


ADDENDUM TO RFP DOCUMENTS

	<p>ADDENDUM NUMBER: #02H</p>
	<p>Urban/Land Use Planner: Request for Proposals</p>
	<p>Date: November 2, 2021</p>
	<p>For more Information, Contact: Tony Brown tbrown@tampabaycdc.com 813.518.2632</p>

Addendum H: Supplement for Architectural and Engineering Services

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REQUEST FOR QUALIFICATIONS (“RFQ”) ARCHITECTURAL PROFESSIONAL SERVICES

November 2, 2021

BACKGROUND:

The Tampa Bay Economic Development Council (“TBEDC”) is requesting Statements of Qualification (“SOQ”) from qualified firms (Offerors) for the provision of Architectural & Engineering Professional Services for the new Smart Manufacturing Innovation Institute Building (“Project”), to be located in the East Tampa Community Redevelopment Area (CRA), Tampa, Florida (“Project Site”).

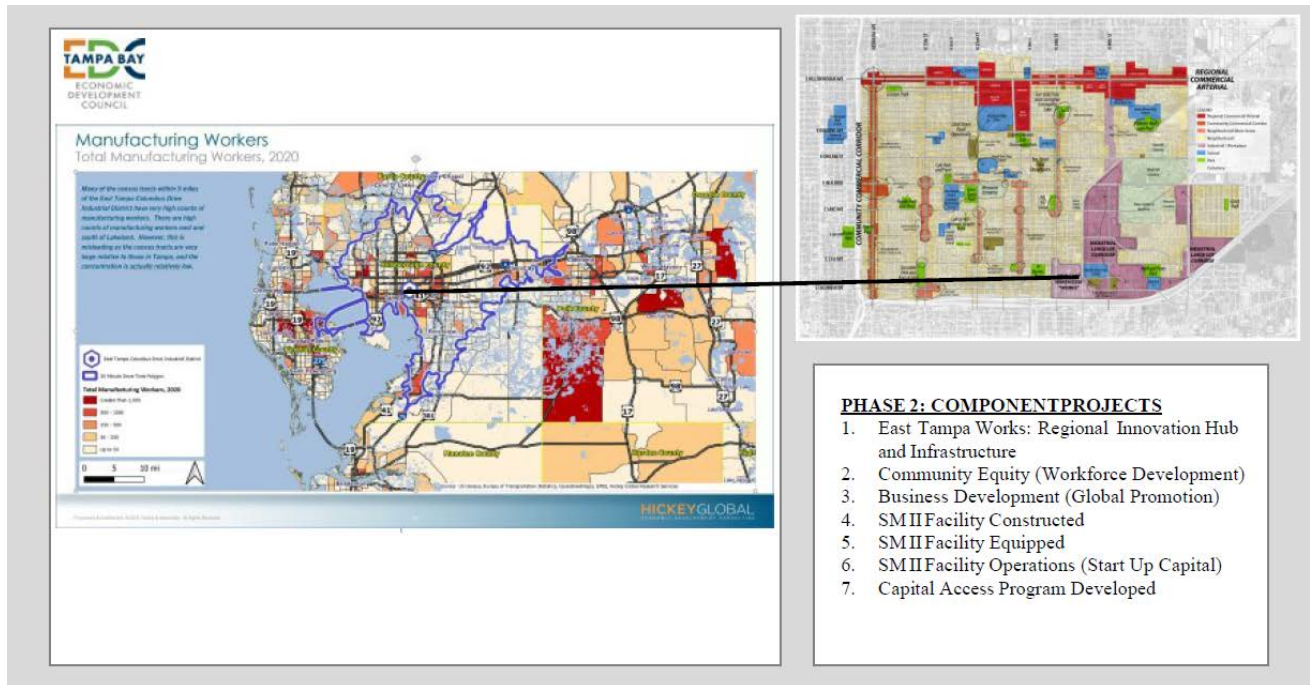
By submitting a SOQ, the Offeror represents that it has carefully read the terms and conditions of this RFQ and all Attachments and Addenda and agrees to be bound by them. The TBEDC intends to competitively negotiate a contract with the most qualified firms submitting a SOQ to the TBEDC for the Project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

The TBEDC will receive all SOQs and will establish an Evaluation Committee to evaluate all SOQs and will make a recommendation for selection/negotiations to TBEDC and USF’s officials for award of the contract.

