



Jackson County Board of County Commissioners

1819-13 - Request for Qualifications (RFQ)

Architectural and Design Continuing Services Contract

The Jackson County Board of County Commissioners is soliciting proposals from individuals or companies to provide complete continuing professional Architectural services. The selected firms shall be capable of providing full service in the areas of Architecture to include design, permitting, services during construction and other related Architectural services on a continuing basis. The awarded firm(s) will be called upon to initiate projects intended to meet the needs of the Jackson County Board of County Commissioners. Some of these projects will be related to the damages sustained from Hurricane Michael; vendors are required to comply with all FEMA Required Contract Clauses and other federal requirements.

Response Deadline: Thursday, February 28, 2019 at 2:00pm, CST

Jackson County Board of County Commissioners
Attn: Purchasing Department
2864 Madison Street
Marianna, FL 32448

Contact: Judy Austin, Purchasing Agent
2864 Madison Street
Marianna, FL 32448
(85) 482-9633
jaustin@jacksoncountyfl.com

Please direct all questions in writing via email to the contact listed above. Proposers are required to complete and submit one (1) original and five (5) copies in one envelope marked clearly on the outside (RFQ) 1819-13 **Architectural and Design Continuing Services Contract**

Late submittals will be returned unopened. Submittals received after the submittal deadline will not be considered. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The Jackson County Board of County Commissioners reserves the right to reject any and all submittals, to waive any informalities or irregularities in the ITB process and to award the contract(s) in the best interest of the County

SECTION I –

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer’s name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit six (6) complete sets (one [1] original and five [5] copies) of their proposal complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals which do not comply with the requirements may be rejected at the option of the County.

2. DELAYS

The County, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the County to do so. The County will notify proposers of all changes in scheduled due dates by written addendum.

3. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it “No Bid,” and give the reason in the space provided.

4. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer’s Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. The County will not be responsible for late deliveries or delayed mail. The time/date stamp shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered.

Offers by facsimile, telegram, or telephone is not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals.

5. TAXES

The County is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The County exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the County shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the County.

6. MISTAKES

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

7. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated County employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The County will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

8. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

9. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

10. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the County in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the County at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact

person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The County will send a written addendum to all Proposers who requested a proposal directly from the County Purchasing Division. All proposers should contact the County at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The County shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

11. ADDENDUM

Should revisions to the Proposal Documents become necessary, the County will provide a written addendum to all proposers who received a proposal package from the County's Purchasing Division. Proposers who obtain Proposal Documents from other sources must officially register with the County's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the County in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

12. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the County.

13. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the County. All Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

14. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

15. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a

business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

16. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the County procurement process may contact the Purchasing Department for information and assistance.

17. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

18. AWARD

As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the County has entered into a contract or issued a purchase order.

19. EEO STATEMENT

The County is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

20. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Jackson County, Florida.

21. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the County the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of

such design, device, or materials in any way involved in the work.

22. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the County.

23. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Qualifications and the monies which may become due hereunder are not assignable except with the prior written approval of the County, through the Purchasing Division.

24. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable

O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

25. FACILITIES

The County reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer

26. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and/or services and so certify upon request.

27. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

28. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the County's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

29. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and

rescission of any ensuing contract.

30. PUBLIC RECORDS

Upon award recommendation or thirty days after opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

31. PROPOSAL PREPARATION COSTS

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposer’s should prepare their proposals simply and economically, providing all information and prices as required

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

□ Vendor shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

(1) Vendor at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the Jackson County Board of County Commissioners, hereinafter called "County" the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the County has been provided to, and approved by the County. The County at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor shall provide the County with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors to provide insurance coverage complying with the requirements set forth herein, and will provide the County with evidence of such coverage prior to the commencement of the sub-Contractor's work.

(2) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"
Part Two:	\$1,000,000 Each Accident
	\$1,000,000 Disease - Policy Limit
	\$1,000,000 Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the County and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13).

(3) General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. Jackson County BOCC and their respective members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (additional insured- County, Lessees, or Vendor – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(4) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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(5) Professional Liability Insurance.

Such insurance shall be on a form acceptable to the County and shall cover Vendor for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein.

The insurance may be subject to a deductible not to exceed \$10,000 per claim.

The insurance provided by Vendor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Council shall be excess of, and shall not contribute with, the insurance provided by Vendor.

