

RFQ 12/13-03 MECHANICAL ENGINEERING CONSULTANT SERVICES

The District Board of Trustees of Valencia College, Florida is accepting sealed qualifications to establish a Continuing Contract with one or more **MECHANICAL ENGINEERING CONSULTANTS** on an as needed basis.

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

A non-mandatory pre-submittal meeting will be held on **Tuesday, October 2, 2012 at 10:30am**. The meeting will be at Valencia's West Campus, 1800 South Kirkman Road, Orlando FL. 32811, Building 6 Room 202.

Those firms that are not able to attend the pre-submission conference are responsible for checking the Valencia Procurement website for any addenda or changes to the RFQ document. Addenda may be issued following a pre-submission conference that changes the scope of work or other mandatory requirements of the solicitation. Firms that do not indicate the receipt of addenda as posted on the Valencia's website will be deemed as not responsive and their qualification packet will not be considered.

Requests for Qualifications are available on the College's Procurement Department website at: http://valenciacollege.edu/procurement/bids.cfm

Qualification packets shall be delivered prior to 3:00 p.m. on Tuesday, October 16, 2012 to the following address:

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

Late submittals will not be accepted. After the closing time, the firm submittals will be opened for the sole purpose of recording the names of the firms submitting. All Qualifications submitted must be fifty (50) pages maximum, plus cover page, or shall be deemed non-responsive.

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

On **Tuesday, October 23, 2012 at 1:30 p.m.** a public meeting will be held to review, rank, and shortlist the firms. This meeting will be held in Building 14, Room 100 at the West Campus.

On **Thursday, November 1, 2012 at 9:00 a.m.**, interviews will be held with the top ranked firms at the College's West Campus, Building 8, Room 111EF. Immediately following the interviews, a public meeting will be held to finalize the ranking of the firms.

Campus maps and directions may be found at http://www.valenciacollege.edu/aboutus/locations/. Any firm requiring a special accommodation at the public meetings because of a disability or physical impairment should contact the Procurement Office at valenciacollege.edu at least three (3) working days prior to any meeting.

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

Ed Ames

Director, Procurement Services

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SECTION A: CALENDAR OF EVENTS AND PUBLIC MEETINGS

VALENCIACOLLEGE REQUEST FOR QUALIFICATIONS

RFQ 12/13-03 MECHANICAL ENGINEERING CONSULTANT SERVICES

Time	Day / Date	Description
	Monday, September 24, 2012	Begin Advertising.
10:30 am	Tuesday, October 2, 2012	Non-mandatory pre-submittal meeting. West Campus, Building 6, Room 202
3:00 pm	Tuesday, October 16, 2012	RFQ's due date. Procurement Services (MC 4-42), West Campus, Building 14, Room 100
1:30 pm	Tuesday, October 23, 2012	Public meeting to review, rank and shortlist qualifications. West Campus, Building 14, Room 1002
9:00 am	Thursday, November 1, 2012	Interview the top ranked firms. West Campus, Building 8, Room 111EF
Following Interviews	Thursday, November 1, 2012	Public meeting to finalize the ranking of the firms. West Campus, Building 8, Room 111EF
8:30 am	December 18, 2012	Board Meeting

Campus maps and directions may be found at http://www.valenciacollege.edu/aboutus/locations/.

SECTION B: GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Contract

The negotiated contract / agreement resulting from this Request for Qualifications process will be governed by the terms and conditions contained in the RFQ and as negotiated prior to contract execution. The appropriate AIA Documents may be utilized to supplement the agreement on an as needed basis, at the discretion of the College.

Assignment

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

Firm's Expense

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

Confidentiality

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

Independent Firm

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

Insurance Required

A. The firm shall indemnify, defend, and pay on behalf of and hold completely harmless the College ("College" includes, without limitation, members of the College's Board of Trustees, officers, employees, contractors and agents) from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the College, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Agreement,

or the acts or omissions of the firm ("the firm" includes, without limitation, its officers, agents, employees, subcontractors, licensees or invitees), regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the College's negligence or by the joint negligence of the College and any person other than the firm, or (ii) arising out of or in connection with the failure of the firm to keep, observe or perform any of the covenants or agreements in this Agreement which are required to be kept, observed or performed by the firm. College agrees to give the firm reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the firm or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the firm shall engage counsel reasonably acceptable to College. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement with respect to any acts or omissions occurring during the term of the Agreement.

