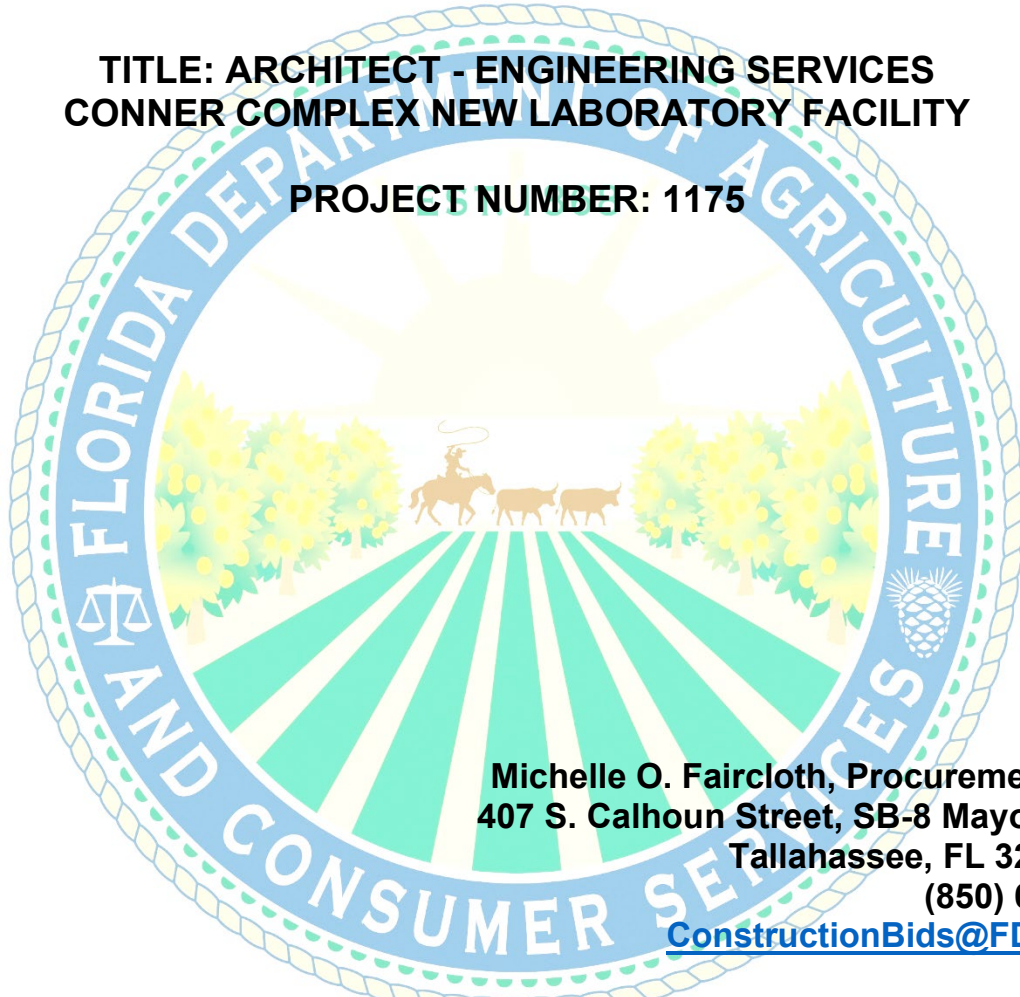


**STATEMENT OF QUALIFICATIONS
REQUEST FOR PROPOSALS**

FDACS SOQ DOA 26 27 26

**TITLE: ARCHITECT - ENGINEERING SERVICES
CONNER COMPLEX NEW LABORATORY FACILITY**

PROJECT NUMBER: 1175



Michelle O. Faircloth, Procurement Officer
407 S. Calhoun Street, SB-8 Mayo Building
Tallahassee, FL 32399-0800
(850) 617 - 7028
[**ConstructionBids@FDACS.gov**](mailto:ConstructionBids@FDACS.gov)

DUE DATE AND TIME: AUGUST 4, 2026 @ 5:00 P.M. ET

Failure to file a protest within the time prescribed in section 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. Protests must be filed with the Agency Clerk, Florida Department of Agriculture and Consumer Services, The Holland Building, 600 South Calhoun Street, Tallahassee, Florida 32399.

STATEMENT OF QUALIFICATIONS REQUEST FOR PROPOSALS

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

SECTION 1. INTRODUCTORY SECTION

A. PURPOSE

The Florida Department of Agriculture and Consumer Services (hereinafter, FDACS, Department, or Owner) issues this Request for Statement of Qualifications (SOQ) to obtain professional design services with qualified Architectural and Engineering firm(s) (hereinafter, ARCHITECT – ENGINEER, A/E, Vendor, Firm, or Respondent) for a new multi-discipline government laboratory facility located at:

Department of Agriculture and Consumer Services
Conner Complex
3125 Conner Boulevard
Tallahassee, Florida 32311

B. SCOPE OF PROJECT

In December of 2023, the Department completed a conceptual study for the relocation of existing laboratory staff and operations at the Conner Complex into a new proposed laboratory facility. The facility study report is available upon request. The new modernized laboratory of approximately 156,000 square feet will house five department scientific divisions of various disciplines for spatial, infrastructure, environmental, and operational efficiency. The facility will provide an optimal physical environment to support critical mission objectives and diverse program functions including: Agricultural Environmental Services, Consumer Services, Food Safety, Aquaculture, and Animal Industry. Space uses to include dedicated labs, BSL-2 and BSL-3 capable, offices, storage, shared services, and loading / receiving. In addition to the consolidation of campus laboratory operations, the Department contemplates the displacement and necessary relocation of multiple offices within the complex including administrative staff, warehouse distribution/receiving, and various maintenance operations as a requirement of the project.

The requested architectural/engineering services are required to facilitate planning, programming, design and construction of the new proposed laboratory. The A/E will provide construction documents, specifications, bid support, and construction administration services through final completion and Owner acceptance of the project.

The Department intends to utilize a construction management at risk, negotiated fee-guaranteed maximum price construction contracting method. The A/E will work with the Owner and Construction Manager for successful project delivery, from concept through final completion. The construction of the proposed facility and site development is subject to future legislative appropriation.

C. RELEVANT DESIGN EXPERIENCE

A/E firms should have relevant successful experience with laboratory/office design and construction, as well as government facilities, and new commercial construction projects of similar size, encompassing all design disciplines. Representative samples of related work may be submitted in a separate binder. Firms are advised that plans and specifications for state A/E projects may be reused by the State.

D. SPECIFIC QUALIFICATIONS

A/E Firms must be properly licensed in the State of Florida and qualified to practice or offer architectural and engineering services in accordance with Chapters 481 and 471, Florida Statutes (F.S.), at the time of the SOQ proposal submission. Responding firms shall disclose whether use of a subconsultant is intended for scope beyond the principal practice or services offered by the respondent. Subconsultants must be appropriately licensed in the State of Florida and qualified to practice or offer services relating to its respective discipline in accordance with Florida law at the time of the SOQ proposal submission.

SECTION 2. TECHNICAL SPECIFICATIONS

The A/E firm selected will perform the following services for the project:

1. survey and assessment of the existing property and facilities at the project site to facilitate development of design documents and make recommendations on a new proposed facility;
2. facility programming and spatial planning to support critical program functions of diverse division mission objectives;
3. develop plans, drawings and specifications sufficient for all permitting, regulatory approvals, bidding and construction;
4. develop estimates of probable construction cost;
5. identify all permits and regulatory approvals required for the project that are related to the site, including local municipal or county requirements;
6. assist with application submission(s) as required for the approvals and/or permits required;
7. respond to contractor scope of work inquiries and provide support during project bidding;
8. assist with review of contractor bid proposals;
9. provide construction administration services during the construction phase;
10. review project submittals and provide responses to requests for information;
11. conduct periodic progress inspections and site visits to verify contract conformance of work;
12. report observations and progress of the work to the Department;
13. certification of project substantial completion and issue notification of any deficiencies;
14. perform final inspection to facilitate Department occupancy and acceptance of the project;
15. issuance of record drawings for the project;
16. review project closeout documentation; and
17. provide additional services, including but not limited to, boundary and topographical surveys, soils investigation, civil engineering, complete site planning and review, environmental assessment, traffic concurrency analysis, site lighting, landscape and irrigation, voice/data/security, interior design and commissioning support, and any other services set as negotiated in the A/E contract.

SECTION 2. SPECIAL INSTRUCTIONS TO RESPONDENTS

A. CALENDAR OF EVENTS

The following timeline in the chart below will be strictly adhered to in all actions relative to this SOQ unless modified by the Department by written addendum. All required actions must be completed by the date and time indicated on the timeline. All times are Eastern Time (ET).