DEDUCTIBLE OR SELF-INSURED RETENTION PROVISIONS:

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the County hereunder, no deductible or self-insured retention for any required insurance provided by the Vendor, pursuant to this Agreement, will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the County, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor of the Vendor to the County or its members, officials, officers or employees. Any remedy provided to the County or its members, officials, officers or employees by the insurance provided by the

County shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the County or its members, officials, officers or employees under this Agreement or otherwise.

Neither approval by the County nor failure to disapprove insurance furnished by Vendor shall relieve Vendor from responsibility to provide insurance as required by this Agreement.

Vendor shall deliver to the County the required certificate(s) of insurance and endorsement(s) before the County signs this Agreement.

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the County may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the County may use the services of another Vendor or Vendors, without the County incurring any liability to Vendor.

The Vendor shall furnish to the County Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the County fifteen (15) days prior to the renewal date.

Certificates of Insurance must be completed as follows:

Certificate Holder

**Jackson County Board of County Commissioners
Attn: Purchasing Department
2864 Madison Street
Marianna, FL 32448**

Additional Insured on the Commercial General Liability

Jackson County Board of County Commissioners and their members, officials, officers and employees.

SECTION III - INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

- 1.1 Qualifications are due on or before **2:00pm, CST Thursday, February 28, 2019**. Six (6) sets of sealed proposals (one original and five copies) shall be mailed or delivered to:

Delivery Address:

Jackson County
Board of County Commissioners
Purchasing Division
2864 Madison Street
Marianna, FL 32448

Mailing Address:

Jackson County
Board of County Commissioners
Purchasing Division
2864 Madison Street
Marianna, FL 32448

Copies of the documents are available electronically from the Purchasing Division by e-mail request to jaustin@jacksoncountyfl.com or on the web site of www.jacksoncountyfl.net/purchasing and click on current bids and RFP's. Any qualifications received after the designated time and date listed above will not be considered.

- 1.2 All proposals and qualifications will be publicly opened at the time and place specified. "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**"
- 1.3 As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

2. INQUIRIES/QUESTIONS

- 2.1 All inquiries shall be in a written format and addressed to the Purchasing Agent:

Jackson County Board of County Commissioners

Judy Austin, Purchasing Agent
2864 Madison Street
Marianna, FL 32448
Phone: 850-482-9633
Email: jaustin@jacksoncountyfl.com

2.2 No inquiries will be received within four (4) calendar days of the qualification closing date.

3. TERM OF CONTRACT

The term of this agreement shall for a period of two (2) years with three (3) one-year renewal options which may be renewed on an annual basis if mutually agreed to in writing by County and the Vendor, subject to the same terms and conditions set forth in this Contract.

4. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation on projects and a realistic goal for participation. List references of Owners, M/WBE firms or Vendors who can speak to your firm's utilization of M/WBE on previous projects.

5. CERTIFICATE OF INSURANCE

In order to do business with the Jackson County, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section III of the specifications.

6. PROFESSIONAL/BUSINESS LICENSES

Provide a current copy of all required Professional and Business Licenses

7. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal.

SECTION IV - STATEMENT OF WORK

1. PURPOSE

The Jackson County Board of County Commissioners is soliciting proposals from individuals or companies to provide complete continuing professional Architectural services. The selected firms shall be capable of providing full service in the areas of Architecture to include design, permitting, services during construction and other related Architectural services on a continuing basis. The general Vendor(s) will be called upon to initiate projects intended to meet the needs of the Jackson County.

Selection for continuing professional Architectural services does not guarantee assignment to any project or any services. The Jackson County Board of County Commissioners retains the right to negotiate with any firm on any project, whether or not the firm is one with which we have a present contract. Definition of specific services, selection criteria and project assignment methodology are included in the General Scope of Services section of this document.

Qualification statements must be submitted by: 2:00 PM, CST, Thursday, March 28th, 2019 at the Purchasing. Items to be included, but not limited to in the qualification statements are included in the General Scope of Services section of this document.

2. GENERAL SCOPE OF SERVICES

The exact scope of work under this contract will be determined during the life of the contract. Individual work projects will be identified and payment schedules will be negotiated at that time. These work projects may involve one or more of the following AND MAY INCLUDE WORK RELATED TO DAMAGES SUSTAINED TO BUILDINGS FROM HURRICANE MICHAEL.

