



REQUEST FOR QUALIFICATIONS  
ARCHITECTURAL PROFESSIONAL SERVICES  
NORTH FLORIDA INNOVATION LABS BUILDING  
RFQ NO. 20-01

STATEMENT OF QUALIFICATIONS DUE DATE  
DECEMBER 9, 2020

**REQUEST FOR QUALIFICATIONS (“RFQ”)  
ARCHITECTURAL PROFESSIONAL SERVICES  
November 19, 2020**

The Leon County Research and Development Authority (“LCRDA”) is requesting Statements of Qualification (“SOQ”) from qualified firms (Offerors) for the provision of Architectural Professional Services for the new North Florida Innovation Labs Building in Innovation Park (“Project”), 1729 W. Paul Dirac Drive, Tallahassee, FL 32310 and adjoining parcel (“Project Site”).

By submitting a SOQ, the Offeror represents that it has carefully read the terms and conditions of this RFQ and all Attachments and Addenda and agrees to be bound by them. The LCRDA intends to competitively negotiate a contract with the most qualified firms submitting a SOQ to the LCRDA for the Project in accordance with §287.055, Florida Statutes.

The LCRDA will receive all SOQs. The Board of Governors (“Board”) will establish an Evaluation Committee to evaluate all SOQs and make recommendations to the Board for award of the contract.

**Background:**

The Leon County Research and Development Authority was created by the Leon County Board of County Commissioners pursuant to County Ordinance No. 80-68 (Code Sec 2-56) in accordance with §159.703, Florida Statutes. LCRDA, a Dependent Special District of Leon County, was created for the purpose of promoting scientific research and development in affiliation with and related to the research and development activities of one or more state-based, accredited, public or private institutions of higher education; for the purpose of financing and refinancing capital projects related to the establishment of a research and development park in affiliation with one or more institutions of higher education, including facilities that complement or encourage the complete operation thereof, as defined by and in the manner provided by the Florida Industrial Development Financing Act; and for the purpose of fostering the economic development and broadening the economic base of a county in affiliation with one or more institutions of higher education.

LCRDA is governed by an 11-member Board of Governors with one member each appointed by the Presidents of Florida State University, Florida A&M University, and Tallahassee Community College, and the Mayor of Tallahassee. The Leon County Board of County Commissioners appoints one Commissioner and six private sector members to the Board. Additional information about LCRDA and the Park can be obtained at <http://innovation-park.com>.

For additional information and updates, see the Innovation Park website at: <http://innovation-park.com/opportunities/>. RFQ 20-01 details can be found at <https://innovation-park.com/rfq-20-01/>.

**A. Overview of Project**

**1. General**

LCRDA intends to solicit proposals for the construction of the Project. This Project will provide for the construction of a new one-story high-tech business incubator approximately 40,000 GSF in size sited on 3.51 acres +/- located within Innovation Park of Tallahassee. The building size will vary in length from 170 ft – 250 ft wide, with a depth of approx. 165 ft for the main office / lab areas. The building will have offices, collaboration space, wet and dry labs, prototyping labs with specialized shared equipment, restrooms, kitchen, conference rooms, welcome entryway, and a secure service / loading area. Approx. 120 parking and 4-5 handicap spaces, sidewalks leading to the entryway will be installed and a proposed entrance

plaza with space for outdoor meetings/engagements, and product launches. The remaining space is for a secured service or office/lab area. The Project will help further LCRDA's mission by providing space for early stage companies to commercialize new technologies and create jobs. See Exhibit A for site location and conceptual layout images.

The project is funded in part by the United States Department of Commerce, Economic Development Administration ("EDA"). As such, this procurement and completion of the project must comply with U.S. Code of Federal Regulations Title 2 Part 200, and the EDA publication "Summary of EDA Construction Standards".

The maximum total budget for the project is \$17,000,000 including budgeted architectural services of \$1,460,000 as further defined in the Scope of Services below.

The objective of this RFQ is to identify and seek a competitive proposal in accordance with §287.055, Florida Statutes from a qualified Architectural Professional ("AP") to provide architectural services related to the design and construction of the Project more particularly described in Section 2 below.

## **2. Scope of Services**

The successful Offeror shall be required to provide Architectural Professional Services for the planning, design, and engineering phases of the project. The successful Offer shall provide all services necessary for the successful execution of the Project including consultations, surveys, soil investigations, supervision, travel, "as-built" or record drawings, arrow diagram ("CPM/PERT") where applicable, and incidental costs. The successful Offeror shall be held responsible for making sufficient visits to the project site to ensure that the work proceeds in accordance with the approved plans and specifications.

Examples of services within the scope include, but are not limited to, facility programming, design/construction documents, obtaining permits, civil engineering, bid preparation and evaluation assistance, construction administration, construction inspections, and surveys whether performed directly by the Offeror or subcontracted. The cost of permits is not included in the scope of services.

The successful Offeror shall be required to provide all necessary services as outlined in the scope of services, within the budgeted funds as shall be negotiated in the contract, in an expeditious manner and in consideration of the following dates that are non-negotiable within the terms of the EDA funding:

Construction is required to commence by March 17, 2022.

Construction is required to be completed within 30 months of commencement, or sooner if possible.