EVENT	DATE/TIME (ET)	LOCATION
RELEASE OF SOQ	JULY 1, 2026	VENDOR INFORMATION PORTAL HTTPS://VENDOR.MYFLORIDAMARKETPLACE.COM/
LAST DAY FOR WRITTEN INQUIRIES TO BE RECEIVED BY THE DEPARTMENT	JULY 14, 2026	EMAIL: CONSTRUCTIONBIDS@FDACS.GOV
WRITTEN RESPONSES TO WRITTEN INQUIRIES (ANTICIPATED)	JULY 16, 2026	VENDOR INFORMATION PORTAL HTTPS://VENDOR.MYFLORIDAMARKETPLACE.COM/
SOQ PROPOSALS DUE	AUGUST 4, 2026 5:00 PM	FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES 407 S. CALHOUN STREET, SB-8 MAYO BUILDING TALLAHASSEE, FLORIDA 32399-0800
PUBLIC OPENING	AUGUST 5, 2026 10:00 AM	TELECONFERENCE NUMBER: (877) 273-4202 CONFERENCE ROOM #: 585 608 901
PUBLICATION OF SHORT LIST (ANTICIPATED)	AUGUST 17, 2026	VENDOR INFORMATION PORTAL HTTPS://VENDOR.MYFLORIDAMARKETPLACE.COM/
INTERVIEWS/PRESENTATIONS WITH SELECTED FIRMS (ANTICIPATED)	AUGUST 31, 2026 – SEPTEMBER 4, 2026	CONNER ADMINISTRATION BUILDING 3125 CONNER BLVD. TALLAHASSEE FL 32311

The Department will utilize the Vendor Information Portal (VIP) as the centralized procurement website for electronic posting of Department solicitations, decisions and intended decisions in accordance with Rule 60A-1.021, Florida Administrative Code (F.A.C.). The VIP is located at: [MyFloridaMarket Place Vendor Information Portal](https://vendor.myfloridamarketplace.com/).

B. RESPONDENT INQUIRIES

The Procurement Officer, acting on behalf of the FDACS, is the sole point of contact of official meetings, questions, and all procurement related matters relating to this solicitation from the date of the release of the solicitation until the FDACS Final Selection Results are posted on the VIP.

Questions related to this SOQ, must be received in writing, via email, by the Procurement Officer listed below, within the time indicated in Section 2.A., Calendar of Events. Oral inquiries, or those submitted after the deadline specified in the Calendar of Events, will not be acknowledged.

Responses to written questions will be posted on the VIP on or about the date referenced in the Calendar of Events.

The Procurement Officer for this SOQ is:

Michelle O. Faircloth
Florida Department of Agriculture and Consumer Services
Email: ConstructionBids@FDACS.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER (FDACS SOQ DOA 26 27 26) IN THE SUBJECT LINE OF THE EMAIL****

C. MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

Each vendor desiring to sell a commodity or Contractual service, as defined in Section 287.012 F.S., to the State, is prequalified to do so and shall register in the MFMP system. Information about the registration process is available, and registration may be completed, at the MFMP Vendor Information Portal website: <https://vendor.myfloridamarketplace.com/>. Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) 352-3776.

D. VENDOR SUBSTITUTE W-9

The Florida Department of Financial Services (DFS) requires all Respondents that conduct business with the State to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms and answers to frequently asked questions are located on that website once a registration has been completed. DFS may assist respondents with questions related to the substitute W9 process and can be reached by contacting (850) 413-5519, or FLW9@myfloridacfo.com.

The awarded Vendor must have a valid W-9 on file with the DFS prior to issuance of a contract. This may be completed by the Vendor post-award and is not something which FDACS will consider in determining the responsiveness of a Proposal.

E. BUSINESS ENTITIES

Each firm submitting a response to this SOQ must be duly organized, validly existing, in good standing under the laws of the jurisdiction of its organization, and qualified to do business in Florida.

F. NO SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS CONSIDERED

In accordance with Section 287.05701, F.S., the Department will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is responsible or give preference to a Respondent based on the Respondent's social, political, or ideological interest.

G. COOPERATION WITH INSPECTOR GENERAL

By submission of a Response, the Respondent understands and will comply with its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in the event Respondent is awarded a contract.

SECTION 3. SOQ PROPOSAL PACKETS

A. NUMBER OF COPIES REQUIRED

One (1) digital USB of the proposal in its entirety, one (1) original hardbound copy of the SOQ proposal must be completed and submitted to the purchasing office in accordance with the proposal deadlines stated herein. The original must contain an original signature of an official of the potential service provider who is authorized to bind the service provider to the proposal.

Proposals shall be mailed to:

**FDACS SOQ DOA 26 27 26
Procurement Office
407 S. Calhoun Street, SB-8 Mayo Building
Tallahassee, FL 32399-0800**

The SOQ number and title should be clearly visible on the outside of the proposal packaging.

B. STANDARD QUALIFYING DATA AND FORMS REQUIRED

The following items must be completed and submitted with the SOQ proposal to be deemed responsive. Responses that are deemed incomplete will be rejected as non-responsive and will not be evaluated by the Department. Failure to submit any of the listed requirements will result in rejection of that response.

1. FDACS SOQ RESPONSE ACKNOWLEDGEMENT

Each vendor submitting a response to this SOQ must provide a completed Acknowledgement Form (**ATTACHMENT A**). This form shall be complete with all information and signature of an official of the Respondent who is legally authorized to contract for the Vendor. The signed original of this form must be included in the SOQ proposal package.

2. STANDARD FORMS 330 - ARCHITECT-ENGINEER QUALIFICATIONS

Each vendor must submit a complete Architect – Engineer Qualifications form. This form, not furnished by FDACS, may be obtained from the U.S. General Services Administration website: <https://www.gsa.gov/system/files/2024-08/SF330-21a.pdf>

3. FDACS PROFESSIONAL QUALIFICATIONS SUPPLEMENT (PQS)

Respondents shall utilize the FDACS Professional Qualification Supplement (PQS) form (**ATTACHMENT B**).

4. PROFESSIONAL REGISTRATION CERTIFICATES

A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services. Firms must be properly registered, at the time of application, to practice their profession in the State of Florida and with the appropriate state board governing the services offered. A verification of the current status with the appropriate state board shall be made before the recommendation and approval of a firm's selection is finalized.

5. CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

Any person submitting a response to this SOQ **MUST** execute the enclosed CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS (**ATTACHMENT C**) and enclose it with the response. The Certification for Lobbying is required for expenditures \$100,000 and above. The Certification for Debarment and Suspension and Other Responsibility Matters is required for expenditures \$25,000 and above.

C. VENDOR CERTIFICATION FORM

A completed and signed Vendor Certification Form (**ATTACHMENT D – FORM PUR 7801**) should be included in the vendor's response.

Certification and attestation forms marked as required in **ATTACHMENT D – FORM PUR 7801**, MUST be submitted to the FDACS Contract Manager within 10 business days of the effective date of the purchase order or contract. The Contractor shall submit the completed forms required in the Vendor Certification Form to the FDACS Contract Manager.

D. COST OF PREPARATION

The Department is not liable for any costs incurred by a respondent in the participation of this SOQ, including proposal response, preparation of response material, or any oral presentations.

E. DISCLOSURE OF FIRM SUBMITTAL CONTENTS

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the firm or its agents or returned. The Department shall have the right to use any or all ideas, or adaptations of the ideas, presented in any response. Selection or rejection of a response shall not affect this right.

F. REDACTED COPY

All materials submitted as part of this solicitation will be a public record subject to the provisions of Chapter 119, Florida Statutes. If a Respondent considers any portion of the documents, data, or records submitted in its SOQ response to this solicitation to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Respondent must mark the document as “Confidential” and simultaneously provide the Department with a “Redacted Copy” of its SOQ response and briefly describe in writing the grounds for claiming an exemption from the public records law, including the specific statutory citation for the exemption. This Redacted Copy shall contain the Department’s solicitation name, number, and the Respondent’s name on the cover and shall be clearly titled “Redacted Copy”. The Redacted Copy shall only redact those portions of material that the Respondent claims is confidential, exempt, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, F.S. If the Respondent fails to submit a Redacted Copy, the Department is authorized to produce in its entirety the documents, data, or records submitted to the Department in response to a public records request for these records.

G. PUBLIC OPENING

The Public Opening for this solicitation will be available via teleconference.