- B. The firm shall assume all responsibility for loss incurred by College caused by the firm's neglect or violation of any state or Federal law, state or municipal or agency rule, regulation or order. The firm shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The firm will notify the College in writing of any claim made or suit instituted against the firm because of its activities in performance of this Agreement.
- C. In any and all claims against the College, or any of its officers, trustees, agents, contractors, or employees, by any employee of the firm, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the firm under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefit payable by or for the firm or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- D. No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that College may have as to any party or person described therein.
- E. The firm shall purchase and maintain in force during the term of this Agreement, at its own cost and expense, to protect the College, (including, without limitation, all members of the College's Board of Trustees, officers, agents, and employees) from and against any and all liabilities, arising out of or in connection with the firm's performance of its obligations hereunder, general liability and other insurance, including professional liability (errors and omissions), and automobile liability insurance, with limits of coverage reasonably acceptable to the College and with contractual liability coverage for the firm's covenants to and indemnification of College under this Agreement. The College requires an insurer authorized to do business under the laws of the state of Florida with a BEST guide rating of B+ V or higher covering the firm's officers, employees, agents, servants and its subcontractors (if any) engaged in the provision of services under this Agreement upon the following terms and conditions and for the specified amounts:
 - i. Statutory workers' compensation insurance covering the firm's Employees; and
 - ii. Employer's liability insurance with a minimum limit of \$100,000.00 per occurrence; \$200,000.00 combined with respect to any employee not covered by workers' compensation insurance; and
 - iii. Commercial general liability insurance, including owned, non-owned and hired automobile liability coverage, applicable to personal injury and property damage, with a combined single limit of not less than \$1 million per occurrence, \$2 million aggregate; and which shall contain:

- a. Provision or endorsement naming The District Board of Trustees of Valencia College, Florida as an additional insured with respect to liability arising out of the performance of any services by the firm or its employees, officers, agents, or servants under this Agreement and providing that such insurance is "primary" insurance with respect to College's interests and that any other insurance maintained by College is excess and not contributing insurance with the insurance required hereunder;
- b. A waiver of subrogation with respect to the additional insured; and
- c. Provision or endorsement stating that such insurance will include contractual liability specifically referring to liability assumed by the firm under this Agreement, including, without limitation, that set forth in this Agreement.
- iv. Insurance to cover dishonest acts by Employees with a limit of not less than \$25,000.00; and
- v. Statutory unemployment insurance.
- vi. Professional Liability Insurance-errors and omissions-\$1,000,000.00, each occurrence.
 - Any and all certificates called for by this subparagraph shall also specify that not less than thirty (30) days written notice shall be given to the College prior to cancellation, termination or modification of a policy of insurance required by this subparagraph.
- F. The firm agrees that the "District Board of Trustees of Valencia College, Florida" (including, without limitation, all members of the College's Board of Trustees, officers, agents, and employees) shall be named as additional insured's under such policy or policies of insurance. All such insurance shall provide that it is primary insurance as respects any other valid insurance College may possess, including any self-insured retention or deductible College may have, and that any other insurance the College does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies that are acceptable to the College, and said policies shall be in a form satisfactory to College. The declaration page(s) from all insurance policies obtained by the firm in accordance with this Paragraph E, or a properly completed Certificate of Insurance on a form provided by the College, shall be furnished to the College upon the execution of this Agreement, and said declarations page(s) or Certificate of Insurance shall provide that such insurance coverage will not be reduced or canceled without at least thirty (30) days prior written notice to College. Prior to the expiration of any such policy, the firm shall file with College a certificate of insurance showing that such insurance coverage has been renewed. If such insurance coverage is canceled or reduced, the firm shall, within five (5) days after such cancellation or reduction in coverage, file with College a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by College. If the firm fails to obtain or have such insurance reinstated, College may, if it so elects, and without waiving any other remedy it may have against the firm, immediately terminate this Agreement. The firm shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and limits specified herein.
- G. Compliance with these insurance requirements shall not relieve or limit the firm's liabilities and obligations under this contract. Failure of the College to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the College to identify a deficiency from evidence provided will not be construed as a waiver of the firm's obligation to maintain such insurance.

Open Competition

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

Public Crimes

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

Prohibition Against Contingent Fees

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

Proposed Materials

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

Proprietary Material

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

Ownership of Work Products

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

RFQ Interpretation

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

Errors and Omissions

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

Firm's Responsibility

It is understood and the firm hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFQ. If selected, the firm shall submit to Procurement Services a quarterly report showing the names, projects, and dollars spent with any minority or women owned sub-firms and/or firms.