## **3. Minimum Qualifications of Offeror**

- a. The Offeror shall be a firm which holds a current certificate of registration under chapter 481, Florida Statutes to practice architecture or a firm which holds a current certificate as a registered engineer under chapter 471, Florida Statutes to practice engineering.

- b. The Offeror shall have a minimum of five (5) years previous experience in AP Services (or comparable services) for projects of similar size prior to the date the SOQ is submitted.
- c. The Offeror must demonstrate financial capability and capacity, and is required to submit as a part of its SOQ the following items:
  - i. A letter from the Offeror's relationship bank or accountant stating the financial capability to handle this contract.
  - ii. Proof of insurance capacity by completion of the Insurance Certification form contained in this RFQ as Attachment 5.

**4. General Terms of Contract**

Final terms of the contract will be negotiated with the selected Offeror. The following include minimum requirements of the negotiated contract:

- a. This procurement and terms of the contract must comply with the procurement standards set forth in U.S. 2 CFR Part 200, and in accordance with the EDA publication "Summary of EDA Construction Standards". Links to this information is provided on the Innovation Park website at: <http://innovation-park.com/opportunities/>.
- b. Fees for basic services will be either a lump sum fixed price or a cost reimbursement with an agreed maximum and shall be based on the fee breakdown to be provided by the selected Offeror during contract negotiation as described in Section B(1)(e) below.
- c. The contract will contain prohibitions against contingent fees as required by §287.055(6), Florida Statutes.
- d. The basic fee shall not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services must be identified in the contract. Such additional charges may be approved for funding under the EDA grants if they: (1) Do not duplicate charges for services provided for in the basic fee; (2) Are a proper charge against the project cost; and (3) Are reasonable for the extra services to be rendered.
- e. The contract shall provide for all services required by LCRDA for the planning, design and engineering phases of the project. Appropriate standards or guidance developed by professional organizations, such as the American Consulting Engineers Council ("ACEC"), American Society of Civil Engineers ("ASCE"), National Society of Professional Engineers ("NSPE"), and/or the American Institute of Architects ("AIA"), will be used to develop the agreement. The agreement and related fees shall cover all services necessary for the successful execution of the project including consultations, surveys, soil investigations, supervision, travel, "as-built" or record drawings, arrow diagram ("CPM/PERT") where applicable, and incidental costs.
- f. Regardless of who furnishes the construction inspector, the Offeror shall be held responsible for making sufficient visits to the project site to ensure that the work proceeds in accordance with the approved plans and specifications.

- g. In addition to other provisions required by the EDA and LCRDA, in accordance with 2 C.F.R. § 200.326, the contract must contain the applicable provisions set out in Appendix II to 2 C.F.R. part 200, which address various contractual requirements including remedies, termination for cause and convenience, Equal Employment Opportunity, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, rights to inventions, environmental quality, energy efficiency, debarment and suspension, the Byrd Anti-Lobbying Amendment, and procurement of recovered materials. See Appendix II to 2 C.F.R. part 200 for a full explanation of these requirements.
- h. The contract shall state a specific timetable for: (1) Completing preliminary plans and associated cost estimates; (2) Completing final plans, specifications, and cost estimates; (3). Securing required State and local approvals; and (4) Completing proposed contract documents sufficient for soliciting bids.
- i. The contract shall provide for surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Offeror serves as the project inspector, the requirements for inspection services shall be clearly defined and the amount the LCRDA is required to pay for such services shall be stated.
- j. The Offeror shall agree to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector if the inspector is furnished by the Offeror. EDA recommends that the firm take insurance, when available, to cover liability for such damages.
- k. The Offeror shall agree to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the Offeror or by others paid by the LCRDA.
- l. The Offeror shall agree to attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
- m. The Offeror shall agree to review proof of bidder's qualifications and recommend approval or disapproval.
- n. The Offeror shall certify that it is not on the Excluded Parties List on the website [www.sam.gov](http://www.sam.gov).
- o. The Offeror shall submit an executed copy of the Certification Regarding Lobbying as required by Section 1352, Title 31, of the U.S. Code.
- p. The Offeror shall agree to submit a report not less frequently than quarterly to the LCRDA covering the general progress of the job and describing any problems or factors contributing to delay.
- q. The Offeror shall agree to assist LCRDA to submit a properly executed original of the "Certificate as to Project Site, Rights-Of-Way, and Easements" (Form ED-152) showing all lands, rights-of-way and easements. Part One of the Certificate shall be completed by the Offeror. In Section-1, the Offeror shall attach a legal description of the project site (marked as Exhibit A) describing the boundaries by metes and bounds or by survey plat including deed book and page number. The project engineer must

further state what project element will be constructed thereon. Section-2 of Part One of the Engineering Certificate calls for a description of all easements and rights-of-way needed. The engineer should provide a numbered list of all the required easements and copies of each should be attached as Exhibit B. Section-3 calls for all permits needed. The engineer should provide a numbered list of all the required permits and copies of the actual permits should be attached as Exhibit C (Provide all permits that the LCRDA has obtained...Contractor obtained permits are required to be submitted within thirty (30) days of executing a contract with the Contractor.