DIAL – IN TELECONFERENCE NUMBER: 1 (888) 585 – 9008

CONFERENCE ROOM NUMBER: 407 639 217, Then # and follow prompts. Residents in the State of Florida who are hearing, sight or speech impaired, please contact Florida Relay by dialing 7-1-1 or visit <https://www.ftri.org/relay> for assistance.

H. REJECTION OF SOQ PROPOSAL RESPONSE

The Department reserves the right to reject any proposals, when such rejection is in the interest of the State of Florida, and to reject the proposal of a vendor who the Department determines is not in a position to perform the Contract.

I. LATE SOQ PROPOSAL

SOQ Proposals received by the Department after the due date as specified in Section 2.A., Calendar of Events (or Department numbered addendum) will be rejected as untimely and will not be considered.

SOQ proposals may be delivered by United States Postal Service (USPS) mail, courier (FedEx/UPS), or hand delivered to the Nathan Mayo Building (407 S. Calhoun Street, Tallahassee, FL 32399). Vendors are cautioned that shipment via USPS may not be guaranteed to be received by the Department on the scheduled due date / time. SOQ proposals **MUST BE RECEIVED IN THE** Department by the designated date and time listed in Section 2.A., Calendar of Events. Postmarked or clocked in by FedEx, UPS or U.S. Postal Service is not acceptable for being received at the Department.

SECTION 4. SELECTION PROCEDURES

A. PRELIMINARY EVALUATION

1. The Procurement Officer will calculate scores for the following criterion, as provided in FDACS Professional Qualification Supplement (PQS) Form (**ATTACHMENT B**).
 - a. **Location to Proposed Region.** PQS Section A / Grading range of 0 – 10.
 - b. **Current Workload.** PQS Section B / Grading range of 0 – 3.
2. The selection committee will review each SOQ proposal response and independently score the responding firms in each of the following categories as specified in the Architect – Engineer Evaluation Form (**ATTACHMENT E**):
 - a. **Key Personnel and Relevant Design Experience.** The relative experience of the firm and their proposed team. Example projects which best illustrate the proposed team's qualifications. Form 330 Section C – E / Grading range of 0 - 22
 - b. **Ability to Perform Contract Delivery.** The overall ability to consistently perform detailed and coordinated contract documents to ensure scope is within budget will be judged and a relative rating will be assigned. Grading range / 0 – 10.
3. The Procurement Officer shall tabulate the preliminary and selection committee evaluation ranking of the firms under consideration based on the cumulative scores as described above. The Department will select a minimum of three firms with the highest preliminary evaluation ranking to interview with the selection committee. A list of firms selected to interview with the selection committee will be published on the Vendor Information Portal.

B. INTERVIEW EVALUATION AND NEGOTIATION

1. Each firm selected for interview will be notified by email transmission of the date and time of its interview. Interviews will be conducted in person or via video conference as approved by the Department. Each firm selected for interview shall present and answer questions regarding its substantiating information and demonstrated performance of its past performance and references; understanding of program and project requirements; and approach and methodology.
 - a. **Relevant Past Performance:** Based upon examples of prior work experience with previous clients. Present 3 sample projects relevant to the scope of services requested herein. The Department reserves the right to contact any prior work experience client reference to assist in the evaluation of this criterion. Form 330 Section F – G Grading range / 0 – 15.

- b. **Understanding of Program and Project Requirements:** Based upon the firm's ability to communicate how their team project combined experience will benefit the proposed project scope. Grading range / 0 – 25.
 - c. **Approach and Methodology:** Based on how the applicant and his consultants will approach the project and the methods they will use to plan, design, and administer the project. Grading range / 0 – 20.
2. The Procurement Officer shall tabulate the final ranking of firms based on the selection committee's interview evaluation scores. The Department will select the firm most qualified to accomplish the work, according to the final ranking of firms, to begin negotiations and finalize a contract.

In the event of an impasse in contractual negotiations, as determined solely by the Department, with the top-ranked firm, the Department reserves the right to negotiate with the next highest-ranked firm. In the event of additional impasses in contractual negotiations, as determined solely by the Department, the Department reserves the right to continue negotiating with the successively highest-ranked firm until contractual negotiations are complete.

SECTION 5. SPECIAL CONDITIONS

A. Contract Terms and Conditions

The construction, interpretation, and performance of this resulting contract, and all transactions under it, shall be governed by the laws of the State of Florida. The contract documents shall include all terms and conditions of the solicitation specifications, any addenda, Respondent's proposal, and Department's A/E Contract (**ATTACHMENT F, AGREEMENT BETWEEN OWNER AND ARCHITECT-ENGINEER**) issued as a result of this SOQ.

B. Affidavit for Nongovernmental Entity

If awarded a contract, the following applies: Pursuant to section 787.06(14), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and the Department, an officer or a representative of the nongovernmental entity must attest under penalty of perjury that it does not use coercion for labor or services as defined in section 787.06, F.S. An example Affidavit is available as Non-Coercion for Labor or Services (**ATTACHMENT G**), or at <https://forms.fdacs.gov/01364.pdf>

SECTION 6. NOTIFICATIONS

A. POSTING OF SOQ RESPONSE RANKING

Firms selected for recommended award(s) will be posted for review by interested parties on the VIP and will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 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.

Notice of Agency Decision does not guarantee award of a contract.

B. ADDENDA

Any change to supplement, modify, or interpret any portion of the solicitation documents during the solicitation period will be accomplished by the issuance of written addenda to the solicitation documents, which will be publicly noticed on the VIP. No interpretation of the meaning of the drawings, specifications or other bidding documents, and no correction of any apparent ambiguity,

inconsistency, or error therein will be made orally. Every request for such interpretation and supplemental instruction will be in the form of written addenda to the solicitation documents. Only the interpretation or correction so given by the FDACS in writing shall be binding, and prospective respondents are advised that no other source is authorized to give information concerning, to explain, or interpret the response documents.

C. AGENCY CONTACT

Pursuant to Section 287.057(25), F.S., Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

FORMS AND ATTACHMENTS

[STANDARD FORM 330 – ARCHITECT-ENGINEER QUALIFICATIONS](#)

ATTACHMENT A	ACKNOWLEDGEMENT FORM
ATTACHMENT B	FDACS PROFESSIONAL QUALIFICATIONS SUPPLEMENT
ATTACHMENT C	CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS
ATTACHMENT D	VENDOR CERTIFICATION FORM (PUR 7801)
ATTACHMENT E	ARCHITECT – ENGINEER EVALUATION FORM
ATTACHMENT F	AGREEMENT BETWEEN OWNER AND ARCHITECT-ENGINEER
ATTACHMENT G	NON-COERCION FOR LABOR OR SERVICES AFFIDAVIT

ATTACHMENT A ACKNOWLEDGEMENT FORM

	FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES REQUEST FOR STATEMENT OF QUALIFICATIONS
Agency Release Date: July 1, 2026	SUBMIT RESPONSE TO: Florida Department of Agriculture and Consumer Services Office of General Services - Purchasing Office 407 South Calhoun Street – Mayo Building, Room SB-8 Tallahassee, Florida 32399-0800
FDACS Solicitation Number: FDACS SOQ DOA 26 27 26	
SOQ Due: August 4, 2026 @ 5:00 PM	ARCHITECT & ENGINEERING SERVICES CONNER COMPLEX NEW LABORATORY FACILITY
SOQ Public Opening: August 5, 2026 @ 10:00 AM	
*<u>ARCHITECT-ENGINEER:</u>	
*Primary firm name. If a fictitious name is used, include registered name (i.e. XYZ, Inc. DBA ABC)	**
<u>Respondent Address</u>	**Authorized Signature (Manual)
Street: _____	***
City/State: _____	***Typed Name and Title of Authorized Agent
Zip Code: _____	
Main Office Phone Number:	*This individual must have the authority to legally bind the Vendor to a Contractual obligation. By submission of a signature on the response, the Vendor certifies that they agree to and shall comply with all SOQ specifications, terms and conditions contained herein.
Toll Free Number:	
Email Address:	
FEID Number:	
Type of Business Entity (Corporation, LLC, partnership, etc.):	
RESPONDENT CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.	
PRIMARY CONTACT NAME:	SECONDARY CONTACT NAME:
Title:	Title:
Address:	Address:
Phone Number:	Phone Number:
Cell Number:	Cell Number:
Email Address:	Email Address:

ATTACHMENT B

Professional Qualification Supplement (PQS)

ARCHITECT - ENGINEERING SERVICES

Section A	Name of Prime Firm:	
	Street Address:	
	City, FLORIDA, Zip Code:	
	Phone Number:	
	Contact Name:	
	E-Mail Address:	

DEFINITIONS

PRIME FIRM is the registered Florida firm holding the prime contract and is expected to perform the majority of services within the office listed to accomplish the continuing services, identified in Section A.