Qualification Rejection

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

Performance Inquiry

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

Severability

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

In the event any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

Venue

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

Lobbying

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

Americans with Disabilities Act of 1990

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

Protest Of Specifications

Any <u>Notice of Protest</u> involving the specifications/term/conditions or any other aspect of the Request for Qualifications must be filed in writing within seventy-two (72) hours after posting of the solicitation. Formal written protest must be filed within ten (10) days after the date of the Notice of Protest is filed; noting references to the specific statutes the protest is based upon. Failure to file a protest within the time prescribed in 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Protest Of Recommended Award

The recommended award will be available for review at the Procurement Office and electronically posted on the Procurement Web-site prior to submission through the appropriate approval process. Failure to file a written protest within the time prescribed in 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

Availability of funds

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

Payment

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

Valencia College Accounts Payable PO Box 3028 Orlando, FL 32802

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

Term of Contract

The initial term of any contract resulting from this RFQ shall be for five (5) years. The contract will be rebid at the end of the five years period. The contract may be cancelled by either party with thirty (30) days written notice.

Pricing

The College shall negotiate pricing with the Firm on a project by project basis. The College and Firm will agree upon compensation that is determined by the College to be fair, competitive and reasonable. In making such determination, the College shall conduct an analysis of the cost of the professional services required in addition to considering the scope and complexity of the project. For any lump- sum or cost plus a fixed fee project exceeding the threshold amount provided in 287.017 for Category Four, the College shall require the firm to execute a truth in negotiation certificate stating that the wage rates and other factual costs supporting the compensation are accurate, complete, and current at the time of contracting.

Use Of Contract By Other Agencies

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, other community colleges, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

SECTION C: PROJECT SCOPE OF WORK

The Project Scope: Furnish planning, design, engineering, and consulting services in connection with various buildings and facilities owned or operated by, or related to the activities of Valencia College.

The Services shall include, but not be limited to inspection services, engineering recommendations, individual building inspections to determine areas and reasons for the requested modifications or problem solving, construction administration, design, construction administration services and all other necessary services to assist Valencia College facilities staff as requested.

These processes shall include but not be limited to:

- 1. Provide inspection services for projects as requested by facilities.
- 2. Provide detailed engineering recommendations in addition to complete construction documents.
- 3. Provide individual building inspections to determine project scope.
- 4. Design and engineer renovations, remodeling and or new construction projects as requested.
- 5. Consult and inspect projects before and during construction to ensure compliance with manufacture's criteria and specifications, as well as design professional's plans and specifications.
- 6. Develop reporting systems, contract administration, and communication plans on major projects.
- 7. Provide Construction Administration for projects.
- 8. All other necessary services so as to provide a complete set of construction documents which address all parts and portions of the required project.

SECTION D: SUBMITTAL INFORMATION

Submittal Information

Please submit one (1) original, four (4) copies and one (1) CD of each qualification packet. Qualification packets must be received at the College's Procurement Department (MC 4-42), 1800 South Kirkman Road, Building 14, Room 100, Orlando, Florida, 32801, prior to 3:00 pm on **Tuesday, October 16, 2012**. Qualifications that arrive after the closing time and date will not be accepted. The original qualification packet must be marked clearly as "Original" and the copies must be separate and complete documents that may be distributed to the committee members without any sorting or assembly by the Procurement staff. All responses must be bound or stapled. Facsimile qualification packets will not be accepted. Failure to provide one original and four (4) copies of the qualification packets will be grounds for disqualification.

RFQ submittals shall be fifty (50) pages maximum. The fifty page maximum does not include tabs and or page dividers. The Solicitation number and name are required on the sealed envelope along with the firm's information. Unidentified packages may not be opened.

Response Requirements

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

- Tab No. 1 Project Team's Professional Qualifications -
- Tab No. 2 Firm's Experience with Continuing Service Contracts –
- Tab No. 3 Mechanical Engineering Design Experience –
- Tab No. 4 –Experience with Building Automation Systems (BAS) –
- Tab No. 5 Mechanical Engineering experience with Higher Education –
- Tab No. 6 Proximity / Location to the office of the proposed firm to the West Campus –
- Tab No. 7 Provide copies of the firms' current license (s) to do business in the State of Florida -
- Tab No. 8 Signature Page -
- Tab No. 9 Acknowledgement of Addenda –
- Tab No. 10 Drug-Free Workplace Form -
- Tab No. 11 Public Entity Crimes -
- Tab No. 12 Submit a Certificate (s) of insurance confirming professional liability/errors and omissions insurance (one (1) million dollar minimum), current workers compensation, public liability, and property damage insurance as specified in the RFQ document and as required by law-mandatory requirement, no point value.