- r. The Offeror shall submit one (1) copy (in addition to other required copies) of the bound final plans and specifications that are sealed by the project architect/engineer and are noted as for construction before advertising for bids. Include a copy of the final construction cost estimate and copies of any local, state or federal approvals. The specifications must include “EDA Contracting Provisions for Construction Project”; EEO Goals; the Buy American clause text “Recipients are hereby notified that they are encouraged, to the greatest extent practicable to purchase American-made equipment and products with funding provided under this award”, as well as the current Davis Bacon wage rates.
- s. The Offeror shall take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- t. Insurance - Attention is directed to the insurance requirements in Exhibit B. Offerors should confer with their respective insurance carriers or brokers to determine in advance of SOQ submission the availability of insurance certificates and endorsements as prescribed and provided herein. Offerors who fail to comply strictly with the insurance requirements may be disqualified from award of the contract. Offerors must complete Attachment 5 Insurance Certification.

## **B. RFQ Process**

### **1. Process Overview**

- a. This procurement will follow the process outlined in §287.055(4) and (5), Florida Statutes. NO COMPENSATION INFORMATION WILL BE REQUESTED, NOR SHALL IT BE PROVIDED BY OFFERER UNTIL COMPETITIVE NEGOTIATION BEGINS FOLLOWING SELECTION OF THE MOST QUALIFIED FIRM. Firms must be prepared to enter into negotiations immediately following the conclusion of presentations, and the selection of the most qualified firm. Offerors not prepared to enter into negotiations may be eliminated from consideration.

- b. The LCRDA shall evaluate statements of qualifications and performance data submitted by firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.
- c. The LCRDA shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the LCRDA shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the LCRDA, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.
- d. The LCRDA shall negotiate a contract with the most qualified firm for professional services at compensation which the LCRDA determines is fair, competitive, and reasonable. In making such determination, the LCRDA shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.
- e. The firm shall provide a fee breakdown in sufficient detail that LCRDA can perform its analysis and make the required determination. Compensation for basic services must be a fixed price or a cost reimbursement with an agreed maximum to be eligible for EDA participation. The fee breakdown shall provide that compensation is based on completion of specific milestones. (Preliminary design, final design, construction management, etc.)
- f. Should the LCRDA be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at compensation the LCRDA determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The LCRDA shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the LCRDA must terminate negotiations. The LCRDA shall then undertake negotiations with the third most qualified firm.
- g. Should the LCRDA be unable to negotiate a satisfactory contract with any of the selected firms, the LCRDA shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until a contract is reached.

## **2. Mandatory Project Information Conference**

A mandatory Project Information Conference meeting will be held via Zoom, and at 2051 E. Paul Dirac Drive, Tallahassee, Florida, at 10:00 AM on November 30, 2020 with Ron Miller. Additional meeting information including Zoom meeting links will be provided on the Authority's website at <http://innovation-park.com/opportunities/> prior to the meeting.

**3. Contact Information**

- a. Each Offeror shall examine the RFQ documents carefully. Questions concerning the RFQ terms, conditions and technical specifications will be accepted in writing through 2:00 PM, December 2, 2020. Requests must be transmitted via email. No Offeror may rely upon any oral responses. Answers to such questions will be posted on the LCRDA's website. Such written questions and requests shall be directed to the following LCRDA Contact person:

LCRDA Contact:

Ron Miller, Executive Director

Leon County R&D Authority

rmiller@inn-park.com

- b. All registered Offerors will be sent any addenda or clarifications issued in response to this RFQ. It is the responsibility of the Offeror to register its name and contact information with Mr. Miller using RFQ Attachment 8, prior to December 9, 2020, in order to receive said addenda or clarifications.
- c. Only communications from the Offeror which are in writing and signed by a person(s) authorized to contractually bind such Offeror will be recognized by the Board as duly authorized expressions on behalf of the Offeror.
- d. From the time this RFQ is issued until a final decision is made by the Board as to the award of a contract to an Offeror, Offerors are instructed to:
- i. Only contact the LCRDA Contact, identified hereinabove, regarding this RFQ, the Offeror's SOQ or another Offeror's SOQ in writing; provided any such contact shall be limited to questions regarding the process of this RFQ and shall not relate to the merits of the Offeror's SOQ or another Offeror's SOQ; and
  - ii. Other than discussions held during the MANDATORY Project Information Conference and public meetings of the Board, or of the Evaluation Committee, no contact or communication in person, by telephone, e-mail, through an intermediary, or otherwise with any member of the Board or any other representative of the LCRDA, other than LCRDA Contact, regarding this RFQ, the Offeror's SOQ or another Offeror's SOQ shall occur.
- e. Any contact or communication in violation of the provisions above shall be cause for rejection of the Offeror's SOQ.

**4. SOQ Deadline**

SOQs must be received by the LCRDA by 2:00 PM, December 9, 2020 ("Submission Deadline"). SOQs may be mailed to the address below:

Mail to:

Leon County R&D Authority

Attn: Ron Miller

2051 E. Paul Dirac Drive

Tallahassee, FL 32310

**Mark on the outside of the envelope and on any carrier's envelope: "20-01 SOQ FOR ARCHITECTURAL PROFESSIONAL SERVICES, December 9, 2020, 2:00PM".**

Due to COVID-19 related office closures, hand-delivered SOQs will only be accepted at the above address on the day of the Submission Deadline after 9:00am and before 2:00pm, or by appointment only if on days prior to the Submission Deadline. Please email [rmiller@inn-park.com](mailto:rmiller@inn-park.com) to make an appointment.

