONDITIONS

VALENCIA COMMUNITY COLLEGE
RFQ 09/10-05
ARCHITECTURAL/ENGINEERING SERVICES FOR THE
DESIGN OF A CORPORATE TRAINING AND CLASSROOM BUILDING
WEST CAMPUS

All firms must be licensed to do business in the state of Florida. All firms associated with the submission of this RFQ shall submit a current copy of their occupational license.

The term "Firm" will be used to denote an individual, partnership, joint venture, corporation throughout this Request for Qualification.

The term "College" or "Valencia" will be used interchangeably to denote the District Board of Trustees of Valencia Community College throughout this Request for Qualifications.

Selection Process

The successful firm will be selected based on the evaluation criteria described in the applicable sections of this Request for Qualifications.

Laws, Ordinances, Rules, Regulations, Permits, and Licenses

The Firm shall observe and obey all the laws, ordinances, rules, regulations, and policies of the District Board of Trustees of Valencia Community College and the federal and state governments which may be applicable to the firm's operation at Valencia, and shall, at the sole cost of the firm, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

Contract

This RFQ in its entirety is to be incorporated by reference and will become part of any contract awarded as a result of this request for qualification. In the event the language in the contract itself should conflict with these specifications, the contract shall prevail.

Reports

The Firm shall submit to Procurement Services a quarterly report showing the names, projects, and dollars spent with any minority or women owned sub-firms and/or firms. Failure of the Firm to submit timely quarterly reports will be grounds for removal from the Pre-Qualified list. Any firm that is removed from the pre-qualified list for delinquent reports will also be barred from bidding on any Valencia solicitations for a period of one year from the date of suspension.

Assignment

Neither this agreement nor any duties or obligations under this agreement or resulting contract(s) shall be assigned by Firm without prior written consent of the College.

Firm's Expense

All qualifications submitted in response to this RFQ, conference attendance and visits to Valencia Community College must be at the sole expense of the Firm, whether or not any agreement is signed as a result of this Request for Qualification.

Confidentiality

The respondent is hereby warned that any part of his qualification or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

Independent Firm

Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Firm, the agent, or representative of the College for any purposes in any manner whatsoever. Firm is, and shall remain, an independent firm with respect to all services performed.

Insurance Required

A. The firm shall indemnify, defend, and pay on behalf of and hold completely harmless the College ("College" includes, without limitation, members of the College's Board of Trustees, officers, employees, contractors and agents) from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the College, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Agreement, or the acts or omissions of the firm ("the firm" includes, without limitation, its officers, agents, employees, subcontractors, licensees or invitees), regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the College's negligence or by the joint negligence of the College and any person other than the firm, or (ii) arising out of or in connection with the failure of the firm to keep, observe or perform any of the covenants or agreements in this Agreement which are required to be kept, observed or performed by the firm. College agrees to give the firm reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the firm or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the firm shall engage counsel reasonably acceptable to College. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement with respect to any acts or omissions occurring during the term of the Agreement.

B. The firm shall assume all responsibility for loss incurred by College caused by the firm's neglect or

violation of any state or Federal law, state or municipal or agency rule, regulation or order. The firm shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The firm will notify the College in writing of any claim made or suit instituted against the firm because of its activities in performance of this Agreement.

- C. In any and all claims against the College, or any of its officers, trustees, agents, contractors, or employees, by any employee of the firm, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the firm under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefit payable by or for the firm or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- D. No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that College may have as to any party or person described therein.
- E. The firm shall purchase and maintain in force during the term of this Agreement, at its own cost and expense, to protect the College, (including, without limitation, all members of the College's Board of Trustees, officers, agents, and employees) from and against any and all liabilities, arising out of or in connection with the firm's performance of its obligations hereunder, general liability and other insurance, including professional liability (errors and omissions), and automobile liability insurance, with limits of coverage reasonably acceptable to the College and with contractual liability coverage for the firm's covenants to and indemnification of College under this Agreement. The College requires an insurer authorized to do business under the laws of the state of Florida with a BEST guide rating of B+ V or higher covering the firm's officers, employees, agents, servants and its subcontractors (if any) engaged in the provision of services under this Agreement upon the following terms and conditions and for the specified amounts:
- i. Statutory workers' compensation insurance covering the firm's Employees; and
 - ii. Employer's liability insurance with a minimum limit of \$100,000.00 per occurrence; \$200,000.00 combined with respect to any employee not covered by workers' compensation insurance; and
 - iii. Commercial general liability insurance, including owned, non-owned and hired automobile liability coverage, applicable to personal injury and property damage, with a combined single limit of not less than \$1 million per occurrence, \$2 million aggregate; and which shall contain:
 - a. Provision or endorsement naming The District Board of Trustees of Valencia Community College, Florida as an additional insured with respect to liability arising out of the performance of any services by the firm or its employees, officers, agents, or servants under this Agreement and providing that such insurance is "primary" insurance with respect to College's interests and that any other insurance maintained by College is excess and not contributing insurance with the insurance required hereunder;
 - b. A waiver of subrogation with respect to the additional insured; and
 - c. Provision or endorsement stating that such insurance will include contractual liability specifically referring to liability assumed by the firm under this Agreement, including, without limitation, that set forth in this Agreement.