BILLABLE OFFICE STAFF is the sum of the firm's billable principals, technical, and production staff (exclude overhead staff such as receptionist, bookkeeper, non billable principal) within the Prime Firm office address listed. This should also exclude participating support staff located within other offices.

CURRENT WORKLOAD is determined by all remaining billable fees owed to the Prime Firm's Florida office address. For multidiscipline firms and/or those with multiple offices, only list fees related to project expertise requested such as architecture or engineering for the identified office. Exception, when participating support staff is not located in the Prime Firm's office location. Exception, when participating support staff is not located in the Prime Firm's office, include the added "TOTAL FEES" of the appropriate discipline with respective offices.

FEES ON HOLD are for projects that are likely to become active during the design and contract document development portion of this proposed project.

Section B	Current Workload for Prime Firm		
	Active Projects:	Fees on Hold	Fees Remaining
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
SUBTOTAL:		\$ - \$ -	
TOTAL FEES:		\$ -	
Billable Office Staff:		0	
Total Fees / Billable Office Staff:		#DIV/0!	



WILTON SIMPSON
COMMISSIONER

ATTACHMENT C

Florida Department of Agriculture and Consumer Services Division of Administration

CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TBD / UPON AWARD

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

TBD / UPON AWARD

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

ATTACHMENT D

FORM PUR 7801 (08/2024, Rule 60A-1.002, F.A.C.)

VENDOR CERTIFICATION

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> Does the Vendor Certify?	<u>Certification</u>
Required	☐ YES	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., by checking "Yes," the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/ .
Required	☐ YES	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., by checking "Yes," the vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/ .
Required	☐ YES	By checking "Yes," the vendor certifies that it is not on the Suspended Vendor List; and the vendor and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
N/A		If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and by checking "Yes," certifies that it will complete the Department of Management Services' Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form." By checking "N/A," the vendor certifies it is not a common carrier as defined in section 908.111, F.S. Vendors may access the Department of Management

ATTACHMENT D

		Services Form PUR 1808 at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 .
Required	☐ YES	By checking "Yes," the vendor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	☐ YES	By checking "Yes," the vendor certifies that it is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	☐ YES	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor will complete an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. An example Affidavit is available at https://forms.fdacs.gov/01364.pdf .

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Name

Signature

Date

FEIN

Typed or Printed Name

Title

SOQ NUMBER: FDACS SOQ DOA 26 27 26
Project Number: 1175
Project Name: CONNER COMPLEX NEW LABORATORY FACILITY
Project Location: TALLAHASSEE, FLORIDA

[illegible]

Current Workload - Table A	
(ATTACHMENT B - SECTION B - TOTAL FEES)	Points
Column H \$0.00 - \$200,000.00	3
\$200,001.00 - \$350,000.00	2
\$350,000 - 500,000.00	1
Above \$500,000.00	0

Location - Table B	
ATTACHMENT B - SECTION A	
Column G	
Miles from the Project Site	Rating
000-100	10
101-200	9
201-300	8
301-400	7
401-500	6
501-600	5
601-700	4
701-800	3
801-900	2
901-1,000	1
1,001 +	0

Florida Department of Agriculture and Consumer Services
Architect-Engineer Evaluation Form

PRELIMINARY EVALUATION - Selection Committee to complete

[illegible][illegible]

INTERVIEW EVALUATION - Selection Committee to complete

[illegible][illegible][illegible]



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
AGREEMENT BETWEEN OWNER AND ARCHITECT-ENGINEER

FDACS PROJECT NO: 1175

SOLICITATION NO: SOQ DOA 26 27 26

STATE FLAIR CODES: 4210#####
Org Code and EO: ####
Category: #####, Year: ####/##

PROJECT NAME AND LOCATION: CONNER COMPLEX
NEW LABORATORY FACILITY
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32311

ARCHITECT-ENGINEER: A/E Firm Name
Mailing Address
City, State, Zip Code

ATTACHMENT F

AGREEMENT FOR ARCHITECT-ENGINEER SERVICES

THIS AGREEMENT FOR ARCHITECT-ENGINEER SERVICES ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the Florida Department of Agriculture and Consumer Services, hereinafter called the Owner/Department, and

Architect-Engineer Firm

Mailing Address

City, State, Zip Code

FEDERAL TAX ID NUMBER: ##-####

hereinafter called the Architect-Engineer.

WITNESSETH, that whereas the Owner intends to implement the project as described on the cover page of this Agreement.

NOW THEREFORE, the Owner and the Architect-Engineer, for the consideration hereinafter set forth, agree as follows:

ARTICLE 1: THE ARCHITECT-ENGINEER AGREES TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT AS HEREINAFTER SET FORTH

- 1.1 The only personnel of the Architect-Engineer authorized to work on the project ("Key Personnel") shall be prescribed in the attached **Exhibit I**. The Architect-Engineer shall not deviate from these Key Personnel without first obtaining the written consent of the Owner.
- 1.2 The Architect-Engineer shall provide all services set forth in this Agreement consistent with the skill and care ordinarily provided by Florida-licensed architects or engineers under the same circumstances.
- 1.3 The Architect-Engineer shall comply with all federal, state, and local laws, rules, regulations, ordinances, codes, orders, judgments, and other governmental requirements that are applicable in any manner to the project or its funding. Ignorance on the part of the Architect-Engineer will in no way relieve the Architect-Engineer from this responsibility nor excuse the Architect-Engineer's failure to comply therewith.
- 1.4 This Agreement supersedes any prior negotiations, representations, or agreements not included or incorporated into this agreement. In addition to any exhibits attached hereto, the following documents are incorporated into and made a part of this Agreement: (1) Florida Department of Agriculture and Consumer Services Statement of Qualifications dated _____ ("SOQ Solicitation"); and (2) the Architect-Engineer's responsive submission to the SOQ Solicitation ("SOQ Submission"). Any reference herein to a document (including this Agreement) is to that document as same may be duly amended from time to time.

This Agreement may be amended only by written instrument signed by both the Owner and the Architect-Engineer. In the event of a conflict or inconsistency between any of the documents referenced in this Article 1.4, the controlling document(s) in order of precedence will be (1) this Agreement (including all attachments and exhibits attached hereto); (2) the SOQ Solicitation; and (3) the SOQ Submission.

ARTICLE 2: THE OWNER AGREES TO PAY THE ARCHITECT-ENGINEER AS COMPENSATION FOR ITS SERVICES

- 2.1 For Basic Services, as defined in Article 3, the lump sum of **\$00,000.00** (XXX Thousand Dollars) is to be paid as described in Article 10.1(1).
- 2.2 Additional Services, as defined in Article 4, require prior written authorization from the Owner's project manager, (insert name of FDACS project manager) ("Owner's Project Manager"). Additional Services shall be paid either as a fixed rate fee per position category as set forth in **Exhibit IV** ("Fixed Rate Fee") or as a lump sum of **\$00,000.00** (XXX Thousand Dollars) for the Architect-Engineer's successful completion of all

ATTACHMENT F

authorized Additional Services. The written authorization from the Owner's Project Manager will specify whether the Additional Services are to be paid as a Fixed Rate Fee or as a lump sum.

- 2.3 Reimbursable Expense, as defined in Article 6, require prior written authorization from the Owner's Project Manager and will be paid in the amount expended as prescribed in Article 10.1(3) and **Exhibit III**.

ARTICLE 3: ARCHITECT-ENGINEER'S BASIC SERVICES

3.1 Concept / Schematic Design Phase

- 3.1.1 The Architect-Engineer shall consult with the Owner to ascertain the requirements of the project, including the Owner's schedule, budget, project site, project purpose, and alternative approaches to design and construction of the Project.
- 3.1.2 The Architect-Engineer shall prepare Concept / Schematic Design Documents to be approved by the Owner, which shall include a summary developed to sufficient detail to convey an initial indication of the design of the Project, functional relationships of all interior and exterior areas, the relationship of the Project to the site, the materials to be used in construction, and a summary of the types of mechanical, electrical, and structural systems to be utilized.

The Architect-Engineer shall provide to the Owner recommended solutions to all issues identified in the preliminary design of the Project and shall submit to the Owner two (2) hard (paper) copies and one (1) electronic copy of the Concept / Schematic Design Documents and an Estimate of Probable Project Construction Cost based on current area, volume, or other unit costs.