**5. Submission of SOQ**

- a. SOQs must arrive at the above address no later than Submission Deadline to be considered.
- b. It is the Offeror's responsibility to assure that their SOQ is delivered to the proper location no later than the Submission Deadline.
- c. The Opening of SOQs will take place in the LCRDA's offices located at the Collins Building, located at Innovation Park, at 2051 E. Paul Dirac Drive, Tallahassee, Florida, 32310. The Opening of SOQs is open to the public, but attendance by Offerors is not required. Only the names of Offerors will be listed and published on the LCRDA website until such time as a Notice of Intent to Award is posted.
- d. SOQs received prior to the Opening of SOQs will be secured unopened.
- e. The LCRDA Contact, whose duty it is to open the SOQs, will open the SOQs as soon as practicable after the established Submission Deadline.
- f. SOQs received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Offeror.
- g. The LCRDA is not responsible for the premature opening of a SOQ not properly addressed and identified by the RFQ title and submission deadline on the outside of the envelope/package.
- h. The Offeror shall submit an ORIGINAL and three (3) copies of the SOQ, **along with an electronic version in PDF format on a USB flash drive**, on or before the Submission Deadline. The Original SOQ must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding Offeror; all other copies may be photocopies. SOQs will be retained as the property of the LCRDA. USB Flash drives will be returned upon request.
- i. Offeror Registration - Potential Offerors **MUST** officially register, prior to December 9, 2020, in order to be placed on the Registered Offerors list for the solicitation. This list is used for communications to prospective Offerors. The registration form is Attachment 8 and includes submission instructions. **Earliest possible submission of the registration form is HIGHLY RECOMMENDED.** Also, Offerors should be aware that solicitation documents obtained from sources other than the LCRDA Contact may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Offeror may cause an Offeror's SOQ to be rejected as non-responsive.

- j. Special Accommodation - Any person requiring a special accommodation at the Opening of SOQs because of a disability should inform the LCRDA Contact no less than three (3) workdays prior to the SOQ deadline.
- k. All expenses associated with the submittal of a SOQ will be borne solely by the Offerors.

**6. General Conditions**

- a. Offerors must be available for interviews by the Evaluation Committee, and/or the Board if required.
- b. The contents of the SOQ of the successful Offeror will become part of the contractual obligations except as may be modified by subsequent written agreement.
- c. SOQs must be typed or printed in ink. All corrections made by the Offeror to their SOQ prior to the Opening of SOQs must be initialed and dated by the Offeror. No corrections will be allowed to be made to SOQs after the Opening of SOQs.
- d. The LCRDA reserves the right to waive any minor irregularity, technicality or omission if the LCRDA determines that doing so will serve the LCRDA's interests. The LCRDA may reject any SOQ not submitted in the manner specified in the solicitation document.
- e. The LCRDA reserves the right to reject any or all SOQs, in whole or in part, when such rejection is in the best interest of the LCRDA. Further, the LCRDA reserves the right to withdraw this solicitation at any time prior to the final award of the contract.
- f. Equal Opportunity/Affirmative Action Requirements - The Offeror shall 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. For federally funded projects, in addition to the above, the Offeror shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In addition to completing Attachment 2, the Equal Opportunity Statement, the Offeror shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.
- g. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - The Offeror must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency and meet all other responsibility matters as contained in the certification form attached as Attachment 3.
- h. Fictitious Name Registration - If the Offeror 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 SOQ.

- i. Unauthorized Alien(s) - The Offeror shall be responsible for assuring that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The LCRDA shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the contract entered into by the LCRDA as a result of this RFQ. As part of the response to this RFQ, please complete and submit Attachment 4 -- the "Affidavit Certification Immigration Laws."
- j. Addenda to Specifications - If any addenda are issued after the initial specifications are released, the LCRDA will post the addenda on the LCRDA's website at <http://innovation-park.com/opportunities/>
- k. It is the responsibility of the Offeror prior to submission of any SOQ to check the above website or contact the LCRDA Contact [rmiller@inn-park.com](mailto:rmiller@inn-park.com) to verify any addenda. The receipt of all addenda must be acknowledged on the SOQ sheet.

**7. Schedule**

The following table lists the important dates/times and actions relative to this solicitation. If the Board finds it necessary to make changes to the actions, dates, and/or times, such changes will be accomplished by written addendum to this solicitation and posted on the LCRDA's website. All times are local times in Tallahassee, Florida.

<u>Events</u>	<u>Date/Time</u>
Release/Issuance of RFQ	November 19, 2020
Mandatory Project Information Meeting	November 30, 2020 at 10:00AM
Questions for Clarification Deadline	December 2, 2020 at 2:00 PM
Offeror Registration PRIOR TO	December 9, 2020 ( <b>earlier recommended</b> )
Submission Deadline	December 9, 2020 at 2:00 PM
Evaluation Committee: short list meeting *	December 10, 2020 (date/time TBD)
Evaluation Committee: presentation meeting *	December 17, 2020 (date/time TBD)
Competitive Negotiation Completion	January 11, 2021
Approval of contract by Executive Committee of the LCRDA Board of Governors	January 19, 2021
Ratification of contract approval by Board of Governors of LCRDA/Contract Execution	February 4, 2021
* Notice of meetings of the Evaluation Committee will be posted on the LCRDA's website at <a href="http://innovation-park.com/opportunities/">http://innovation-park.com/opportunities/</a> . Committee meeting dates subject to change. Depending on the number of responses received, the Evaluation Committee chair may elect to forego the short list meeting allowing all Offerors to present.	