- iv. Insurance to cover dishonest acts by Employees with a limit of not less than \$25,000.00; and
- v. Statutory unemployment insurance.
- vi. Professional Liability Insurance-errors and omissions- \$2,000,000.00, each occurrence.

Any and all certificates called for by this subparagraph shall also specify that not less than thirty (30) days written notice shall be given to the College prior to cancellation, termination or modification of a policy of insurance required by this subparagraph.

- F. The firm agrees that the “District Board of Trustees of Valencia Community College, Florida” (including, without limitation, all members of the College’s Board of Trustees, officers, agents, and employees) shall be named as additional insured’s under such policy or policies of insurance. All such insurance shall provide that it is primary insurance as respects any other valid insurance College may possess, including any self-insured retention or deductible College may have, and that any other insurance the College does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies that are acceptable to the College, and said policies shall be in a form satisfactory to College. The declaration page(s) from all insurance policies obtained by the firm in accordance with this Paragraph E, or a properly completed Certificate of Insurance on a form provided by the College, shall be furnished to the College upon the execution of this Agreement, and said declarations page(s) or Certificate of Insurance shall provide that such insurance coverage will not be reduced or canceled without at least thirty (30) days prior written notice to College. Prior to the expiration of any such policy, the firm shall file with College a certificate of insurance showing that such insurance coverage has been renewed. If such insurance coverage is canceled or reduced, the firm shall, within five (5) days after such cancellation or reduction in coverage, file with College a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by College. If the firm fails to obtain or have such insurance reinstated, College may, if it so elects, and without waiving any other remedy it may have against the firm, immediately terminate this Agreement. The firm shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and limits specified herein.
- G. Compliance with these insurance requirements shall not relieve or limit the firm’s liabilities and obligations under this contract. Failure of the College to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the College to identify a deficiency from evidence provided will not be construed as a waiver of the firm’s obligation to maintain such insurance.

Qualification Modification

Qualifications submitted prior to the qualification opening date may be modified or withdrawn only by notice to the College. Such notice must be received by the Procurement Department at the address provided herein prior to the time designated for opening of the qualification. Firm may change or withdraw the qualification at any time prior to qualification opening; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted qualification which are addressed in the same manner as the qualification, and are received by the Procurement Department prior to the scheduled qualification opening time will be accepted. The qualification, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope which is plainly marked A Modification of Qualification.

Withdrawn qualifications may be resubmitted up to the time designated for the receipt of qualification provided that they are then fully in conformance with the requirements of the RFQ.

Open Competition

The College encourages free and open competition among firms. Whenever possible, specifications, qualification invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The firm's signature on this qualification guarantees that the firm, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the College.

Public Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a qualification on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, firm, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in ss. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Prohibition Against Contingent Fees

Proposers are hereby notified that the contract entered into by Valencia for professional services will contain a prohibition against contingent fees as follows: "The architect warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Proposed Materials

The material submitted in response to the Request for Qualifications becomes the property of the College upon delivery to the Procurement Department and is to be appended to any formal document, which would further define or expand the contractual relationship between the College and the firm. All of the material will be considered as part of this Request for Qualification.

Proprietary Material

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

Ownership of Work Products

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

RFQ Interpretation

Interpretation of the wording of this document shall be the responsibility of the College and that interpretation shall be final.