The Tampa Bay Economic Development Council (“TBEDC”) in concert with a strong coalition of educational, non-profit, and public sector partners (“TBEDC Coalition”) are joining forces to establish the East Tampa Works – Regional Innovation Hub to feature the Smart Manufacturing Innovation (SMI) Institute as its anchor. The Regional Innovation Hub (Hub) will build a smart manufacturing ecosystem for the greater Tampa Bay Region providing the physical space and programming necessary to catalyze new business incubation, workforce training and job placement, advanced educational opportunities and research, manufacturing prototyping, and demonstration Project facilities.

On October 19, 2021, TBEDC completed a FY 2021 American Rescue Plan Act Build Back Better Regional Challenge Notice of Funding Opportunity (NOFO) application from the United States Department of Commerce, Economic Development Administration (“EDA”) to construct a Smart Manufacturing Innovation Institute facility (“Project”) in collaboration with the University of South Florida (“USF”). The SMI Institute will offer technology based economic development within ~50,000sf of production and prototyping facilities for training and collaborative activities. The SMI Institute’s advanced manufacturing capabilities will include manufacturing process design, cloud services infrastructure, cybersecurity, supply chain management and logistics, life cycle engineering, and product design. An additional 20,000sf of space will feature the Black Business Investment Fund’s (BBIF) Makerspace, a minority business manufacturing incubator, to bring equity & inclusion to the Project. Makerspaces are ideal for startups or early-stage growth businesses, as such businesses do not need full-time or exclusive use of equipment.

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The EDA anticipates awarding 50 – 60 technical assistance grants in December 2021 for up to \$500,000 to prepare more detailed applications for transformational Projects in the second application phase. If awarded the Planning Grant, the TBEDC Coalition would then be eligible to apply for the second phase funding between \$25 million and \$75 million to implement the component Projects, subject to change, identified in the illustration above. The Phase 2 application deadline is March 15, 2022.

The TBEDC is hopeful to be an award recipient in December but is concerned that the time allotted to complete a Phase 2 application and provide the supplemental materials specified on page 24 of the NOFO for construction assistance is insufficient. The purpose of this solicitation is to initiate a competitive procurement process that is compliant with the procurement standards of 2 CFR 200.317 - 200.327, including 2 CFR 200.319 to be prepared on Day 1 if successfully awarded a Planning Grant. Any notice to commence work will be contingent on the receipt of a Phase 1 Planning Grant. **The FY 2021 American Rescue Plan Act Build Back Regional Challenge Notice of Funding Opportunity (NOFO) (ARPA BBBRC NOFO) is included for reference.**

For additional information, contact Tony Brown, Director of Community Development, Tampa Bay EDC, at tbrown@tampabayedc.com

A. **OVERVIEW OF PROJECT**

1. **General**

The TBEDC Coalition intends to solicit proposals for the construction of the Project if successful under Phase 2 of the NOFO. This Project will provide for the construction of a high-tech business incubator approximately between 50,000 to 75,000 GSF in size sited on property to be secured in the East Tampa Community

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Redevelopment Area. TBEDC has secured the services of CBRE to work with the TBEDC Coalition to secure a site and negotiate site control by December 31, 2021.

The Project is proposed to be funded in part by the EDA if successful under the applied NOFO. As such, this procurement and completion of the Project must comply with U.S. Code of Federal Regulations at 2 C.F.R. 200.317 – 200.327, and the EDA's requirement for supplementary materials as noted on p.24 of the NOFO ("Application for Construction Assistance Components").

The objective of this RFQ is to identify and seek a competitive proposal in accordance with §287.055, Florida Statutes from a qualified Architectural Professional ("AP") to provide architectural services related to the design and construction of the Project, including engineering and environmental services, as more particularly described in Section 2 below and on p.24 of the NOFO ("Application for Construction Assistance Components").