**8. Evaluation**

- a. Preliminary Evaluation for Short Listing

The Evaluation Committee will use a point formula during the review process to score and rank SOQs. Staff will first report responsiveness to the Request for

Qualifications by making sure all terms of the Request for Qualifications were followed. Any SOQ determined not to be responsive by a majority of the committee will be eliminated from further consideration.

For those SOQs determined to be responsive, each member of the Evaluation Committee will score each SOQ using the criteria described below. Firms will be ranked based on each member's scores. These rankings will be combined for all members to determine the recommended ranking of the top three firms. In the event of a tie for first, second, or third position, the affected ranking will be determined by a vote of the committee.

Short-listed firms will be invited to make oral presentations and to be interviewed in the final selection meeting. By vote of the Evaluation Committee, more than three (3) firms, but no more than five (5) firms, may be chosen for oral presentation and interviews in the final selection meeting. All Offerors are notified via email and on the LCRDA's website of the firms which were short-listed. Short-listed firms are provided with the following: a list of the final interview evaluation criteria; the time, date and location of the interview and the length of time allotted for the interview. The firm should bring a summary of its presentation to leave with the committee members.

b. SOQ Short List Evaluation Criteria

i. Qualifications & Experience of Offeror-25 points maximum

The Committee reviews each Offeror's relevant experience and qualifications in conjunction with the proposed consultants. Considerations may include areas such as:

- (1) Length of time company has operated; length of time providing both Architectural Professional Services similar to those required in the SOQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.
- (2) Company has experience performing services funded by an EDA grant award, and/or other Federally funded projects.
- (3) Company has considerable and readily quantified experience in providing similar Architectural Professional Services.
- (4) Company has adequate organizational size, structure, and qualified key personnel to be assigned to this project.

ii. Design Ability-10 points maximum

The Committee reviews each Offeror's proposal to determine its design ability. The committee will consider examples of the Offeror's prior work and its design philosophy, as well as the Offeror's prior projects, their sensitivity to site and surroundings and their aesthetic appeal.

iii. Work in Progress-5 points maximum

This rating is based on the dollar amount per person with a score range of 0-5.

Rating Table: 0 – 4,999=5; 5,000 – 14,999=4; 15,000 – 29,999=3; 30,000 – 49,999=2; 50,000 – 74,999=1; 75,000 and greater=0.

iv. Local Preference in Purchasing and Contracting-5 points maximum

- (1) Preference in Requests for SOQs. In letting of contracts for procurement of contractual services for which a Request for Qualifications is developed with evaluation criteria and the application of which shall leave an appropriate number of qualified firms, given the nature and size of the project, to compete for the project, additional points shall be added to the total score for a local preference, as follows:
  - (a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, 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 five (5) points.
  - (b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, 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 three (3) points.
- (2) Local business definition. For purposes of this section, "local business" shall mean a business which:
  - (a) Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or Request for Qualifications by LCRDA; and
  - (b) Holds any business license required by Leon County and, if applicable, the City of Tallahassee; and
  - (c) Is the principal Offeror 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 LCRDA. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed (Attachment 7). LCRDA 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."

v. Minority, Women and Small Business Enterprise (MWSBE) Preference

- (1) Preference in Requests for SOQs. In letting of contracts for procurement of contractual services for which a Request for Qualifications is developed with evaluation criteria, a preference of five (5) points shall be added to the total score for a vendor who is a certified MWSBE. If vendor is not a certified MWSBE, then preference of one (1) to three (3) points will be awarded based on the extent of use of certified MWSBE consultants.
- (2) Certification. Any vendor, or consultant on the vendors' team, claiming to be an MWSBE shall attach evidence of certification from the Tallahassee-Leon County Office of Economic Vitality, or the State of Florida.

c. Final Evaluation-Presentations and Interviews

Short-listed firms will make oral presentations and will be interviewed at the final evaluation meeting of the committee. Reference checks will be completed and

documented by staff and presented to the committee for its consideration during the interview. Following the presentation, a time may be set aside for questions and answers.

Immediately following the interviews, the committee meets to score the presentations, totals the points for each Offeror interviewed, and determines the recommended ranking. In the event of a tie, a majority vote of the committee prevails.

Interviewed firms will be notified of the committee's ranking, and the contract negotiation phase will begin with the top ranked firm. All selections and contracts are subject to the approval of the Board of Governors of the Leon County R&D Authority.

d. SOQ Final Evaluation Criteria

i. Understanding of the Program and Project Requirements-20 points maximum

The Offerors are evaluated on their understanding of the requirements and needs of the project as demonstrated by their project teams, including consultants. The Offerors are rated on the completeness of their understanding of the factors which are unique to the project, including the thoroughness demonstrated in analyzing and investigating the scope of the project and in preparing for the interview.

ii. Approach and Method-20 points maximum

The committee evaluates the Offerors' and their consultants' approaches to the project and methods proposed for planning, designing and administration of the project. The Offerors are asked to identify by name the key personnel of their proposed teams: project manager, project architect, project construction administrator and other key staff members to be assigned to the job. The Offeror should also identify those responsible in areas such as: civil engineering, electrical engineering, landscape design, mechanical engineering, structural engineering, etc.

iii. Ability to Provide Service-20 points maximum

The committee evaluates the Offerors' ability to meet the owner's required timetable and to provide for the special or unique requirements of the project, including a projected timeline of activities through project completion. The Offerors will be asked to discuss their ability to fulfill each project requirement and to describe all other projects on which team members are currently involved. Results of the reference checks are considered in this category.