Oral Presentation

After qualifications have been opened, a limited number of firms submitting qualifications 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. Oral presentations may be recorded, and both recorded oral presentations and written clarifications will be affixed to the firm's qualification and become a part of same as if originally submitted. The Procurement Services Department will initiate and schedule a time and location for any presentations, which may be required.

Errors and Omissions

The firm 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 services. Should the firm suspect any error, omission, or discrepancy in the specifications or instructions, the firm shall immediately notify the College, in writing, and the College shall issue and post a written amendment. The firm is responsible for the contents of its qualification and for satisfying the requirements set forth in the RFQ.

Firm's Responsibility

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

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.

Performance Inquiry

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

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 this 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.

Venue

This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and firm hereby agree that venue shall be in Orange County, Florida.

Lobbying

Firm is prohibited from using funds provided under this RFQ for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

Americans with Disabilities Act of 1990

If special accommodations are required in order to attend the Pre-qualification meeting and/or the Qualification opening, please notify the Procurement Services at valenciaprocurement@valenciacc.edu attention Claudia Solarte, at least three (3) working days prior to the meeting.

Performance Bond

NOT APPLICABLE FOR THIS RFQ

Protest of Specifications

Any Notice of Protest involving the specifications/terms/conditions or any other aspect of the Request for Qualifications 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 FS.

Protest of Award

The recommended award will be posted for review electronically on the Procurement Web-site prior to submission through the appropriate approval process. Failure to file a written protest to the Director of Procurement within the time prescribed (72hours) 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 Board approved the recommendation for award. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon notice of contract award.

Indemnification for tort actions/limitation of liability

The provisions of Florida Statute 768.28 applicable to Valencia Community College, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the College acting within the scope of their office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the College acting within the scope of their employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The College shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of their employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the firm 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 firm or its sub-contractors (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.

Provided, however, if the contract between the College and the Bidder is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Bidder to defend, indemnify or hold harmless the College, shall be limited to an obligation to indemnify or hold harmless the College, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the bidder and persons employed or utilized by the Bidder in the performance of the contract.

Successors and assigns

The College and the firm each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Except as above, neither the College nor the firm shall assign, sublet, convey or transfer its interest in this 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 firm.

Termination

A. Termination for Default:

The College may, by written notice to the (firm/bidder/consultant), terminate this contract for default in whole or in part (delivery orders, if applicable)) if the (firm/bidder/consultant) fails to:

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

Prior to termination for default, the College will provide adequate written notice to the (firm/bidder/consultant) through the Director of Procurement, affording him/her 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 adequately cure the deficiency shall result in termination action. Such termination may also result in suspension of purchasing goods/services with the College. The bidder and its sureties (if any) shall be liable for any damage to the College resulting from the Bidder's default of the contract. 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 firm 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 firm shall:

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

If the (firm's/bidder's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (firm/bidder/consultant), the contract shall not be terminated for default. Examples of such causes include (1) Acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The College, by written notice, may terminate this contract, in whole or in part, when it is in the College's best interest. If this contract is terminated, the College shall be liable only for goods or services delivered and accepted. The College Notice of Termination may provide the bidder thirty (30) days prior notice before it becomes effective. However, at the College's sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

Availability of funds

The obligations of Valencia Community 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.

Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice to:

Valencia Community College
Accounts Payable
PO Box 3028
Orlando, FL 32802
Phone (407) 582-3309

Invoices must include the purchase order number resulting from this Request for Qualifications.

Section B

SCOPE OF WORK

VALENCIA COMMUNITY COLLEGE RFQ 09/10-05 ARCHITECTURAL/ENGINEERING SERVICES FOR THE DESIGN OF A CORPORATE TRAINING AND CLASSROOM BUILDING WEST CAMPUS

Project Scope

Development of Planning, Design and Construction Documents for an 80,000 (approx) square foot LEED building, in accordance with the VCC Building Program Requirements. These processes shall include but not limited to:

- 3-D presentation or modeling for the MEP Energy calculations, coordination of efforts and architectural visual tour of the building. The exterior presentation shall include parking, limits and site development.
- LEED Certification: Valencia Community College will provide a LEED Consultant as part of the Design Team to optimize full LEED Certification.
- Construction Administration services.
- Valencia Community College intends to utilize CM at Risk construction delivery method with Pre-Construction services of the CM to verify budget and constructability.
- All other necessary services so as to provide a complete set of construction documents which address all parts and portions of the required project.
- Design process will begin in November, 2009. Construction begins in summer, 2010.