3.2 Design Development Phase

- 3.2.1 The Architect-Engineer shall prepare, from the approved Concept / Schematic Design Documents, the Design Development Documents (to be approved by the Owner) consisting of plans, elevations and other drawings, including perspective sketches, and outline specifications to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, type of structure, mechanical, electrical systems, civil/sitework, and other such work as may be required to complete construction of the Project in accordance herewith.

The Architect-Engineer shall submit to the Owner two (2) hard (paper) copies and one (1) electronic copy of the Design Development Documents and a revised Estimated of Probable Project Construction Cost based on current area, volume, or other unit costs.

3.3 Construction Documents Phase

- 3.3.1 The Architect-Engineer shall prepare, from the approved Design Development Documents, Construction Documents (to be approved by the Owner) consisting of working drawings and specifications and setting forth in detail the work required for the architectural, civil, structural, mechanical, electrical, service-connected equipment, and civil/sitework necessary to complete construction of the Project in accordance herewith. Further, the Architect-Engineer shall assist in preparation of (1) all necessary bidding information applicable to the solicitation of the construction manager ("Construction Manager") and general contractor ("Contractor") for the Project; (2) general conditions of the construction contract to be entered into between the Owner and the Contractor ("Construction Contract"); (3) supplementary general conditions of the Construction Contract; and (4) other contract forms as applicable to the Project as requested by the Owner.

The Architect-Engineer shall submit to the Owner two (2) hard (paper) copies and one (1) electronic copy of the Construction Documents and a further revised Estimate of Probable Project Construction Costs based on current area, volume, or other unit costs. The Concept / Schematic Design Documents, Design Development Documents, and Construction Documents are collectively referred to herein as the "Project Documents".

ATTACHMENT F

- 3.3.2 The Architect-Engineer shall promptly notify the Owner of any adjustments to the Estimates of Probable Construction Cost indicated by changes in scope, requirements, or market conditions.
- 3.3.3 Upon Owner's approval of the Construction Documents, the Architect-Engineer will furnish the Owner with copies of the CADD/BIM documents as described in Article 3.3.7.
- 3.3.4 It shall be the responsibility of the Architect-Engineer to provide Project Documents which conform to applicable building and zoning codes and generally accepted construction industry standards.

The Architect-Engineer shall signify responsibility for the Construction Documents prepared pursuant to this Agreement by affixing its signature, date, and seal thereto as required by Chapters 471 and 481, Florida Statutes (F.S.).

Where this Agreement provides for the Owner's approval of the Architect-Engineer's design suggestions and decisions, such approval shall not relieve the Architect-Engineer of any responsibility or warranty hereunder.

- 3.3.5 When the facility(ies) being designed under this Agreement meets the definition of a threshold building(s) as defined in Section 553.71(12), F.S., the Architect-Engineer must prepare and submit to the Owner and all applicable governmental permitting authorities (collectively, "Permitting Authority") two (2) copies of a Threshold Building Inspection Plan. This Threshold Building Inspection Plan must give specific inspection procedures and schedules so that the building(s) will be adequately inspected for compliance with the Construction Documents. Since a building permit for construction of a threshold building cannot be obtained until this Threshold Building Inspection Plan has been submitted to the Permitting Authority, the Architect-Engineer must submit this Threshold Building Inspection Plan to the Permitting Authority simultaneously with the Construction Documents.

The Architect-Engineer shall insert the following statement on each sheet required by Chapters 471 and 481, F.S., to be signed, sealed, and dated by the Architect-Engineer:

"To the best of my knowledge, the plans, specifications, and addenda comply with the applicable minimum building codes."

- 3.3.6 When the appropriation for the facility(ies) being designed under this Agreement includes an amount for artwork pursuant to Section 255.043, F.S., the Architect-Engineer's principal or project manager shall participate on the art selection committee which is to be organized and administered by the Department of State, State of Florida.
- 3.3.7 The Architect-Engineer shall use a computer aided design and drafting application (CADD) or building information modeling (BIM) software with related technologies and shall provide the Owner with two (2) sets of corresponding digital files at the conclusion of Construction Documents Phase defined in Article 3.3. Drawing files will be compatible with Autodesk "AutoCAD", Autodesk "Revit" 2019, or a later version. One named electronic drawing file should yield exactly one final plot sheet. The project manual (specifications) should be in Microsoft Word (.doc or .docx) or Adobe .pdf format. Digital files shall be provided on media USB flash drive. Do not use compression programs, such as pkzip or winzip. Drawings are to be transmitted in a "bound" form with no x-refs and with all needed layers turned on. Include any special fonts or symbols (blocks) that may be needed to seamlessly open the file.
- 3.3.8 The Architect-Engineer shall assist the Owner in obtaining proposals from contractors and in awarding construction contracts.

3.4 Construction Phase – General Administration of Construction Contracts

- 3.4.1 To the extent provided by the Construction Contract, the Architect-Engineer shall make decisions on all claims between the Owner and Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Construction Documents. The Architect-Engineer

ATTACHMENT F

shall check and approve samples, schedules, shop drawings and other submissions only for conformance with the design concept of the Project and for compliance with the information given by the Construction Documents, prepare change orders applicable to the Construction Contract ("Change Orders"), and assemble written guarantees required of the Contractor.

- 3.4.2 The Architect-Engineer will make periodic visits to the project site in order to become familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Documents. The minimum periodic visits shall be as prescribed in attached **Exhibit II**. On the basis of observations as a qualified professional while at the site, the Architect-Engineer will
- (1) keep the Owner informed of the progress and the quality of the work;
 - (2) endeavor to guard the Owner against defects and deficiencies in the work of the contractors;
 - (3) promptly report to the Owner known deviations from the Construction Documents;
 - (4) promptly report to the Owner known deviations from the most recent construction schedule submitted by the Contractor; and
 - (5) promptly report to the Owner any defects or deficiencies observed in the work.
- 3.4.3 Based on such observations set forth in Article 3.4.2 and the Contractor's Applications for Payment, the Architect-Engineer will determine the amount owed to the Contractor and will issue Certificates for Payment in such amounts. These certificates will constitute a representation to the Owner, based on such observations and the data comprising the Contractor's Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the Architect-Engineer will also represent to the Owner that, to the best of the Architect-Engineer's knowledge and information based on what its observations have revealed, the quality of the work is in accordance with the Construction Documents. The Architect-Engineer will conduct inspections to determine the dates of substantial and final completion and issue a final Certificate of Payment.
- 3.4.4 The Architect-Engineer shall certify the As-Built Drawings as recorded by the Contractor.

ARTICLE 4: ADDITIONAL SERVICES OF THE ARCHITECT-ENGINEER

The following services may cause the Architect-Engineer extra expense not accounted for in the Basic Services. If any of the following services are previously authorized in writing by the Owner's Project Manager, they shall be paid for by the Owner either as a Lump Sum or as a Fixed Rate Fee, whichever is specified in the authorization.

- 4.1 Programming (if not provided by the Owner). The Architect-Engineer shall provide the services prescribed in Article 10.1(2).
- 4.2 Additional services due to significant changes in general scope of the Project or its requirements including, changes in size, complexity, or character of construction.
- 4.3 Making measured drawings of existing construction when required for planning additions or alterations thereto.
- 4.4 Revising previously Owner-approved drawings or specifications to accomplish changes requested by the Owner.
- 4.5 Providing a Detailed Cost Estimate.
- 4.6 When required by the Owner, preparing documents for alternate bids and Change Orders, or for supplemental work requested by the Owner after commencement of the Construction Phase.
- 4.7 Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the types set forth in Article 3 as may be required in connection with replacement of such work.
- 4.8 Arranging for the work to proceed in the event that the Contractor defaults due to delinquency or insolvency.

ATTACHMENT F

- 4.9 Providing prolonged contract administration and observation of construction should the construction contract time be exceeded by more than 25% due to no fault of the Architect-Engineer. Construction contract time is the period of time allotted in the Construction Documents for completion of the work, including substantial completion and final completion.
- 4.10 Revising the drawings to show those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the Contractor and which the Architect-Engineer considers significant.

(Notwithstanding the foregoing, the Architect-Engineer, as a Basic Service, shall provide a total of three (3) printed copies and one (1) digital copy of the certified As-Built Drawings to be distributed as follows: (1) one printed copy to the Contractor; (2) one printed copy to the project's site office; and (3) one printed and one digital copy to the Owner's main office.)

- 4.11 Additional services resulting from the Project involving more than one Contractor and corresponding general construction contract.
- 4.12 Making an inspection of the Project after final completion of the Project.
- 4.13 Furnishing more extensive representation at the project site than called for in paragraph 3.4.2.
- 4.14 Additional Services in connection with the Project not otherwise provided for in this Agreement.