9. SOQ Format

In order to maintain comparability and simplify the review and evaluation process, all SOQs submitted are required to be organized in the following manner. Failure to comply with the prescribed organization may, at the discretion of the Evaluation Committee, result in the elimination of the SOQ from consideration. SOQs shall contain concise written material that enables a clear understanding and evaluation of the capabilities of the Offeror. Clarity and completeness are essential. The LCRDA, at its sole discretion, may reject any SOQ which is unclear in any way. SOQs are to be submitted in three ring binders or bound by binder clips only. **No manner of plastic, comb or wire bindings or staples are acceptable.**

Please type. The entire proposal must be limited to 40 single-sided 8½x11 pages (or 20 pages front and back), including all required attachments and any additional information, but excluding cover sheets and divider pages (as long as such pages do not include any promotional material, such as proposal language, pictures of past projects, etc.) Number each page consecutively.

Be sure to follow and clearly mark each section of your SOQ according to the sections below.

Tab 1 – Title Page – The Title Page should contain the following:

- The RFQ title
- The name of the proposing Offeror
- The name, address, telephone, e-mail address and fax number of the primary contact person
- Organizations Federal ID Number, Professional License No., and Florida Corporate Charter Number

Tab 2 – Table of Contents

The table of contents should include a clear identification of the material included in the SOQ, by section and by page number.

Tab 3 – Services to be Provided.

Include a list of services to be provided by discipline with names, registration numbers and number of projects worked with that consultants. Include disciplines: Architecture, Mechanical Engineering, Electrical Engineering, Civil Engineering, Structural Engineering, Landscape Architecture, Cost Estimating, etc.

For the disciplines listed, note which are being provided as part of basic services by entering the name of the firm providing the services. If services are to be provided by the Offeror, so indicate. If a consultant is to provide the service, list the consultant's name and professional license number from the appropriate Florida licensing board. Use names and license numbers of the firms as a whole, rather than of individuals in the firms. Include the number of previous projects on which the Offeror has worked with each listed consultant.

Tab 4 –Work in Progress and Staffing

- a) Work in Progress. Provide list of work in progress by project name with a column for fee remaining, and a column for fees related to work on hold. Provide grand total of fees remaining for all work in progress.

Include in the list each project currently under contract, including contracts as a consultant to another firm. If the Offeror's office is providing services for a contract held by another office location of the same firm, include a representative proportion of fee based on man-hour records. NOTE: For projects for which the fee is \$20,000 or less, the entry may be combined onto one line. (Ex.: 3 studies, 4 small projects Fee Remaining = \$84,200.)

For all projects, enter the total amount of fee remaining (unearned), including fees for additional service authorizations, but excluding fees payable to

consultants in the "Fees Remaining" column. **Failure to list all work in progress will be penalized.**

For projects under contract, but on hold for a long or indefinite period of time, enter the amount of fee remaining as described above in the "On Hold" column, and provide a letter from the owner verifying that the project is on hold. Typically projects on hold due to temporary funding issues or projects simply awaiting approvals to proceed into the next phase are not considered to be on hold. If a letter from the owner is not provided, then that project will be considered to be active, and will be factored into the total Work in Progress amount. Also include projects awarded to the Offeror firm, but not yet under contract in this column with an estimated fee amount.

- b) Professional and Technical Staff. Provide NUMBER of professional and technical staff (excluding consultants) by category including registered architects, registered engineers, technical staff, drafters (including CADD operators).

Exclude secretarial and marketing staff and any staff members whose technical duties comprise less than 70% of their responsibilities. Only employees assigned to the office location where the work is to be done shall be included. If an employee works part-time or divides his/her work between the Offeror's office and another office location, use an appropriate fraction.

- c) Fee per Person. Provide the average fee per person for professional and technical staff (divide total fee in 4a by total staff in 4b.)
- d) Employee List. List all permanent employees included in total in 4b including name, title, time w/firm, and city of residence.

**Tab 5 – Related Experience.**

Provide a list of related experience (no more than 10 projects) of comparable type, size, and complexity.

**DO NOT LIST PROJECTS ACCOMPLISHED BY ANOTHER BRANCH OFFICE, UNLESS AN INDIVIDUAL ON THIS PROJECT TEAM WAS INVOLVED IN THE PROJECT, in which case the project is listed as "Individual Experience".**

Provide the following information about each project: project name, public or private client; completion date (actual or anticipated); project location; construction cost (or fee amount if the project was a study), role in project, and whether or not EDA funded.

Below each project, list the individual members of the team proposed for this project, including consultants, who were involved on the listed project and their role in that project. A brief description may be provided to demonstrate the components of the project which are comparable to this project. Provide only the requested information-- do not attach a project list on any other agency's form. Do not provide detailed project information anywhere else throughout the proposal for any other than the ten (10) projects listed in this section.