2. Scope of Services

The successful Offeror shall be required to provide Architectural Professional Services for the planning, design, and engineering phases of the Project as required for the Phase 2 submittal of the NOFO. The successful Offer shall also provide all services necessary for the successful execution of the Project including consultations, surveys, soil investigations, supervision, travel, "as-built" or record drawings, arrow diagram ("CPM/PERT") where applicable, and incidental costs should the TBEDC Coalition is successful in the Phase 2 application with the EDA. The successful Offeror shall be held responsible for making sufficient visits to the Project site to ensure that the work proceeds in accordance with the approved plans and specifications.

Examples of services within the scope include, but are not limited to:

- Subject to Phase 1 – EDA Funding (December 2021):
Facility programming, conceptual design, civil engineering (including surveys and Phase I environmental), and all requirements for Construction Assistance on p. 24 of the NOFO.
- Subject to Phase 2 – EDA Funding (September 2022):
Construction documents, obtaining permits, bid preparation and evaluation assistance, construction administration, construction inspections, and all other requirements whether performed directly by the Offeror or subcontracted. The cost of permits is not included in the scope of services.

Time is of the essence. The successful Offeror shall be required to provide all necessary services as outlined in the scope of services, within the budgeted funds as shall be negotiated in the contract, in an expeditious manner and in consideration of required

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construction completion dates as specified in the Phase 2 Proposal to EDA. The Offeror and TBEDC will work collaboratively in establishing the construction timeline.

3. Minimum Qualifications of Offeror

- a. The Offeror shall be a firm which holds a current certificate of registration under chapter 481, Florida Statutes to practice architecture or a firm which holds a current certificate as a registered engineer under chapter 471, Florida Statutes to practice engineering.
- b. The Offeror shall have a minimum of five (5) years previous experience in AP Services (or comparable services) for Projects of similar size prior to the date the SOQ is submitted.
- c. The Offeror must demonstrate financial capability and is required to submit proof of insurance capacity by completion of the Insurance Certification form contained in this RFQ as Attachment 5.

4. General Terms of Contract

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

- a. This procurement and terms of the contract must comply with the procurement standards set forth in U.S. 2 CFR Part 200, and in accordance with the EDA publication "Summary of EDA Construction Standards".
- b. Fees for basic services will be either a lump sum fixed price or a cost reimbursement with an agreed maximum and shall be based on the fee breakdown to be provided by the selected Offeror during contract negotiation as described in Section B(1)(e) below.
- c. The contract will contain prohibitions against contingent fees as required by §287.055(6), Florida Statutes.
- d. The basic fee shall not exceed that prevailing for comparable services in the Project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services must be identified in the contract. Such additional charges may be approved for funding under the EDA grants if they: (1) Do not duplicate charges for services provided for in the basic fee; (2) Are a proper charge against the Project cost; and (3) Are reasonable for the extra services to be rendered.
- e. The contract shall provide for all services required by TBEDC for the planning, design, and engineering phases of the Project required for submittal in the Phase 2 EDA application. Appropriate standards or guidance developed by professional organizations, such as the American Consulting Engineers Council ("ACEC"), American Society of Civil Engineers ("ASCE"), National Society of Professional Engineers ("NSPE"), and/or the American Institute of Architects ("AIA"), will be used to develop the agreement. The agreement and related fees shall cover all services necessary for the successful execution of the Project including consultations, surveys, soil investigations, supervision, travel, "as-built" or record

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drawings, arrow diagram (“CPM/PERT”) where applicable, and incidental costs.