Tab No. 13 – Firm shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin, the execution or delivery of the firm's obligations or diminish the firm's financial ability to perform the terms of the proposed contract.

SECTION E: SELECTION PROCESS

The Selection of one or more Mechanical Engineering Consultants will be a two part process in accordance with the Contractor's Competitive Negotiation Act (CCNA), Florida Statute 287.055. The appointed selection committee will participate in evaluating the firms throughout both parts.

Part 1- Submittal Review

The selection committee will review responsive submittals and score the written responses according to the evaluation criteria listed below. The criteria and points available for Part 1 are explained below and listed in Attachment 6. The individual committee member's scores for Part 1 will be totaled and then entered into the master score sheet. The committee will select at least three (3) but no more than five (5) of the highest ranking firms to move on to Part 2.

Part 2- Interviews

The highest ranking firms, as determined in Part 1, will be invited for interviews with the selection committee. The criteria and points available for the interviews are explained below and listed in Attachment 7. The individual committee member's scores for Part 2 will be totaled and then entered into the master score sheet. The total points for each firm will be the total of the two scores from Part 1 and Part 2. The master score sheet and rankings will be posted on the Valencia procurement web site for seventy two hours prior to contract negotiations with the top ranked firm.

PART 1 SUBMITTAL REVIEW - EVALUATION CRITERIA

The evaluation committee will rate the proposer's submittals and interviews with a grading scale that will award 4 points for exceeding expectations, 3 points for somewhat exceeding expectations, 2 points for meeting expectations, 1 point for somewhat meeting expectations and 0 points for not meeting expectations.

Evaluation scoring scale per each criterion is as follows:

Exceeds expectations	4- points
Somewhat exceeds expectations	3 points
Meets expectations	2 points
Somewhat meets expectations	1 point
Does not meet expectations	0 points

Criterion # 1 - Project Team's Professional Qualifications

Provide the names, functions, and resumes of the specific individuals that will comprise the team that will be assigned to this continuing contract. Specifically list the Professional Qualifications of the proposed team members.

<u>Criterion # 2 - Firm's Experience with Continuing Service Contracts</u>

Provide a list of continuing service Mechanical Engineering Consultant contracts that you have held within the last five years. Include the institution, company or firm name, address, contact person and examples of projects completed under continuing contracts. Also provide the contact person's address, phone number and e-mail address. Indicate the length of time that each contract was held for each company or institution listed.

Criterion #3 - Mechanical Engineering Design Experience

List the Firm's most recent experience/projects with Mechanical Engineering Design. Include the client name, locations, dates and other related information.

<u>Criterion # 4 – Experience with Building Automation Systems</u>

List the Firm's experience in working with Building Automation Systems. Include the type of system, client name, location, dates and other related information.

Criterion # 5 – Experience with Higher Education

Provide an extensive list of experience with Higher Education entities. Include the client name, locations, cost, dates and other related information. Provide complete reference information for each project. Reference information must include the contact person's name, phone number and e-mail address.

Criterion # 6 - Proximity/Location of the office of the proposed firm to Valencia's West Campus

0-35 Miles	1
36-100 Miles	3
101-150 Miles 2	2
151-200 Miles	1
Over 200 Miles)

PART 2 ORAL PRESENTATIONS/INTERVIEWS - EVALUATION CRITERIA

Evaluation scoring scale per each criterion is as follow:

Exceeds expectations	4- points
Somewhat exceeds expectations	3 points
Meets expectations	2 points
Somewhat meets expectations	1 point
Does not meet expectations	0 points

Criterion 1: Interaction/Connection with Valencia Team

This criterion is designed to gauge the cohesiveness of the proposed design team and their ability to interact and connect with the Valencia team.

<u>Criterion 2: Demonstrated Understanding of Work Utilizing a Continuing Contract</u>

Describe in detail how your firm operates in a continuing contract environment. Provide examples of the process utilized.

Criterion 3: Challenges/Solutions

Discuss multiple projects under continuing services contracts that presented diverse challenges. Identify the challenges and explain how the challenges were addressed and include the outcomes/results.