For the column headed "Role in Project", provide the following:

- "Principal" if the project was accomplished by the "Offeror" firm office location where the Offeror will perform the work (if the project was done by a different office location, refer to "IE" below);
- "Consultant" if the project was accomplished by the firm as a consultant to another firm; and
- "IE" (individual experience) if the project represents experience of an individual on the Project Team while working for another firm or another branch of the Offeror firm (in such cases, identify the individual by name and indicate what role the individual played in the project, e.g., project manager, principal-in-charge, project architect, etc.).

Related experience of the Offeror's consultants may be provided as information on a separate sheet and clearly marked as "Experience of (Name of Consultant)." No more than ten (10) projects may be listed for all consultants combined.

**Tab 6 – Proposed Project Team.**

Provide a list of key members of proposed team by name, their role, if they are registered, the disciplines of their registration or training, city of residence and attach resumes. Provide a separate list with the same information for each consultant.

**Tab 7 – References.**

For the projects listed in Tab 5, provide the project name, the owner and the name and telephone number of the owner's representative. Provide the estimated or actual information for the "Completion Date" and "Construction Cost" columns. References for consultants may be requested at the option of the selection committee.

**Tab 8 – Examples of Offeror's Design Ability**

Provide examples of the Offeror's prior work and its design philosophy, as well as the Offeror's prior projects, their sensitivity to site and surroundings and their aesthetic appeal.

**Tab 9 – Required Forms**

(1) Include the following completed forms:

- Attachment 1 – SOQ Form
- Attachment 2 – Equal Opportunity/Affirmative Action Statement;
- Attachment 3 – Certification Regarding Debarment, Suspension and Other Responsibility Matters;
- Attachment 4 – Affidavit Certification Immigration Laws;
- Attachment 5 – Insurance Certification Form; and
- Attachment 6 – Drug-Free Work Place Form.
- Attachment 7 – Local Vendor Certification
- Attachment 8 – Offeror Registration Form (as submitted prior to December 9, 2020)

(2) Copies of required licenses, registrations, and certifications.

**ATTACHMENT 1**

**SOQ FORM**

Architectural Professional Services:  
North Florida Innovation Labs Building

Leon County R&D Authority  
2051 E. Paul Dirac Drive  
Tallahassee, FL 32310

SOQ Due Date: December 9, 2020 at 2:00 PM

SOQ of \_\_\_\_\_ hereinafter-called OFFEROR, a corporation organized and existing under the laws of the State of \_\_\_\_\_, or a partnership, a company, or an individual doing business as \_\_\_\_\_.

To the Leon County Research and Development Authority, hereinafter referred to as “LCRDA”.

The OFFEROR, in compliance with the Request for Qualifications 20-01 for Architectural Professional Services: North Florida Innovation Labs Building (RFQ), having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions of the proposed work, including the availability of materials and labor, hereby proposes to furnish all labor, material and supplies and at the compensation to be negotiated if selected as a most qualified firm. The compensation to be negotiated will cover all expenses incurred in performing the work required under the SOQ documents, of which this SOQ is a part. The compensation will be firm and shall not be subject to adjustment provided this SOQ is accepted and compensation negotiated within ninety (90) days after the time set for receipt of SOQs.

OFFEROR hereby agrees to commence work under this contract on or before a date to be specified in a written “Notice to Proceed” to be issued by the LCRDA.

Upon receipt of the Notice of Award, OFFEROR will expeditiously negotiate a formal contract on or before January 11, 2021, for approval by the LCRDA Board of Governors, and deliver Insurance Certificates as required.

The undersigned hereby declares that only the persons or firms interested in the SOQ as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this SOQ or in the contract to be entered into; that this SOQ is made without connection with any other person, company, or parties likewise submitting a SOQ; and that it is in all respects for and in good faith, without collusion or fraud.

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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I have read all of the specifications and requirements and do hereby certify that all items submitted meet specifications.

COMPANY: \_\_\_\_\_ AGENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Respectfully submitted,

Attest:

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

**ATTACHMENT 2**

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The Offeror hereby agrees 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 Offeror agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Offeror: \_\_\_\_\_

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

**ATTACHMENT 3**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

- 1) The Offeror 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 date 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 Offeror is unable to certify to any of the statements in this certification, such Offeror 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Offeror's name

\_\_\_\_\_  
Address

**ATTACHMENT 4**

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

The LCRDA will not intentionally award LCRDA contracts to any Offeror who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act).

The LCRDA may consider the employment by any Offeror of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Offeror of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the LCRDA.**

OFFEROR ATTESTS THAT IT IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_  
Notary Public - State of

\_\_\_\_\_  
(Type of identification) My commission expires:

Printed, typed, or stamped  
commissioned name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

***THE LCRDA RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***



**ATTACHMENT 6**

**DRUG FREE WORK PLACE FORM**

Drug-Free Work Place: Yes \_\_\_\_\_ N/A \_\_\_\_\_

If **Yes**, please complete the remainder of this form.

The undersigned Offeror hereby certifies that \_\_\_\_\_ (Name of Business) does:

Publish 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.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or novo contender to, any violation of Chapter 893, Florida Statutes, 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.