Project Budget

The estimated construction budget for this project is approximately 15 million dollars.

Drawings and Specifications/Deliverables

The following submittals shall be delivered by the successful firm at a time prescribed by the college:

- Three (3) sets of paper drawings of the project (one full, two half size).
- Two (2) sets of specifications for the construction of the project.
- Required construction documents for permit submittal.
- One copy of approved permit set.
- An AutoCAD release 2008 or compatible disk of the final record documents
- MSWord for Windows disc(s) of the specifications for the construction of the project

Submittal Information

Please submit one (1) original and five (5) copies of each qualification packet. Qualification packets must be received at the College's Procurement Department, 1800 South Kirkman Road, Building #14, Room 100, Orlando, Florida, 32801, **prior** to 3:00 p.m. on Thursday, August 27, 2009. Qualifications that arrive after the closing time and date will not be accepted. The original qualification packet must be marked clearly as

“Original” and the copies must be separate and complete documents that may be distributed to the committee members without any sorting or assembly by the Procurement staff. All responses must be bound or stapled. Facsimile qualification packets will not be accepted. Failure to provide one original and five copies of the qualification packets will be grounds for disqualification.

RFQ submittals shall be fifty (50) pages maximum. The fifty page maximum does not include the financial information, tabs and or page dividers. Submit one (1) original copy of your financial information in a separate sealed envelope, marked confidential with the original packet. Do not include copies of your financial information with the five (5) copies of the qualification packet.

Response Requirements

To ensure that all qualification packets are fairly evaluated, scored, and ranked, it is very important that the requested information be prepared and submitted in the order listed below:

1. Provide the name of your company or firm and include the date and location of incorporation, principal officers, organizational structure, board of directors, number of employees, size and location of offices.
2. Provide the names, function and resumes of the specific individuals that will comprise the team that will be assigned to this Valencia project. List the relevant experience of the proposed Project Manager, Project Architect and Project Engineers.
3. List specifically, the above mentioned project teams’ experience in the design of 50,000 square foot minimum, higher education classroom buildings. List the experience of the specific team identified in item # 2. List the classroom projects that this team has completed, including but not limited to, clients, locations, square footage and cost.
4. List and discuss the proposed project team’s experience in designing corporate training facilities that were a minimum of 10,000 square foot in size. List the corporate training facilities (educational/day – long seminar rooms with associated catering and support spaces) that the proposed design team has completed, including but not limited to, clients, locations, square footage, and cost.
5. Site Design Experience: Demonstrate exterior site design experience on a higher education campus that includes student gathering spaces (plazas, etc).
6. Demonstrate projects of completed LEED certified design. Include clients, locations, and types of facilities.
7. **Proximity:** Please indicate your company or firm’s distance in miles from the Valencia’s West Campus. The proximity will be determined by Google map, so please attach copy of the map with your submittal. The following chart will be used to determine the point total of the Proximity category:

<u>Distance from VCC West Campus</u>	<u>Points Awarded</u>
0-25 Miles.....	100
26-75 Miles.....	75
76-150 Miles	50
151-250 Miles	25
Over 250 Miles.....	0

8. Submit a Certificate (s) of insurance confirming professional liability/errors and omissions insurance (two (2) million dollar minimum), current workers compensation, public liability, and property damage insurance as specified in the RFQ document and as required by law.
9. Provide copies of the firms' current license (s) to do business in the State of Florida.
10. Firm shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin, the execution or delivery of the firm's obligations or diminish the firm's financial ability to perform the terms of the proposed contract.
11. Signature Page
12. Public Entity Crimes
13. Minority Business Form
14. Sub-Contractors list
15. Acknowledgement of Addenda
16. Provide one copy of the financial information in a separate sealed envelope, marked confidential, and include with the "original packet," other submittals may state "included in original." To be eligible for the maximum amount of points, the financials must include a balance sheet, statement of cash flow, and income statement for the last two (2) years. The Board may require the firm to submit additional financial information necessary to evaluate the firm's financial ability to perform the project and to respond to damages.