Criterion 4: Reference Check

Only the shortlisted firms will be required to provide Attachment No. 5, Reference Check Form, to at least three (3) references listed in Tab 3 or 5. Please note that it is your responsibility to get the reference forms to your references. The completed Attachment 5 must be returned directly to Valencia Procurement from the references. Forms will not be accepted from your Firm. Unresponsive references mean fewer points in this category.

Reference Check Forms are due to Valencia Procurement before 3:00 PM, Wednesday, October 31, 2012.

ATTACHMENT 1 SIGNATURE PAGE

VALENCIA COLLEGE REQUEST FOR QUALIFICATIONS

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All bidders shall submit a copy of their occupational license with their bid; by signing this bid document, all bidders certify that all M/WBE firms/sub firms are licensed to work in the scope assigned to them in this project.

(Please type or print clearly for reproduction purposes)

IDENTIFICATION		Type of Serv	vice/commodity	
Company Name		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Purchasing Address		City	State	ZIP (9-digit)
Remit to Address		City	State	ZIP (9-digit)
Phone #	Fax#	Web page a	ddress	
Contact Person	Title	E-M:	ail Address	
Address of Parent Company		City	State	ZIP (9-digit)
Federal Employer Tax Identificatio	n No (9-digit) OR So	ocial Security Number (SSN)	
Are you a 1099 recipient?		If YES, under what	name	
OWNERSHIP Please check all ap Company is at least 51% owned, co		y Minority Perso	n(s) 🗆 Woman	/Women
f minority owned, check applicable ☐ African American Native Hawaiian)		ve American (includes Ame	erican Indian, American Es	kimo, American Aleut, and
□ Asian Pacific American (include: □ Asian Indian American (include	s oriental) $\hfill\Box$ Hispa s India, Pakistan, and Bangladesh)	anic American		
Please attach your Minority Certifi	cation			
Name (Print):				
Signature:				

All bidders certify by their signature that they have read and understand the conditions and specifications of this bid and that they have the authority, capacity and capability to perform according to the conditions and specifications of this Invitation to bid.

ATTACHMENT 2 ACKNOWLEDGEMENT OF ADDENDA

VALENCIACOLLEGE REQUEST FOR QUALIFICATIONS

RFQ 12/13-03 MECHANICAL ENGINEERING CONSULTANT SERVICES

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

Addendum No	, Date	Addendum No,	Date
Addendum No	, Date	Addendum No,	Date

ATTACHMENT 3 DRUG-FREE WORKPLACE FORM

VALENCIA COLLEGE REQUEST FOR QUALIFICATIONS

RFQ 12/13-03 MECHANICAL ENGINEERING CONSULTANT SERVICES

The undersigned supplier, in accordance with Florida Statute 287.087 hereby certifies that

		does:
1. Publish a stater possession, or use		 wful manufacture, distribution, dispensing, in the workplace and specifying the actions that nibition.
maintaining a drug	ees about the dangers of drug abuse in t g-free workplace, any available drug cou penalties that may be imposed upon en	nseling, rehabilitation, employee assistance
•	loyee engaged in providing the commod nent specified in Paragraph 1.	ities or contractual services that are under bid a
commodities or co statement and will violation of Florida	ontractual services that are under bid, th I notify the employer of any conviction o	inployees that, as a condition of working on the employee will abide by the terms of the of, or plea of guilty or nolo contendere to, any since law of the United States or any state, for a days after such conviction.
	ion on, or require the satisfactory partic gram if such is available in the employee	ipation in a drug abuse assistance or 's community, by any employee who is so
6. Make a good fa Paragraphs 1 thru		g-free workplace through implementation of
As the person auth requirements.	horized to sign this statement, I certify the	hat this firm complies fully with above
_	Proposer's Signature	_
_	Proposer's Name	_
_	Date	_