- Electrical Design and Evaluation;
- Architectural Design and Evaluation;
- HVAC Design and Evaluation;
- HVAC Modifications;
- Energy Conservation Evaluation;
- Historic Structure Renovation/Restoration;
- ADA Accessibility Improvements;
- Planning, Permitting, Financial Reports and Miscellaneous Studies; and/or
- Other Remodel or New Projects as needed

3. PROJECT ASSIGNMENT

Vendor(s) selected for these projects will be utilized on an as needed basis depending on needs of the County and available funding. Each project will require the selected Vendor(s) begin contract negotiations for the specific project within fourteen (14) calendar days after first being notified by the County.

The County shall negotiate the contract with one of the Vendors on the rotating basis for a compensation the County determines is fair, competitive and reasonable. Should the County be unable to negotiate a satisfactory contract with the Vendor at a price the County determines to be fair, competitive and reasonable, negotiations with that Vendor will terminate and the County will undertake contract negotiations with the next Vendor. Negotiations will continue with Vendors until a fair, competitive and reasonable contract price is agreed.

Approval of the project scope, services and fees may require action by the Jackson County Board of County Commissioners prior to the authorization to proceed.

The Vendor will be required to commence work within fourteen **(14)** calendar days after authorization to proceed. If the Vendor fails to commence work within the fourteen **(14)** days without reasonable cause, the Board of Commissioners will have the right to seek another Vendor to work on the project and move the Vendor delaying the commencement of the project to the bottom of list of Vendors. The Jackson County Board of County Commissioners shall have the right to terminate any contract if the Vendor fails to commence work on any project or fails to perform in a timely and efficient manner.

4. PROPOSER'S LIABILITY

Nothing contained herein or in the agreement for professional Architectural services dated, or in any agreements with Vendors, shall be deemed to excuse the Vendor from responsibility to the owner for defects in the plans or where the Vendors are observing or inspecting the work, from defective work or materials about which they knew or should have known, and as to which they failed to advise the owner in writing.

INSTRUCTIONS FOR PREPARING

SECTION V - INSTRUCTIONS FOR PREPARING QUALIFICATIONS

1. GENERAL INSTRUCTIONS FOR SUBMITTALS

SOLICITATION. One (1) original solicitation and five (5) copies are to be submitted to:

Jackson County Board of County Commissioners
Purchasing Division
Attn: Judy Austin
2864 Madison Street
Marianna, FL 32448

Responses must be received no later than 2:00 PM, CST on February 28, 2019

Format. All written material submitted in response to this request should be typed and double-spaced. Elaborate brochures, binding and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

Limitation. This request for qualifications does not commit the Jackson County to award a contract, or to pay any costs incurred in the preparation of the same. The County reserves the right to negotiate with all qualified sources, and to cancel, in part or in its entirety this request for qualifications, if it is in the best interest of the County. The County shall require the selected Vendor(s) to participate in negotiations and to submit technical or other revisions to their proposals as may result from negotiations.

Contract Completeness. The Jackson County Board of County Commissioners may select a Vendor based solely upon the qualifications received without discussions with the Vendor who prepared the proposal. Each request should, therefore, be as clear and self-explanatory as possible. Jackson County reserves the right to request additional data in support of written qualifications and will be seeking the most favorable terms from a technical and staffing viewpoint.

Period of Qualifications. The Vendors selected may perform services for County projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

Schedule and Statement of Work. The selected Vendor(s) must submit a detailed monthly schedule of performance for the specified project time periods. Additionally, the estimated man-hours required for each task of the project by type of expertise required and the availability of all technical staff members and sub-Contractors of the project, by percent of time, shall be included.

Proposer's Authorized Signature. An official authorized to bind the Vendor in a contractual agreement shall sign the proposal. The Vendor shall provide the following information: Name, address and telephone number of the individual(s) with authority to negotiate and contractually bind the Vendor. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

2. SELECTION AND EVALUATION CRITERIA

Architectural firms desiring to be considered for a contract to perform services described in the General Scope of Services section of this document must provide information and documentation for each of the following:

- 1) Evidence of license to perform professional Architectural services in the State of Florida;
- 2) Willingness to meet time and budget requirements;
- 3) Whether the firm is certified as a Minority Business Enterprise and Equal Opportunity Employer;
- 4) List of projects, large and small, presently under contract with location description of services, construction cost estimate, schedule commitments, client names, Vendor and Project Managers;
- 5) List of design projects, large and small, completed within the last two (2) years, to include location, description of services, project schedule compliance, final construction cost, client names and Project Managers;
- 6) How familiar is the firm with Jackson County in relation to project design requirements, standards and the approval process;
- 7) Client references for projects completed and under presently open contracts; and
- 8) Description of the firm's professional credentials and experience of individual staff members that will be assigned to Jackson County projects.