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.

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.

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Date

*This form **must** be completed, signed and returned with your response to fulfill the requirements of this RFQ*

**ATTACHMENT 7**  
**LOCAL VENDOR CERTIFICATION**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a Local Business. For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or Request for Qualifications by the Leon County R&D Authority; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror 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.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)

or has produced \_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, If Any

**Return Completed form with supporting documents to:**

**Leon County R&D Authority, Ron Miller  
2051 E. Paul Dirac Drive, Suite 100  
Tallahassee, Florida 32310**

**ATTACHMENT 8**

**OFFEROR REGISTRATION FORM**

Distribution of Solicitation Documents – Documents related to the subject RFQ are being distributed via the LCRDA’s website, <http://innovation-park.com/opportunities/>.

Official Registration - Companies must officially register, before December 9, 2020, in order to be placed on the Offeror registration list for this solicitation. This list is used for communications to prospective companies.

- To register as an Offeror, complete the following information in its entirety and email the completed registration form to Ron Miller at [rmiller@inn-park.com](mailto:rmiller@inn-park.com).
- Potential Offerors to the RFQ are responsible for reviewing the complete RFQ documents and for collecting all addenda prior to submitting their response. Addenda and revisions will not be forwarded automatically. Potential Offerors are advised to check the LCRDA’s website <http://innovation-park.com/opportunities/> periodically and prior to submitting their response.

Name of the Company:		
Company’s Mailing Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-Mail:
Primary Contact Person for the Company:		
Contact Person’s Mailing Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-Mail:

Questions & Answers - Questions concerning the RFQ, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the company may discover shall be directed in writing to Ron Miller. Such written questions and requests shall be: (1) received by Ron Miller no later than December 2, 2020 at 2:00 p.m. EST; (2) signed by a person authorized to contractually bind such company; and (3) directed to Ron Miller by the company by e-mail. Answers to such questions will be posted on the LCRDA’s website <http://innovation-park.com/opportunities/>.

Communication Prohibition - Prospective Offerors are cautioned not to contact any officials other than Ron Miller concerning this RFQ.

Contact Information for Ron Miller –

- E-mail: [rmiller@inn-park.com](mailto:rmiller@inn-park.com)

**Submit completed registration form to Ron Miller via email at [rmiller@inn-park.com](mailto:rmiller@inn-park.com).**

EXHIBIT A  
SITE LOCATION AND CONCEPTUAL LAYOUT



Site Location



Note: This draft work is conceptual and prepared solely for discussion purposes. It is not to be used for construction or other purposes without the necessary permits and approvals.



435 N. Main St. • Tallahassee, FL 32301 • 904.871.1406



Conceptual Layout

**EXHIBIT B**  
**INSURANCE**

*NOTE: "Contractor", as used herein, shall mean the selected Offeror.*

- a. **CONTRACTOR'S INSURANCE.** Contractor shall, at its sole cost, maintain limits no less than the following throughout the Term:
- i. **General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor's insurance shall include Authority as an additional insured as provided herein below.
  - ii. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor's insurance shall include Authority as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
  - iii. **Worker's Compensation and Employers Liability:** Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming Authority as an additional insured, Contractor shall provide to Authority a waiver of all rights of subrogation against Authority with respect to losses payable under such workers' compensation policy(ies).
- b. **AMENDED INSURANCE REQUIREMENTS.** Authority reserves the right to reasonably amend the insurance requirements to standards reasonable and customary for the size and type of business being conducted by Contractor by the issuance of a notice in writing to Contractor. The Contractor shall provide any other insurance or security reasonably required by Authority.
- c. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions applicable to any of Contractor's policies required above shall be declared to and approved by Authority. Thereafter, at the request of Authority, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Authority, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- d. **AUTHORITY AS ADDITIONAL INSURED.** Authority, its agents, officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Contractor's insurance policies, other than workers' compensation policies, that include coverage for the following:
- i. liability arising from, or in connection with, activities performed by, or on behalf of, Contractor;
  - ii. products and completed operations of Contractor;
  - iii. premises owned, occupied, or used by Contractor; or
  - iv. automobiles owned, leased, hired, or borrowed by Contractor.
- e. **CONTRACTOR'S INSURANCE AS PRIMARY.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Authority, its agents, officers, officials, employees, and volunteers. As such, any insurance or

self-insurance maintained by Authority, its agents, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. In such instances when Contractor's insurance coverage is primary, Contractor hereby waives all rights of subrogation against Authority with respect to losses payable under such insurance coverage.

- f. **CERTIFICATES OF INSURANCE.** Contractor shall furnish Authority with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Authority prior to the commencement of Contractor's services under this Agreement. Authority reserves the right to require complete, certified copies of all Contractor's required insurance policies at any time. Each of Contractor's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Authority. All of Contractor's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.
- g. **OTHER ENDORSEMENTS REQUIREMENTS FOR CONTRACTOR'S INSURANCE.** Each of Contractor's required insurance policies shall contain endorsements for, or otherwise provide, the following:
- i. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Authority, its agents, officers, officials, employees, or volunteers;
  - ii. that, to the extent of insurer's limits of liability, Contractor's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and
  - iii. that the companies issuing the insurance policy(ies) shall have no recourse against Authority for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Contractor.