- f. Regardless of who furnishes the construction inspector, the Offeror shall be held responsible for making sufficient visits to the Project site to ensure that the work proceeds in accordance with the approved plans and specifications.
- g. In addition to other provisions required by the EDA and TBEDC, in accordance with 2 C.F.R. § 200.326, the contract must contain the applicable provisions set out in Appendix II to 2 C.F.R. part 200, which address various contractual requirements including remedies, termination for cause and convenience, Equal Employment Opportunity, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, rights to inventions, environmental quality, energy efficiency, debarment and suspension, the Byrd Anti-Lobbying Amendment, and procurement of recovered materials. See Appendix II to 2 C.F.R. part 200 for a full explanation of these requirements.
- h. The contract shall state a specific timetable for: (1) Completing preliminary plans and associated cost estimates; (2) Completing final plans, specifications, and cost estimates; (3). Securing required State and local approvals; and (4) Completing proposed contract documents sufficient for soliciting bids.
- i. The contract shall provide for surveillance of Project construction to assure compliance with plans, specifications, and all other contract documents. If the Offeror serves as the Project inspector, the requirements for inspection services shall be clearly defined and the amount the TBEDC is required to pay for such services shall be stated.
- j. The Offeror shall agree to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector if the inspector is furnished by the Offeror. EDA recommends that the firm take insurance, when available, to cover liability for such damages.
- k. The Offeror shall agree to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the Offeror or by others paid by the TBEDC.
- l. The Offeror shall agree to attend bid openings, prepare, and submit tabulation of bids, and make a recommendation as to contract award.
- m. The Offeror shall agree to review proof of bidder's qualifications and recommend approval or disapproval.
- n. The Offeror shall certify that it is not on the Excluded Parties List on the website www.sam.gov.
- o. The Offeror shall submit an executed copy of the Certification Regarding Lobbying as required by Section 1352, Title 31, of the U.S. Code.
- p. The Offeror shall agree to submit a report not less frequently than quarterly to the

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TBEDC covering the general progress of the job and describing any problems or factors contributing to delay.

- q. The Offeror shall agree to assist TBEDC or its assigns to submit a properly executed original of the "Certificate as to Project Site, Rights-Of-Way, and Easements" (Form ED-152) showing all lands, rights-of-way, and easements as applicable. Part One of the Certificate shall be completed by the Offeror. In Section-1, the Offeror shall attach a legal description of the Project site (marked as Exhibit A) describing the boundaries by metes and bounds or by survey plat including deed book and page number. The Project engineer must further state what project element will be constructed thereon. Section-2 of Part One of the Engineering Certificate calls for a description of all easements and rights-of-way needed. The engineer should provide a numbered list of all the required easements and copies of each should be attached as Exhibit B. Section-3 calls for all permits needed. The engineer should provide a numbered list of all the required permits and copies of the actual permits should be attached as Exhibit C.
- r. The Offeror shall submit one (1) copy (in addition to other required copies) of the bound final plans and specifications that are sealed by the project architect/engineer and are noted as for construction before advertising for bids. Include a copy of the final construction cost estimate and copies of any local, state, or federal approvals. The specifications must include "EDA Contracting Provisions for Construction Project"; EEO Goals; the Buy American clause text "Recipients are hereby notified that they are encouraged, to the greatest extent practicable to purchase American-made equipment and products with funding provided under this award", as well as the current Davis Bacon wage rates.
- s. The Offeror shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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- t. Insurance - Offerors should confer with their respective insurance carriers or brokers to determine in advance of SOQ submission the availability of insurance certificates and endorsements as prescribed and provided herein. Offerors who fail to comply strictly with the insurance requirements may be disqualified from award of the contract. Offerors must complete Attachment 5 Insurance Certification.

B. RFO PROCESS

1. Process Overview

- a. This procurement will follow the process outlined in §287.055(4) and (5), Florida Statutes. NO COMPENSATION INFORMATION WILL BE REQUESTED, NOR SHALL IT BE PROVIDED BY OFFERER UNTIL COMPETITIVE NEGOTIATION BEGINS FOLLOWING SELECTION OF THE MOST QUALIFIED FIRM. Firms must be prepared to enter negotiations immediately following the conclusion of presentations, and the selection of the most qualified firm. Offerors not prepared to enter negotiations may be eliminated from consideration.
- b. The TBEDC shall evaluate statements of qualifications and performance data submitted by firms regarding the proposed Project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the Project, and ability to furnish the required services.
- c. The TBEDC shall select in order of preference no fewer than two firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the TBEDC shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and Projected workloads of the firms; and the volume of work previously awarded to each firm by the TBEDC, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.
- d. The TBEDC shall negotiate a contract with the most qualified firm for professional services at compensation which the TBEDC determines is fair, competitive, and reasonable. In making such determination, the TBEDC shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.
- e. The firm shall provide a fee breakdown in sufficient detail that TBEDC can perform its analysis and make the required determination. Compensation for basic services must be a fixed price or a cost reimbursement with an agreed maximum to be eligible for EDA participation. The fee breakdown shall provide that compensation is based on completion of specific milestones. (Preliminary design, final design, construction management, etc.)
- f. Should the TBEDC be unable to negotiate a satisfactory contract with the firm

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considered to be the most qualified at compensation the TBEDC determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The TBEDC shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the TBEDC must terminate negotiations. The TBEDC shall then undertake negotiations with the third most qualified firm.