ARTICLE 5: OWNER'S RESPONSIBILITIES

The Owner will own the Project prior to and after substantial completion of same. Payments under this contract, as prescribed hereinabove, will be made by the Owner based on approval of each payment by the Owner.

- 5.1 The Owner shall provide full information as to its requirements for the Project.
- 5.2 The Owner shall designate in writing representatives authorized to act in its behalf, including the Owner's Project Manager. The Owner shall examine documents submitted by the Architect-Engineer and, when requested, render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect-Engineer's work.
- 5.3 If reasonably required by the Architect-Engineer, the Owner shall furnish or direct the Architect-Engineer to obtain, at the Owner's expense, a certified survey of the site setting forth such information as reasonably required by the Architect-Engineer, such as grades and lines of streets, alleys, pavements, adjoining property lines, rights of way, encroachments, general zoning information, and building dimensions.
- 5.4 Subject to the availability of funds, the Owner shall pay for structural, chemical, mechanical, soil mechanics, or other tests and reports, if required by the Architect-Engineer.
- 5.5 The Owner shall arrange and pay for such legal, auditing, and insurance counseling services as may be required by the Owner for the Project.
- 5.6 If the Owner observes or otherwise becomes aware of any defects in the Project, it shall give prompt written notice thereof to the Architect-Engineer.
- 5.7 If the latest Estimate of Probable Construction Cost or the Detailed Cost Estimate or the lowest qualified Contractor proposal is in excess of any limit stated herein, the Owner may give written approval of an increase in the limit or shall cooperate in revising the project scope or quality to reduce the cost as required.

ARTICLE 6: REIMBURSABLE EXPENSE

Reimbursable Expense includes actual expenditures, not exceeding the limits of Section 112.061, F.S., made by the Architect-Engineer in the interest of the Project for the following incidental expenses. (All reimbursable expenses require previous written authorization from the Owner's Project Manager.)

ATTACHMENT F

- 6.1 Expense of transportation and living of principals and employees when traveling in connection with services other than those defined in Article 3, reproduction of drawings and specifications excluding copies for Architect-Engineer's office use, and fees paid for securing approval of the Permitting Authority.
- 6.2 Premium portions of overtime.
- 6.3 Fees of special consultants, for other than the normal civil, structural, mechanical, and electrical engineering services.

ARTICLE 7: PROJECT CONSTRUCTION COST

- 7.1 The Project Construction Cost shall be based upon one of the following sources with precedence in the order listed:
 - (1) The lowest acceptable qualified Contractor's proposal received for any or all portions of the Project.
 - (2) The Detailed Estimate of Construction Cost (if such detailed estimate is authorized by the Owner).
 - (3) The Architect-Engineer's latest Estimate of Probable Project Construction Cost based on current area, volume, or other unit costs.
- 7.2 When labor, material, or service-connected equipment is furnished by the Owner, the Project Construction Costs shall include costs at current market cost.

ARTICLE 8: STATEMENTS OF PROJECT COST

- 8.1 Owner's Construction Budget:

The Owner's Construction Budget is the amount budgeted for actual construction of the Project including the Contractor's general conditions, overhead and profit, and connections to utilities, but is exclusive of the cost of land, furnishings, and professional fees. For this Project, the Owner's Construction Budget is **\$00,000.00** (XXX Thousand Dollars).
- 8.2 Architect-Engineer's Estimates:

Since the Architect-Engineer does not have control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of its experience and qualifications, but the Architect-Engineer does not guarantee the accuracy of its estimates of probable cost as compared to the Contractor's bids. However, the Architect-Engineer shall conform to the following provisions in an attempt to keep the Project cost within the Owner's Construction Budget.

 - 8.2.1 By 50% completion of the Construction Documents Phase, the Architect-Engineer shall resolve with the Owner any apparent discrepancy between its Estimates of Probable Construction Cost and the scope and requirements of the Owner. The Architect-Engineer shall be permitted to include acceptable alternates in the Construction Documents for the purpose of providing a finished and acceptable facility(ies) within the Owner's Construction Budget. Inability of the Owner to award an acceptable Construction Contract because the lowest acceptable bid is greater than the Owner's Construction Budget shall be cause for the Architect-Engineer to be required to revise the Project at the Architect-Engineer's own cost and expense in accordance with the requirements of this Agreement until a Construction Contract can be awarded within the Owner's Construction Budget.
 - 8.2.2 If the Architect-Engineer advises the Owner in writing, before Construction Documents are 50% complete, that in its opinion the scope of work which the Owner establishes and insists upon will cause the construction cost to exceed the Owner's Construction Budget, or if the Owner increases the probable construction cost during the Construction Document Phase by adding to the scope and/or requirements, and the Architect-Engineer so notifies the Owner in writing of the probable increase in cost, and the Owner orders (in writing) the Architect-Engineer to proceed

ATTACHMENT F

notwithstanding, then the Architect-Engineer shall not be responsible for the Owner not being able to award a Construction Contract within the Owner's Construction Budget. Under such conditions the extra work of the Architect-Engineer, as required to include in the Contractor bidding documents alternates as requested by the Owner and/or to redesign and redraft the Construction Documents, shall be considered an "Additional Service" and payment for such extra work shall be as provided for under Article 4.

- 8.2.3 If an award of Construction Contract is delayed more than four (4) months following the completion of Construction Documents, the Architect-Engineer shall be permitted to revise its estimates in accordance with recognized published changes in construction costs.

ARTICLE 9: PERIOD OF SERVICE

- 9.1 Following authorization for the Architect-Engineer to proceed with the Project, the services called for in the Concept / Schematic Design Phase of this Agreement shall be completed and submitted to the Owner within **XXXXXX-XXXXX (XX)** calendar days according to the attached schedule, **Exhibit III**.
- 9.2 After acceptance by the Owner of the Concept / Schematic Design Documents and upon written authorization from the Owner, the Architect-Engineer shall proceed with the performance of the services called for in the Design Development Phase of this Agreement and shall submit the completed services to the Owner within **XXXXXX-XXXXX (XX)** calendar days according to the attached schedule, **Exhibit III**.
- 9.3 After acceptance by the Owner of the Design Development Documents and revised Estimated of Probable Cost, indicating any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Architect-Engineer shall proceed with the performance of the services called for in the Construction Documents Phase of this Agreement and shall submit the completed services to the Owner within **XXXXXX-XXXXX (XX)** calendar days according to the attached schedule, **Exhibit III**.
- 9.4 Unless sooner terminated as provided in Article 12, this Agreement shall remain in force until the earlier to occur of (1) final completion of the Project (as determined in the Owner's reasonable discretion after consultation with the Architect-Engineer) and the Architect-Engineer's issuance of the final Certificate of Payment; or (2) twelve (12) months after the commencement of the Construction Phase, if constructions has not commenced during such 12-month period.
- 9.5 Extension of this Agreement shall be in writing for a single period only and not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the original Agreement. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion is due to events beyond the control of the Architect-Engineer.
- 9.6 This Agreement may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original Agreement, whichever period is longer. Renewal of this Agreement shall be in writing and shall be subject to the same terms and conditions set forth in the original Agreement. Renewals shall be contingent upon satisfactory performance evaluations by the Owner and subject to the availability of funds. Renewal costs may not be charged by the Architect-Engineer.

ARTICLE 10: PAYMENTS TO ARCHITECT-ENGINEER

- 10.1 The Architect-Engineer's services shall be invoiced, numbered consecutively, utilizing the form shown as **Exhibit V** and payments shall be as follows:
- (1) For Basic Services, payments shall be made at the completion of each phase of the work in proportion to services performed as shows on **Exhibit III**.
 - (2) If Additional Services are authorized by Owner in writing and such authorization provides for lump sum payments, then payments for Additional Services (as defined in Article 4) of the Architect-Engineer shall be made at the completion of each phase of the work in proportion to services performed as shows on **Exhibit III**.