Evaluation Criteria. Prospective Vendors are advised that the selection of a Vendor for contract award will be made after careful evaluation of qualifications. The Jackson County Board of County Commissioners shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

- 1) The degree to which the Vendor demonstrates an understanding of the history, user needs and technical aspects of the RFQ, the degree of responsiveness of the proposal to the RFQ requirements and the probable effectiveness of the proposed program.
- 2) The Vendor's ability to show: state-of-the-art creativity and practicality in attempting to meet the objectives of this request, in a timely manner; specific personnel capabilities (training and experience); communication skills, and a commitment to a program of quality assurance. A site visit to the applicant's office or projects may be performed.
- 3) History of demonstrated compliance with agreed upon milestones, budgets, and the ability to work in a multi-disciplinary mode, especially for governmental bodies. Opinions of past, or current, project sponsors regarding the candidate's general ability or performance in projects.
- 4) No unresolvable conflict of interest (according to government policies and definitions).
- 5) Past claims of Errors and Omissions and how they were resolved.
- 6) The Jackson County Board of County Commissioners will use an in-house evaluation

team that will rate and select Vendors. Interviews and presentations **may be** scheduled.

3. SELECTION PROCEDURE

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms if deemed necessary or beneficial. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the County Commission for award.

The County reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the County. The County also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the County to best serve the public interest of the County.

The County may act only through the Board of County Commissioners. The proposer may not rely on any representations by the County other than as approved by official action of the County Commission.

The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.

The State and Federal law and shall govern any contract resulting from this RFQ. The selected Vendor(s) will also be required to comply with all applicable laws, ordinances, rules, regulations and contract provisions.

4. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- 1) Not all questions, instructions, and forms in the Qualification package have been properly completed;
- 2) The RFQ response is found to have concealed or contained false and/or misleading information;

- 3) The County did not receive the RFQ package prior to the submittal deadline;
- 4) Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- 5) All forms included with the application were not signed and/or submitted;
- 6) The Qualification package signature page is not properly executed; and/or
- 7) Completed Project Specific Reference forms are not returned with proposal.

5. WAIVERS

The County in its sole discretion, reserves the right to reject any and all qualifications, accept any qualification packages or any combination of qualifications or waive any minor irregularity or technicality in qualifications received and may, at its sole discretion, request a re-qualification, when in its sole judgment, it will best serve public interest.

6. EVALUATION METHODOLOGY

The County will assemble an evaluation and selection committee comprised of staff and additional Vendors if necessary. This committee shall evaluate the qualifications and may recommend the top ranked firms for oral presentations. The committee shall evaluate the qualifications based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein; and other requirements as required by the County.

The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The Qualification Package is designed to provide information about your firm. In addition, the information provided will be used in evaluating the firm's qualifications to perform the advertised work. Evaluation scores may be assigned, but not limited to such areas as:

- 1) Qualifications of Firm and professional personnel;
- 2) Prior/Current Performance on projects: The prior and/or current performance of the Firm and all professionals proposed for use on the team in the planning, design and administration of project(s) performed;
- 3) Performance on specific projects shall be rated higher than performance on similar projects. A minimum of three projects for the firm and/or at least five combined projects for individual team members is required. To achieve a high ranking here a higher number of projects for the firm and/or its team members must have been performed. Projects should be those completed as recent as possible, but no later than in the past ten years; and
- 4) MBE/WBE Certification

Failure to respond to all of the questions in the RFQ package shall result in the submittal being considered non-responsive. In order for the County to make a determination on qualifications, a complete package must be submitted.

To obtain the best possible score, it is important that the Project Team Staffing Experience and Related Experience of the Firm portions of the Package specifically address the advertised major area/classes of work, and any special requirements that may be listed. Do not submit resumes in lieu of completing these portions of the RFQ.

If you propose to joint venture or use outside professional services for any of the project requirements all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own submittals.

All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

7. ADDENDA

Should revisions to the Proposal Documents become necessary, the County will provide a written addendum to all proposers who received a Proposal package from the County's Purchasing Division. The County will also provide written addenda through www.jacksoncountyfl.net/purchasing at least five (5) days prior to the opening date of the proposal. Proposers who obtain Proposal Documents from other sources must officially register with the County's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have failed to submit a Proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the County in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the Proposal as acknowledgment of addendum

8. SUBMITTAL PACKAGE INSTRUCTIONS

Submit this portion of the Request for Qualifications as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the County to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by or known to the County.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by County in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the County to reject the Qualifications package, and if after the award, to cancel and terminate the award and/or contract.