- g. Should the TBEDC be unable to negotiate a satisfactory contract with any of the selected firms, the TBEDC shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until a contract is reached.

2. Non-Mandatory Project Information Conference

A non-mandatory Project Information Conference meeting will be held via Zoom at 10:00 AM on November 22, 2021 with Tony Brown and other officials from USF and BBIF. Additional meeting information including Zoom meeting links will be provided to applicants that registered their intent to apply to this RFP.

3. Contact Information

- a. Each Offeror shall examine the RFQ documents carefully. Questions concerning the RFQ terms, conditions and technical specifications will be accepted in writing through 2:00 PM, December 2, 2021. Requests must be transmitted via email. No Offeror may rely upon any oral responses. Answers to such questions will be sent to registered Offerors. Such written questions and requests shall be directed to the following TBEDC Contact person:

TBEDC Contact:

Tony Brown, Director of Community Development, TBEDC
tbrown@tampabayedc.com

- b. All registered Offerors will be sent any addenda or clarifications issued in response to this RFQ. It is the responsibility of the Offeror to register its name and contact information with Tony Brown prior to November 15, 2021, to receive said addenda or clarifications. A simple email to Tony Brown, on the subject line, "Intent to Reply to A&E Scope of Service," will suffice.
- c. From the time this RFQ is issued until a final decision is made by the TBEDC as to the award of a contract to an Offeror, Offerors are instructed to:
 - i. Only contact the TBEDC Contact, identified hereinabove, regarding this RFQ, the Offeror's SOQ or another Offeror's SOQ in writing; provided any such contact shall be limited to questions regarding the process of this RFQ and shall not relate to the merits of the Offeror's SOQ or another Offeror's SOQ; and
 - ii. Other than discussions held during the NON-MANDATORY Project

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Information Conference, no contact or communication in person, by telephone, e-mail, through an intermediary, or otherwise with USF or BBIF, or any other representative of the TBEDC Coalition, other than the TBEDC Contact, regarding this RFQ, the Offeror's SOQ or another Offeror's SOQ shall occur.

- d. Any contact or communication in violation of the provisions above shall be cause for rejection of the Offeror's SOQ.

4. SOQ Deadline

SOQs must be received by the TBEDC by 4:00 PM, December 3, 2021 ("Submission Deadline"). SOQs may be mailed to the address below:

Mail to:

Tony Brown
Tampa Bay Economic Development Council
101 East Kennedy Blvd., Suite 1750
Tampa, FL 33602

Mark on the outside of the envelope and on any carrier's envelope: "SOQ FOR ARCHITECTURAL PROFESSIONAL SERVICES, December 3, 2021, 4:00PM".

5. Submission of SOQ

- a. SOQs must arrive at the above address no later than Submission Deadline to be considered.
- b. It is the Offeror's responsibility to assure that their SOQ is delivered to the proper location no later than the Submission Deadline.
- c. SOQs received prior to the Opening of SOQs will be secured unopened.
- d. SOQs received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Offeror.
- e. The TBEDC is not responsible for the premature opening of a SOQ not properly addressed and identified by the RFQ title and submission deadline on the outside of the envelope/package.
- f. The Offeror shall submit an ORIGINAL and four (4) copies of the SOQ, along with an electronic version in PDF format on a USB flash drive, on or before the Submission Deadline. The Original SOQ must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding Offeror; all other copies may be photocopies. SOQs will be retained as the property of the TBEDC. USB Flash drives will be returned upon request.
- g. Offeror Registration - Potential Offerors **MUST** officially register, prior to November 15, 2021, to be placed on the Registered Offerors list for the solicitation.