ATTACHMENT F

- (3) If Additional Services are authorized by the Owner in writing and such authorization provides for Fixed Rate Fee payments, then payments for Additional Services (as defined in Article 4) of the Architect-Engineer shall be made monthly upon presentation of a detailed invoice. Payment for Reimbursable Expense (as defined in Article 6) shall be made monthly upon presentation of a detailed invoice, except that the Owner shall not be liable for any Reimbursable Expenses that, in the aggregate, exceed the not-to-exceed amount shown on **Exhibit III**.
 - (4) The Architect-Engineer shall request such compensation in this Agreement by submitting a properly completed invoice in accordance with the Florida Department of Management Services' [Professional Services Guide](#).
 - (5) Thirty (30) calendar days shall be allowed for the Owner's inspection and approval of the goods and services for which any invoice has been submitted.
- 10.2 No deduction shall be made from the Architect-Engineer's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
- 10.3 If any work designed or specified by the Architect-Engineer during any phase of service is abandoned or suspended in whole or in part, the Architect-Engineer is to be paid for the service performed on account of it prior to receipt of written notice from the Owner of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three (3) months.
- 10.4 Failure by the Architect-Engineer to meet the Basic Services as defined in Article 3 within the time frame established in this Agreement, shall result in the following financial consequence: the Department shall reduce payment to the Architect-Engineer by **\$000.00** (XXX Hundred Dollars) for Basic Services not provided within five (5) calendar days of agreed upon submitted schedule in **Exhibit III**, which has not received authorization for such delay from the Department.

ARTICLE 11: ARCHITECT-ENGINEER'S ACCOUNTING RECORDS

Records of the Architect-Engineer's direct personnel, consultant, and Reimbursable Expense pertaining to this Project and records of accounts between the Owner and Contractor shall be kept on a generally recognized accounting basis and shall be available to the Owner or its authorized representative at mutually convenient times.

ARTICLE 12: TERMINATION OF AGREEMENT

12.1 Termination for Cause

Either party may terminate this Agreement by written notice to the other party if the other party defaults in its performance of this Agreement through no fault of the party initiating the termination. In the event of such a default, the defaulting party must be provided with written notice of the default and offered fifteen (15) days to cure the default after receiving such notice. If the default is not cured by the end of the 15-day period, then any previously delivered termination notice becomes effective without further notice. If, after termination, it is determined that the Architect-Engineer was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner pursuant to Article 12.2. The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

12.2 Termination for Convenience

The Owner may terminate this Agreement for the Owner's convenience and without cause by sending written notice of such termination to the Architect-Engineer. Upon termination, the Architect-Engineer shall be entitled to payment for work satisfactorily completed to the time of termination. The percentage of completion shall be determined by the Owner, based upon the approved schedule.

ATTACHMENT F

ARTICLE 13: DOCUMENT RIGHTS

The Architect-Engineer warrants that in transmitting documents to the Owner, the Architect-Engineer has the right to transmit such documents and use them on the Project. Upon transmission to the Owner, the Owner shall be deemed the owner of each of the Project Documents, and shall have all common law, statutory, and other rights to same, including copyrights; provided, however, that (1) the Owner shall not use the Project Documents for work unrelated to the completion, evaluation, construction, use, maintenance, or alteration of the Project; and (2) the Owner hereby releases the Architect-Engineer from all claims arising from such unauthorized use set forth in the foregoing clause (1). With respect to any other documents transmitted by the Architect-Engineer to the Owner (i.e., other than the Project Documents), the Architect-Engineer hereby grants to the Owner a nonexclusive license to use such documents for the purposes of completing, evaluating, constructing, using, maintaining, and altering the Project.

ARTICLE 14: SUCCESSORS AND ASSIGNS

The Owner and the Architect-Engineer each bind itself, its successors and assigns to the other party to this Agreement and to the successors and assigns of such other party in respect of all terms of this Agreement. Neither the Owner nor the Architect-Engineer shall assign or transfer its interest in this Agreement without the written consent of the other.

ARTICLE 15: VENUE AND CONTROLLING LAW

Venue and jurisdiction of any suit or cause of action arising under or in connection with this Agreement shall lie exclusively in Leon County, Florida.

The Agreement shall be controlled by Florida Law. In the event that any clause or requirement of the Agreement is contradictory to or conflicts with the requirements of Florida Law, such clause or requirement shall be without force and effect and the requirements of the applicable Florida law shall substitute for that clause or requirement and be binding hereto.

ARTICLE 16: SPECIAL PROVISIONS

16.1 The Architect-Engineer must use the latest edition of the Professional Services Guide (from R11-05) provided by Real Estate Development and Management, Department of Management Services, State of Florida. The guide is furnished to assist the Architect-Engineer in the performance of its services under this Agreement. Since this document is merely a guide, the Architect-Engineer must discuss the specific requirements of this Project with the Owner's Project Manager and utilize only those portions of this document which apply. The Professional Services Guide can be found under Documents at the following website:

http://dms.myflorida.com/business_operations/real_estate_development_management/building_construction/forms_and_documents

16.2 It shall be the responsibility of the Architect-Engineer to fully inform the Owner of the Architect-Engineer's progress throughout the Construction Documents Phase. To this end, following the receipt of the signed Construction Documents, the Architect-Engineer shall furnish the Owner with a complete and descriptive status report and a forecasted completion schedule monthly. The Architect-Engineer shall furnish these reports until the Construction Contract is fully executed, at which time the reports described in Article 16.3 shall be furnished.

16.3 In addition to the requirements set forth in Article 3.4, the Architect-Engineer shall complete monthly for the duration of the Construction Phase, a Construction Report based on knowledge obtained through observation of the construction work. The Architect-Engineer shall submit this report to the Owner with each monthly pay request.

16.4 The Architect-Engineer shall take minutes of all meetings held with the Owner and shall provide copies of the same to the Owner within five (5) business days following such meetings.

16.5 Prohibition Against Contingent Fees

ATTACHMENT F

The Architect-Engineer represents and warrants that if has not employed or retained any company or person, other than a bona fide employee working solely for the Architect-Engineer, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Architect-Engineer any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability and, at its direction, to deduct from the Basic Services compensation shown in Article 2.1, or otherwise recover, the full amount of such fee, commissioner, percentage, gift, or consideration.

16.6 Bills; Travel Expenses

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a property pre-audit and post-audit thereof. Separate reimbursement for travel is not contemplated under this Agreement; however, if prior authorization is received from the Department in writing, invoices for any travel must be submitted in accordance with Section 112.061, F.S.

16.7 By execution of this Agreement, the Architect-Engineer certifies that the wage rates and other factual unit costs supporting the Basic Services compensation specified in Article 2.1 are accurate, complete, and current at the time of negotiations for this Agreement; and that any wage rates or other factual unit costs furnished the Owner in the future to support additional service proposals will also be accurate, complete, and current at the time of submitting such proposals. The Architect-Engineer agrees that the Basic Services compensation and any authorized Additional Service compensation shall be adjusted to exclude any significant sums by which the Owner determines such compensations were increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The Owner and the Architect-Engineer agree that all such adjustments in compensation shall be made within one (1) year following completion of the services covered by this Agreement.

16.8 Architect-Engineer's Payment Rights

The Architect-Engineer acknowledges the following time frames. Upon receipt, the Owner has thirty (30) calendar days to inspect and approve the goods and services as specified in Article 10.1(5). The Owner has twenty (20) days to deliver a request for payment (voucher) to the Florida Department of Financial Services website. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available to the Owner for transmittal to the Architect-Engineer within forty (40) days, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department of Financial Services website. The 40 days are also measured from the latter of the date the invoice is received or the goods or services are receiving, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Architect-Engineer requests payment. Invoices which have to be returned to an Architect-Engineer because of Architect-Engineer preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Owner.

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516.

16.9 Public Entity Crime Information Statement

The Architect-Engineer acknowledges and agrees that, pursuant to Section 287.133(2)(a), F.S., 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the

ATTACHMENT F

threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

16.10 Discriminatory Vendor Statement

The Architect-Engineer acknowledges and agrees that, pursuant to Section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

16.11 Antitrust Vendor Statement

The Architect-Engineer acknowledges and agrees that, pursuant to Section 287.137(2)(a), F.S., a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; and may not submit bids, proposals, or replies on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

16.12 Unauthorized Aliens

Architect-Engineer certifies that it is registered with and will use the E-Verify system to verify the work authorization status of all new employees of the Architect-Engineer and its subcontractors as required by Section 448.095, F.S., during the term of this Agreement, including receiving and maintaining required affidavits from subcontractors. Architect-Engineer acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Architect-Engineer knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

16.13 Annual Appropriation

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

16.14 Electronic Mail Capabilities

The Architect-Engineer must have electronic mail capabilities. It is the intention of the Owner to use electronic communication whenever possible for all projects. When possible, plans and specifications for review purposes will also be transmitted electronically to the Owner. The Architect-Engineer will provide its electronic mail address and a name of a point of contact for electronic communications.

16.15 Insurance Requirements

The Architect-Engineer shall maintain during the terms, except as noted, of this Agreement the following insurance:

- (1) Professional Liability Insurance in the amount of \$1,000,000.00, with deductible per claim not to exceed \$50,000.00. This insurance shall be maintained for three (3) years after completion of the construction and acceptance of any work covered by this Agreement. However, the Architect-Engineer may purchase Specific Project Architect-Engineer's Professional Liability which is also acceptable.