Section D

ACKNOWLEDGEMENT OF ADDENDA

**VALENCIA COMMUNITY COLLEGE
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WEST CAMPUS**

The supplier shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it no later than the date and time for receipt of the RFP. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your RFP. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____, Date _____

Addendum No. _____, Date _____

Addendum No. _____, Date _____

Addendum No. _____, Date _____

Section E

DRUG-FREE WORKPLACE FORM

**VALENCIA COMMUNITY COLLEGE
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The undersigned supplier, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace 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 Paragraphs 1 thru 5.

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

Proposer's Signature

Date

Section F

PUBLIC ENTITY CRIMES

**VALENCIA COMMUNITY COLLEGE
RFQ 09/10-05
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WEST CAMPUS**

Any person submitting a bid or qualification in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the bid or qualification. However, if you have provided the completed form to the submittal address listed in this Invitation and it was received on or after January 1, 1995, another completed form is not required for the remaining calendar year.

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

1. This sworn statement is submitted to:

(print name of the public entity)

By

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) it's Federal Employer Identification No. (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:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have 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 the officers, directors, executive, 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 the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list **(attach a copy of the final order)**.

I UNDERSTAND THAT THE SUBMISSION OF 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.

Sworn to and subscribed before me this _____ day of _____ 2009

Personally known

OR Produced identification _____ Notary Public - State of

_____ My commission expires _____ (Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted firm list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a firm, firm, Sub-firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six months from the date of being placed on the convicted firm list.

Section G

MINORITY/WOMEN OWNED BUSINESSES

**VALENCIA COMMUNITY COLLEGE
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WEST CAMPUS**

If you are an M/WBE, you must submit with your qualification a current copy of a state, county or local government agency certificate. Applications for M/WBE certification shall not be considered.

Minority/Women Business Enterprises that file false status of their M/WBE status shall be found guilty of a felony of the second degree and be disbarred from bidding with Valencia Community College for no less than thirty-six (36) months pursuant to 287.094 Florida Statutes.

TYPE OF BUSINESS: Check applicable block(s)

_____ African Americans, includes persons having origins in any of the Black racial groups of Africa.

_____ Hispanic Americans, includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.

_____ Native Americans, includes American Indians, Eskimos, Aleuts and Native Hawaiians.

_____ Asian-Pacific Americans, includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.

_____ Asian-Indian Americans, includes persons whose origins are from India, the Indian Sub-Continent, and Pakistan.

_____ Women Owned Business Enterprises.

NOTE:

MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which is at least 51 percent (51%) owned by minorities or women group members, or in the case of a publicly owned business, at least 51 percent (51%) of the stock of which is owned by the minorities or women. The minorities or women ownership must exercise actual day-to-day management and control of the business.

Certified by: _____

City: _____ County: _____ State: _____

Certificate Number: _____

Section H

LIST OF SUB-FIRMS

**VALENCIA COMMUNITY COLLEGE
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<u>Name of Subfirm</u>	<u>Type of Work</u>	<u>Minority Classification</u>	<u>Amount Firm Will Pay Each MBE/WBE Sub</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

LIST OF MBE/WBE FIRMS

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Minority classification: African American (AA), Hispanic (H), American Asian (A), Women (W)

Section I

CALENDAR

**VALENCIA COMMUNITY COLLEGE
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WEST CAMPUS**

Time	Day / Date	Description
	August 9, 2009	Begin Advertising.
10:00 am	Friday, August 14, 2009	Non-mandatory pre-submittal meeting. West Campus Conference Room 111ab, Building 8.
3:00 pm	Thursday, August 27, 2009	RFQ's due. Procurement Services, 1800 S. Kirkman Road. Building #14, Room 100
9:00 am	Friday, September 11, 2009	Meet to review and shortlist qualifications. West Campus, Bldg.6, Room 202.
9:00 am	Friday, September 25, 2009	Interview the finalists. West Campus, Bldg. 14, Room 100A. Following the interviews, a public meeting will be held to finalize the ranking of the firms.
	Tuesday, October 27, 2009	Board Meeting.

Valencia's West Campus is located at: 1800 South Kirkman Road, Orlando, Florida, 32811. Campus maps and directions may be found at <http://www.valenciacc.edu/aboutus/locations/>.

NOTES FOR EVALUATION CRITERIA
VALENCIA COMMUNITY COLLEGE
RFQ 09/10-05
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For Selection Committee Use Only

Name of Firm	Comments