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This list is used for communications to prospective Offerors. A simple email to Tony Brown, on the subject line, "Intend to Reply to A&E Scope of Service," will suffice. Failure to register as a prospective Offeror may cause an Offeror's SOQ to be rejected as non-responsive.

- h. All expenses associated with the submittal of a SOQ will be borne solely by the Offerors.

6. General Conditions

- a. Offerors must be available for interviews by TBEDC, if required.
- b. The contents of the SOQ of the successful Offeror will become part of the contractual obligations except as may be modified by subsequent written agreement.
- c. SOQs must be typed or printed in ink. All corrections made by the Offeror to their SOQ prior to the Opening of SOQs must be initialed and dated by the Offeror. No corrections will be allowed to be made to SOQs after the Opening of SOQs.
- d. The TBEDC reserves the right to waive any minor irregularity, technicality or omission if the TBEDC determines that doing so will serve the TBEDC's interests. The TBEDC may reject any SOQ not submitted in the manner specified in the solicitation document.
- e. The TBEDC reserves the right to reject any or all SOQs, in whole or in part, when such rejection is in the best interest of the TBEDC. Further, the TBEDC reserves the right to withdraw this solicitation at any time prior to the final award of the contract.
- f. The TBEDC reserves the right to award the scope of work, in whole or in part, by contracting Urban Planning/Land Use Services separate from Architectural & Engineering Services to different vendors, at TBEDC's sole discretion
- g. Equal Opportunity/Affirmative Action Requirements - The Offeror shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
- h. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - The Offeror must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency and meet all other responsibility matters as contained in the certification form attached as Attachment 3.
- i. Fictitious Name Registration - If the Offeror is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the SOQ.

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- j. Unauthorized Alien(s) - The Offeror shall be responsible for assuring that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The TBEDC shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the contract entered by the TBEDC as a result of this RFQ. As part of the response to this RFQ, please complete and submit Attachment 4 -- the "Affidavit Certification Immigration Laws."
- k. Addenda to Specifications - If any addenda are issued after the initial specifications are released, the TBEDC will email registered Offerors.
- l. It is the responsibility of the Offeror prior to submission of any SOQ to contact the TBEDC Contact, tbrown@tampabayedc.com, to verify any addenda issuance. The receipt of all addenda must be acknowledged on the SOQ sheet.

7. Schedule

The following table lists the important dates/times and actions relative to this solicitation. If the TBEDC finds it necessary to make changes to the actions, dates, and/or times, such changes will be accomplished by written addendum to this solicitation and emailed to registered applicants. All times are local times in Tampa, Florida (EST).

<u>EVENTS</u>	<u>DATE/TIME</u>
Release/Issuance of Urban Planning RFQ	September 9, 2021
Registration: Urban Planning & Land Use Services	September 24, 2021
Questions Deadline: Urban Planning & Land Use	October 8, 2021
Publication of Questions (Not Applicable)	October 25, 2021
Addendum 1 Issued	November 2, 2021
Addendum 2 Issued	November 2, 2021
Addendum 2H Issued	November 2, 2021
Registration: Architectural & Engineering Services	November 15, 2021
Non-Mandatory Project Information Meeting	November 22, 2021 at 10AM (EST)
Questions for Clarification Deadline	November 22, 2021 at 4:00PM (EST)
Publication of Questions & Answers (To registered applicants)	November 26, 2021
Submission Deadline: Urban/Land Use Services	December 3, 2021 at 4:00pm (EST)
Submission Deadline: Architecture & Engineering Services	December 3, 2021 at 4:00pm (EST)
Evaluation: Short List Selections (Land Use)	December 10, 2021
Evaluation: Short List Selections (A&E Services)	December 10, 2021
Applicant Presentation Meetings	TBD
EDA Award Announcement (Phase 1)	TBD
Contract Negotiations: Land Use Services	January 7, 2022
Contract Negotiations: A&E Services	TBD: Subject to EDA Phase 1 Award
Notice to Commence: Land Use Services	January 17, 2021
Notice to Commence: A&E Services	TBD: Subject to EDA Phase 1 Award

8. Evaluation

a. Preliminary Evaluation for Short Listing

The TBEDC will use a point formula during the review process to score and rank SOQs. Staff will first report responsiveness to the Request for qualifications by making sure all terms of the Request for Qualifications were followed. Any SOQ determined not to be responsive will be eliminated from further consideration.