ATTACHMENT 4 PUBLIC ENTITY CRIME

VALENCIACOLLEGE REQUEST FOR QUALIFICATIONS

RFQ 12/13-03 MECHANICAL ENGINEERING CONSULTANT SERVICES

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

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

	(print name of the public entity)
Ву	
	(print name of entity submitting sworn statement)
whose business addre	ess is
and (if applicable) it's	Federal Employer Identification No. (FEIN) is:
(If the entity has no E	EIN, include the Social Security Number of the individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime: or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the sworn statement. (indicate which st		ked below is true in relation to the entity submitting this
	management of the entity, r	rectors, executives, partners, shareholders, employees, or any affiliate of the entity have been charged with and
	active in management of the	ne officers, directors, executive, partners, shareholders, entity or an affiliate of the entity has been charged with and
employees, members, or agents who are and convicted of a public entity crime sub. Hearing Officer of the State of Florida, Div	active in the management of isequent to July 1, 1989. How vision of Administrative Heari	s officers, directors, executives, partners, shareholders, the entity or an affiliate of the entity has been charged with ever, there has been a subsequent proceeding before a ngs and the Final Order entered by the Hearing Officer emitting this sworn statement on the convicted vendor list
PARAGRAPH 1 (ONE) ABOVE IS FOR THAT CALENDAR YEAR IN WHICH IT IS FILED.	T PUBLIC ENTITY ONLY AND, I ALSO UNDERSTAND THAT OF THE THRESHOLD AMOUR	TRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO IT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR IN THIS FORM.
[Signature]		
Print Name		
Date		
Sworn to and subscribed before me this_	day of	2012
Personally known OR Prod	luced identification	
Notary Public - State of	My commission expires	(Type of identification)
(2.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1		

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

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

ATTACHMENT 5 REFERENCE CHECK FORM

VALENCIA COLLEGE REQUEST FOR QUALIFICATIONS

CONTI	2/13-03 NUING CONTRACT FOR ANICAL ENGINEERING CONSULTANT SERVICES		
	cia College is conducting a reference check on ct, and your company was listed as a reference.	Enter your company's name	for the above mentioned
	e answer the following questions and return it directions or e-mail to valenciaprocurement@valenciacollege.e		
Scorin	g Scale:		
4	Exceeded expectations 2 Met Expec	ctations	
3	Somewhat exceeded expectations 1 Somewhat	t Met expectations	O Did not meet expectations
REFI	ERENCE QUESTIONS:		
Ple	ease score the following questions based on the	scale provided above:	
1.	Was the Firm responsive to owner request?		()
2.	Please rate the Firm's inspections analysis / rep	oorting	()
3.	Did the Firm provide prompt, easy to understa	nd invoicing?	()
4.	Was this Firm's pricing / cost reasonable?		()
5.	Would you hire this firm again?		()
To	otal		() ÷5
TOTAL	Score		()
Comm	nents:		
Name	:	Company:	
Title:		Signature:	

ATTACHMENT 6 PART 1- SUBMITTAL REVIEW EVALUATION FORM

VALENCIACOLLEGE

REQUEST FOR QUALIFICATIONS (RFQ 12/13-03)
CONTINUING CONTRACT FOR
MECHANICAL ENGINEERING CONSULTANT SERVICES

Part 1- Submittal Review Evaluation Form

FIRM:				
CRITERIA		POINTS	Wt	SCORE
No. 1	Project Team's Professional Qualifications		20%	
No. 2	Firm's Experience with Continuing Service Contracts		15%	
No. 3	Mechanical Engineering Design Experience		20%	
No. 4	Experience with Building Automation Systems		20%	
No. 5	Experience with Higher Education		10%	
No. 6	Proximity/Location of the office of the proposed firm to the West Campus		15%	
TOTAL 100%				

<u>Proximity</u>	<u>Points</u>				
0-35 Miles	4				
36-100 Miles	3				
101-150 Miles	2				
151-200 Miles	1				
Over 200 Miles	0				
Evaluator Name:					
	0-35 Miles 36-100 Miles 101-150 Miles 151-200 Miles				

ATTACHMENT 7 PART 2 ORAL PRESENTATIONS / INTERVIEWS EVALUATION FORM

VALENCIACOLLEGE

REQUEST FOR QUALIFICATIONS (RFQ 12/13-03) CONTINUING CONTRACT FOR MECHANICAL ENGINEERING CONSULTANT SERVICES

Part 2 Oral Presentations/Interviews Evaluation Form

FIRM:				
CRITERIA		POINTS	Wt	SCORE
No. 1	Interaction/Connection with Valencia Team		25%	
No. 2	Demonstrated Understanding of Work Utilizing a Continuing Contract		25%	
No. 3	Challenges/Solutions		30%	
No. 4	Reference Check		20%	
	TOTAL		100%	

Scoring Scale

4- points	Exceeds expectations	Evaluator Name:
3 points	Somewhat exceeds expectations	
2 points	Meets expectations	Date:
1 point	Somewhat meets expectations	
0 points	Does not meet expectations	