Tab #1 Architectural Firm Profile:

If a corporation, complete the following:

- ✓ Firm name, address and phone number: (specify if different than parent company)
- ✓ Address of proposed office in charge (including Phone No. And Fax No., email address)
- ✓ Type of firm: corporation, individual, other; If corporation, complete the following:
- ✓ Date incorporated
- ✓ State of incorporation
- ✓ Date authorized to do business in Florida
- ✓ President, Vice President, Secretary
- ✓ Federal Employers Identification Number

If partnership, complete the following:

- ✓ Firm name, address and phone number: (specify if different than parent company)
- ✓ Address of proposed office in charge (including Phone No. And Fax No., email address)
- ✓ Date organized, Type: General, Limited
- ✓ Names and addresses of Partners
- ✓ Federal Employers Identification Number
- ✓ Do you have a job cost account system?
- ✓ If yes, answer the following:
- ✓ Does the system separate and accumulate direct and indirect costs (both labor and expenses)?
- ✓ Individual job cost ledgers maintained by job to support direct costs as accumulated in the general ledger?
- ✓ Is subsidiary job cost reconciled on a regular basis with the general ledger?
- ✓ Are time and expense reports utilized in the separation of direct and indirect costs.

Tab #2 Letter of Transmittal:

Provide a statement addressing why your firm would be in the best position to deliver the required services. (Limit to two (2) pages.)

Tab #3 Proposed Project Team Firms:

For each **Architect/discipline offered**, please list the following:

- ✓ Name of Architect
- ✓ Florida State License Number (Department of Professional Regulation);
- ✓ Submit your State of Florida proof of incorporation and copy of Corporate Charter Number, if a corporation, as issued by the Division of Corporations, Department of State.
- ✓ Attach a copy of the current Florida Department of Professional Regulation License(s)/ registration with the appropriate Board(s) for your firm and each of the license numbers listed.

- ✓ If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.

Tab #4 Specific Related Experience of the Firm:

List projects completed and/ or held, specific and comparable, to this project.

Indicate:

- ✓ Client Name, contact person and title, address, telephone number and fax number
- ✓ Description of the project including project starting and ending dates.
- ✓ Principal/Project Manager in Charge, licensing/ certifications, various team positions
- ✓ Whether your firm was the primary or sub-Contractor
- ✓ Architect cost
- ✓ Change orders issued with explanation of same.

Tab #5 Key Proposed Project Team Personnel:

- ✓ Indicate the proposed project team key personnel for the applicant, Architects, and/or professional/technical staff. For each individual listed, show discipline(s) of licensure/training and County of residence.
- ✓ Include resumes for all key proposed project team personnel.
- ✓ Include firms overall experience specific to this Request for Qualifications.

Tab #6 Project Team Staffing Experience:

For each proposed team member, list projects comparable and specific to this project.

Indicate:

- ✓ Position; Principal in Charge, Project Manager, various team positions
- ✓ Client Name, contact person and title, address, telephone number and fax number
- ✓ Project Description, including project starting and ending dates.
- ✓ Construction cost
- ✓ Whether your firm was the primary or sub-Contractor

Change orders and the reasons why they were issued

Tab #7 Attachments:

Insert all required attachments here; Licenses, certifications, proof of insurance, etc.

- ✓ Proof of all insurances; Liability, Auto, Workers Comp, etc., per criteria listed in this RFQ.
- ✓ Amount of claims currently against this insurance
- ✓ What will be your turnaround time for written responses to County inquiries?
- ✓ How much advance notice do you need to appear at the County for meetings?
- ✓ List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor

organizations during the past ten (10) years. Include in the description the disposition of each such petition.

- ✓ List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
- ✓ List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.
- ✓ Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from Proposing by any government during the last five (5) years? If so, provide details.

The County will not intentionally award publicly-funded contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section I324a (e) [Section 274A9e) of the Immigration and Nationality Act (AINA)]. The County shall consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such a violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

Tab # 8 - References

- ✓ Submit a completed Project Specific Reference form for each project that is listed in Tabs #4 and #6.
- ✓ References must be for specific/similar projects, a minimum of three (3) references are required.