For those SOQs determined to be responsive, each SOQ will be scored using the criteria described below. Firms will be ranked based on each evaluator's scores. These rankings will be combined for all evaluators. The rankings will be supplied to the TBEDC's President & CEO (Selecting Officer) for the final selection. At the Selecting Officer's sole discretion, Short-listed firms will be invited to make oral presentations and to be interviewed in the final selection meeting. Short-listed firms will be provided with the following: a list of the final interview evaluation criteria; the time, date and location of the interview and the length of time allotted for the interview (likely virtual). The firm should bring a summary of its presentation to leave with the committee members if in-person meeting. Otherwise, the time will be communicated for any written materials to be remitted if a virtual conference.

b. SOQ Short List Evaluation Criteria

i. Qualifications & Experience of Offeror: 25 points maximum

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

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

ii. Design Ability-10 points maximum

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

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

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- (1) Preference in Requests for SOQs. In letting of contracts for procurement of contractual services for which a Request for Qualifications is developed with evaluation criteria and the application of which shall leave an appropriate number of qualified firms, given the nature and size of the Project, to compete for the Project, additional points shall be added to the total score for a local preference, as follows:
 - (a) Individuals or firms which have a home office located within Hillsborough County, and which meet all the criteria for a local business as set forth in this article, shall be given a preference in the amount of five (5) points.
 - (b) Individuals or firms which do not have a home office located within Hillsborough, Pasco, Pinellas or Polk County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three (3) points.
 - (2) Local business definition. For purposes of this section, "local business" shall mean a business which:
 - (a) Has had a fixed office located in and having a street address within Hillsborough, Pasco, Pinellas or Polk County for at least six (6) months immediately prior to the issuance of the request for competitive bids or Request for Qualifications by TBEDC; and
 - (b) Holds any business license required by Hillsborough, Pasco, Pinellas or Polk County and, if applicable, the City of Tampa; and
 - (c) Is the principal Offeror who is a single Offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
 - (3) Certification. Any vendor claiming to be a local business as defined shall so certify in writing to TBEDC. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed (Attachment 7). TBEDC shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- iv. Minority, Women and Small Business Enterprise (MWSBE) Preference-5 points maximum
- (1) Preference in Requests for SOQs. In letting of contracts for procurement of contractual services for which a Request for Qualifications is developed with evaluation criteria, a preference of five (5) points shall be added to the total score for a vendor who is a certified MWSBE. If vendor is not a certified MWSBE, then preference of one (1) to three (3) points will be awarded based on the extent of use of certified MWSBE

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consultants.

- (2) Certification. Any vendor, or consultant on the vendors' team, claiming to be an MWSBE shall attach evidence of certification from the City of Tampa's or the State of Florida. The following is a link to the City's MWSBE directory:

<https://tampa.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=4296&TN=tampa>

c. Final Evaluation-Presentations and Interviews

Short-listed firms will make oral presentations, if required, and will be interviewed at the final evaluation meeting by the Selection Officer. Reference checks will be completed and documented by staff and presented to the Selection Officer for consideration during the interview. Following the presentation, a time may be set aside for questions and answers.

Interviewed firms will be notified of the committee's ranking, and the contract negotiation phase will begin with the top ranked firm. All selections and contracts are subject to the approval of the TBEDC's Selection Officer.

d. SOQ Final Evaluation Criteria

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

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

- ii. Approach and Method-20 points maximum

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

- iii. Ability to Provide Service-20 points maximum

The Selecting Officers evaluates the Offerors' ability to meet the owner's required timetable and to provide for the special or unique requirements of the Project, including a Projected timeline of activities through Project completion. The Offerors will be asked to discuss their

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ability to fulfill each Project requirement and to describe all other Projects on which team members are currently involved. Results of the reference checks are considered in this category.

9. SOQ Format

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

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

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

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

- The RFQ title
- The name of the proposing Offeror
- The name, address, telephone, e-mail address and fax number of the primary contact person
- Organizations Federal ID Number, Professional License No., and Florida Corporate Charter Number
- Addendum #2 First Page

Tab 2 – Table of Contents

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

Tab 3 – Services to be Provided.