ATTACHMENT F

- (2) Comprehensive General Liability Insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits of \$300,000.00 combined single limit per occurrence for bodily injury and property damage. Said policy or policies shall name the Owner as an additional insured and reflect the hold harmless provision contained herein.
- (3) Workman's Compensation Insurance for the employees of the Architect-Engineer as required by Chapter 440, F.S., and employees' insurance with limits not less than \$300,000.00.
- (4) Other (or increased amount of) insurance which the Owner shall from time to time deem advisable or appropriate, at the Owner's expense. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).
- (5) All policies for this Article 16.15, except professional liability, shall contain waiver of subrogation against the Owner where applicable, shall expressly provide that such policy or policies are primary over any other collective insurance that the Owner may have.
- (6) All the above insurance is to be placed with Best-rated A-8 or better insurance companies, qualified to do business under the laws of the State of Florida.
- (7) Except as to Articles 16.15(1) and 16.15(3) above, the Owner shall be named as an additional insured under such policies, except professional liability. Said policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Owner. The Owner reserves the right to request a copy of the required policies for review.
- (8) All policies shall provide for thirty (30) days written notice to the Owner prior to cancellation or material change.

16.16 The Architect-Engineer represents and warrants that it has reviewed Sections 215.4725 and 287.135, F.S., and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List. The Architect-Engineer further represents and warrants that it does not have business operations in Cuba or Syria as proscribed in Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the Architect-Engineer to civil penalties, attorney's fees, and other penalties and consequences provided for by law including termination of this Agreement.

16.17 **PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ARCHITECT-ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.**

16.18 Contract Managers

The contract manager for the Owner is _____ and is located at _____
_____; email address: _____; telephone: _____.

The contract manager for the Architect-Engineer is _____ and is located at _____
_____; email address: _____; telephone: _____.

Substitution of a contract manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

ATTACHMENT F

Architect-Engineer shall notify Owner's contract manager withing seven (7) business days if any of the Architect-Engineer's team or subject matter experts are changed.

16.19 Notices

Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 16.18.

ARTICLE 17: BUILDING PLANS EXEMPTION POLICY

Pursuant to Section 119.071(3)(b), F.S., all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from inspection or disclosure under Florida's Sunshine laws. The Architect-Engineer agrees to protect and ensure the confidentiality of such documents under its custody or control in conformance with the requirements of Section 119.071(3), F.S., and all applicable law and shall include on the cover page of all plans the following statement:

"All drawings contained herein are confidential."

Any knowing violation of Chapter 119, F.S., may be sufficient grounds for immediate termination of this Agreement by the Owner.

ARTICLE 18: INDEMNIFICATION

The Architect-Engineer shall be liable to the Owner for the actions and omissions of its agents, employees, contractors, or subcontractors and shall indemnify and hold harmless the Owner and Owner's employees, from and against any claims, damages, losses, or expenses (including reasonable attorney's fees, paralegal fees, witness fees, and court costs) to the extent caused by the Architect-Engineer's negligence, recklessness, or intentionally wrongful conduct in the performance of the Agreement.

ARTICLE 19: INSPECTION AND RECORDS

- 19.1 In accordance with Section 216.1366, F.S., the Owner is authorized to inspect the following: (1) financial records, papers, and documents of the Architect-Engineer that are directly related to the performance of this Agreement or expenditure of state funds; and (2) programmatic records, papers, and documents of the Architect-Engineer which the Owner determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Architect-Engineer shall provide such records, papers, and documents requested by the Owner within ten (10) business days after the request is made.
- 19.2 Pursuant to Section 20.055(5), F.S., the Architect-Engineer and any of its contractors and subcontractors understand and comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.
- 19.3 All documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Chapter 119, F.S., otherwise known as Florida's Public Records Law. The Architect-Engineer must keep and maintain public records required by the Owner to perform the services hereunder.

Upon request from the Owner's custodian of public records, the Architect-Engineer must provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Owner.

IF THE ARCHITECT-ENGINEER HAS ANY QUESTION REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE ARCHITECT-ENGINEER'S

**DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

The Owner shall have the right of unilateral cancellation for refusal by the Architect-Engineer to allow public access to all documents, papers, letters, or other material made or received by the Architect-Engineer in conjunction with this Agreement, unless the records are confidential or exempt from disclosure pursuant to Florida law.

ARTICLE 20: AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(14), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and the Owner, an officer or representative of the nongovernmental entity must attest under penalty of perjury that it does not use coercion for labor or services as defined in Section 787.06, F.S. The [Non-Coercion for Labor or Services Affidavit \(FDACS-01364\)](#) or substantially similar Affidavit must be completed and returned to the Owner no later than ten (10) business days of the contract being executed, renewed, or extended. Email the completed affidavit to the Owner's contract manager and reference the contract number in the subject line.

***** Remainder of Page Left Intentionally Blank *****

ATTACHMENT F

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the attachments or exhibits hereto, the parties have caused to be executed this Agreement by their undersigned duly authorized officials.

APPROVED:

(VENDOR NAME)

By: _____

Name: _____

Title: _____

APPROVED:

**FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES**

By: _____

Name: _____

Title: _____

ATTACHMENT F

EXHIBIT I: ARCHITECT-ENGINEER'S KEY PERSONNEL

NAME	TITLE	FL REGISTERED
	Principal	-
	Vice President	-
	Project Manager	-
	Project Architect	-
	Project Mechanical Engineer	-
	Project Electrical Engineer	-
	Project Civil Engineer	-
		-

ATTACHMENT F

EXHIBIT II: MINIMUM PERIODIC VISITS DURING CONSTRUCTION

ARCHITECT-ENGINEER	PLANNED PERIODIC VISITS
-	-
-	-

ATTACHMENT F

EXHIBIT III: SUBMITTAL AND PAYMENT SCHEDULE (SAMPLE)

SERVICE	No. OF COPIES TO SUBMIT ¹	SUBMITTAL SCHEDULE (days)	FEE % ²	FEE AMOUNT
BASIC SERVICES				
Pre-Design Phase				
Concept / Schematic Design Phase				
Concept / Schematic Design Documents	2	30	%	\$0,000
Design Development Phase				
Design Development Documents	2	30	%	\$0,000
Construction Document Phase				
100% Construction Documents	2	45	%	\$0,000
Bid / Permit Phase				
Corrected/Conformance Documents	2	15	%	\$0,000
Construction Phase				
Construction Administration		180	%	\$0,000
ADDITIONAL SERVICES (as applicable)				
Programming Phase				
Measured Drawings	2		%	\$0,000
Detailed Estimates				
Civil Engineering Design				
Topographic and State Plane Surveys				
Geotechnical Investigation				
Site Permit Fees				
Extended Permit Coordination				
Copies of certified As-Built Drawings				
12 Month Warranty Review				
SUBTOTAL FEES (LUMP SUM)			100%	\$0,000
Reimbursable Expenses Not-to-Exceed Allowance				\$0,000
TOTAL				\$0,000

1. Submittals to include electronic and hard copies per 3.1.2, 3.2.1, 3.3.1, 3.3.3, and 3.3.7.
2. Fee % indicates proportion of lump sum items to the subtotal.

ATTACHMENT F

EXHIBIT IV: ADDITIONAL SERVICES RATES (SAMPLE)

CATEGORY	RATE
Principal	\$ / hr
Registered Architect/ Engineer	\$ / hr
Project Manager	\$ / hr
CAD Technician	\$ / hr
Clerical Support	\$ / hr
REIMBURSABLE EXPENSES ¹	
Printing	At Cost
Travel	At Cost
Other	At Cost

1. All reimbursable expenses shall be billed in accordance with Section 112.061, F.S.



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

NON-COERCION FOR LABOR OR SERVICES AFFIDAVIT

I, _____, having been duly sworn, hereby affirm:

1. I am an authorized officer or representative of _____, a legal entity organized under the laws of the State of _____, with its principal place of business located at _____.
2. Pursuant to Section 787.06(14), F.S., I hereby attest that _____ does not use coercion for labor or services as defined in Section 787.06(2), F.S.
3. Under penalty of perjury, I declare that the information stated in this affidavit is true and accurate.

Executed this _____ day of _____, 20_____.

Signature

Printed Name

Title

Entity Name

STATE OF _____

COUNTY OF _____

Sworn to or affirmed and signed before me by means of ☐ physical presence or ☐ online notarization this

_____ day of _____, 20_____ by _____

☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public

Printed Name

(Notarial Seal)