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

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

Tab 4 –Work in Progress and Staffing

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

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

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

- c) Fee per Person. Provide the average fee per person for professional and technical staff.

Tab 5 – Related Experience.

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

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

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

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

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

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

Tab 6 – Proposed Project Team.

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

Tab 7 – References.

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

Tab 8 – Examples of Offeror's Design Ability

Provide examples (3 – 5 projects) of the Offeror's prior work and its design philosophy, as well as the Offeror's prior Projects, their sensitivity to site and surroundings and their aesthetic appeal.

Tab 9 – Required Forms

- (1) Include the following completed forms:
 - Attachment 1 – SOQ Form
 - Attachment 2 – Equal Opportunity/Affirmative Action Statement;
 - Attachment 3 – Certification Regarding Debarment, Suspension and Other Responsibility Matters;
 - Attachment 4 – Affidavit Certification Immigration Laws;

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- Attachment 5 – Insurance Certification Form; and
 - Attachment 6 – Drug-Free Work Place Form.
 - Attachment 7 – Local Vendor Certification
- (2) Copies of required licenses, registrations, and certifications.

C. ATTACHMENTS & FORMS

ATTACHMENT 1

SOQ FORM

Architectural Professional Services: Smart
Manufacturing Innovation Institute Building

Tampa Bay Economic Development Council
101 East Kennedy Blvd., Suite 1750
Tampa FL 33602

SOQ Due Date: December 3, 2021 at 4:00 PM

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

To the Tampa Bay Economic Development Council, hereinafter referred to as “TBEDC”.

The OFFEROR, in compliance with the Request for Qualifications for Architectural Professional Services: University of South Florida Smart Manufacturing Innovation Institute Building (RFQ), having examined the scope of services and the The FY 2021 American Rescue Plan Act Build Back Regional Challenge Notice of Funding Opportunity at p.24 and the requirements for Construction Assistance (NOFO), hereby proposes to furnish all labor, material and supplies and at the compensation to be negotiated if selected as a most qualified firm. The compensation to be negotiated will cover all expenses incurred in performing the work required under the SOQ documents, of which this SOQ is a part. The compensation will be firm and shall not be subject to adjustment provided this SOQ is accepted and compensation negotiated within thirty (30) days after the time set for receipt of SOQs.

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

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

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

DEVIATIONS FROM SPECIFICATIONS IF ANY:

Tampa Bay Economic Development Council
Architectural and Engineering Supplement for Services
Submission Deadline: December 3, 2021, 4:00pm (EST)

I have read Scope of Services and NOFO at page 24 and do hereby certify that all items submitted meet the proposed requirements.

COMPANY: _____ AGENT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

Respectfully submitted,

Attest:

By: _____ By: _____

Print Name _____ Print Name _____

Date _____ Title _____

ATTACHMENT 2

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Offeror hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The Offeror agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Offeror: _____

Address: _____

ATTACHMENT 3

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

- 1) The Offeror certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this Proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Date

Offeror's name

Address

ATTACHMENT 4

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

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

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

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

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____
Notary Public - State of

(Type of identification) My commission expires:

Printed, typed, or stamped
commissioned name of notary public

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

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

ATTACHMENT 6

DRUG FREE WORK PLACE FORM

Drug-Free Work Place: Yes _____ N/A _____

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

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

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or novo contender to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Offeror's Signature

Date

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

ATTACHMENT 7
LOCAL VENDOR CERTIFICATION

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

- a) Has had a fixed office located in and having a street address within Hillsborough, Pasco, Polk or Pinellas County for at least six (6) months immediately prior to the issuance of the request for competitive bids or Request for Qualifications by the TBEDC; and
- b) Holds any business license required by Hillsborough County (or one of the other local counties), and, if applicable, the City of Tampa; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

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

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

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

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

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

or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Return Completed form with supporting documents to:

Tampa Bay EDC, 101 East Kennedy Blvd., Suite 1750, Tampa, Florida 33602

EXHIBIT B
INSURANCE

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

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

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

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