



## REQUEST FOR QUALIFICATIONS (RFQ)

### 25-001 – Lake Technical College at Lincoln Park Phase 1

Release Date: August 1, 2024  
Question Deadline: August 8, 2024 @ 2:00PM EST  
**Due Date/Time: August 22, 2024 @ 2:00 PM EST**

Direct all inquiries in writing to: Procurement Rep—Jack Miller, [millerj3@lake.k12.fl.us](mailto:millerj3@lake.k12.fl.us)

Public notice is hereby given that the Lake Technical College has issued a Request for Qualifications for the above-named contract, with responses due no later than the date and time shown above.

Lake Technical College is seeking to qualify a pool of vendors to provide Construction Management at Risk Services for pre-construction and construction services of the Clermont Elementary reuse/Lake Technical College at Lincoln Park Education Center development to create postsecondary program space at the existing Clermont Elementary School. This submission is in accordance with the Florida Statute 287.055.

The Request for Proposal and all submittal requirements are available on-line at LakeTech.org.

Thank you for your interest in doing business with Lake Technical College.

END OF SECTION

**PURPOSE & BACKGROUND:**

Lake Technical College’s intent of this Request for Qualifications (RFQ) is to select a firm to provide Construction Management at Risk Services for pre-construction and construction services for the Lake Technical College at Lincoln Park Education Center Phase 1 project pursuant to Chapter 1013, Florida Statutes; the Florida Consultant’s Competitive Negotiation Act, Section 287.055 Florida Statutes; State Requirements for Educational Facilities; Rule 6A-2.0010, Florida Administrative Code; and Charter Board Rules.

In determining whether a Firm is qualified, the Board shall consider such factors as the ability and qualifications of professional personnel; experience and past performance, past litigation; project/task approach and methodology; and references.

Firms submitting a response to this Request for Qualifications must be licensed in the State of Florida as a Certified General Contractor (CGC) or Certified Building Contractor (CBC) according to Chapter 489, Florida Statutes. Corporations must be registered in the State of Florida by the Department of the State, Division of Corporations, at the time of final selection by the Selection Committee.

The construction management services shall include but are not limited to the following: preconstruction services (value engineering, cost analysis, and scheduling evaluations), bidding and contracting with all subcontractors, coordinating scheduling of the work, supervision of the work and working with the architect of record on the project. The college will provide permitting, building code and fire inspection support services.

LTC ORGANIZATION: Lake Technical College is the only conversion charter career center in the state of Florida, serving approximately 3,000 students across 4 Lake County locations.

LTC Mission: The mission of Lake Technical College is to be an integral component of the economic growth and development in our communities by offering a variety of high-quality career-education and training opportunities.

LTC Vision: To be the premier provider in a collaborative effort for workforce development in our communities.

Questions concerning any portion of this solicitation shall be directed in writing online to the below named individual who shall be the official point of contact for this solicitation.

Name:	<b>Jack Miller</b>
E-mail:	<b>millerj3@lake.k12.fl.us</b>
Fax:	352-357-4776
Address:	2001 Kurt Street Eustis, FL 32726

**No-Contact:** All prospective proposers are hereby cautioned not to contact any Board member or **employee** of the School Board of Lake County nor attempt to persuade or promote through other channels. All requests for additional information must be submitted in accordance with instructions

contained in this Request for Proposal. Failure to comply with these procedures may be cause for disqualification of firm's submittal.

## SECTION 1 -- INSTRUCTIONS TO VENDORS

- 1.1 Proposal Due Date: All proposals must be received no later than **2:00 PM EST**, on **August 22, 2024**. Respondent will be responsible for its timely submission of their submittal.

All proposals must be signed by an officer or employee having authority to legally bind Respondent. Any corrections of unit prices must be initialed.

- 1.2 Solicitation Packages are available on the Lake Tech website at [www.laketech.org](http://www.laketech.org). Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the college.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the college with the services specified in the proposal.

Submittals/Responses shall be accepted via mail or in person at 2001 Kurt Street, Eustis Florida.

- 1.3 ON LINE RESPONSES – the college will not accept online responses.
- 1.4 Recommended awards will be posted for review by interested parties on [www.laketech.org](http://www.laketech.org) and will remain posted for a period of 72 hours.

1.5 SCHEDULE OF EVENTS:

Deadline for Questions	8/8/2024 @ 2:00PM
Last date for addendums	8/11/2024 @ 2:00PM
Proposals Due	8/22/2024 @ 2:00 PM
Evaluation (Shortlist)	8/27/2024
Presentations, if needed	TBD
Board Action	9/16/2024

1.6 REQUEST FOR INFORMATION

All questions must be submitted by information cut-off date listed above, questions received after said date will not be considered. Inquiries must be made via email at [millerj3@lake.k12.fl.us](mailto:millerj3@lake.k12.fl.us). Those interpretations which may affect the eventual outcome of this proposal will be posted on the on [www.laketech.org](http://www.laketech.org) for all prospective Respondents to view. Only the interpretation or correction so given by the Procurement Services representative, in writing, shall be binding and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the RFQ and the selection process. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFQ.

Selection committee members, charter board members, and college personnel (except the Procurement Services representative) are not to be contacted prior to the Charter Board's decision to approve or reject the final recommendation presented by the Executive Director. At the discretion of LTC, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of release of the Request for Qualifications and continue through and include the date Lake Technical College makes its determination to approve or reject the final recommendations. Failure to meet any of these requirements may disqualify a Respondent from consideration.

By submission of a proposal, Respondent understands that award of the solicitation by Lake Technical College, and any subsequent purchase orders and agreements, shall constitute a binding and enforceable contract. Unless otherwise stipulated in the solicitation documents, no other contract documents shall be issued.

## SECTION 2 -- SCOPE OF SERVICES

- 2.1** It is the intent of this contract is to establish a pool of vendors to provide Lake Technical College is seeking a Construction Manager at Risk (CMR) to provide construction services. Currently, the established construction budget is \$3,500,000.
- 2.2** Scope of work as called for in the final design of Phase I of the Clermont Elementary reuse/Lake Technical College at Lincoln Park development to create postsecondary program space at the existing Clermont Elementary School. Work may include, but not be limited to, renovation of permanent buildings or building expansions housing classrooms, skills/science labs, and computer labs. Located at the former site of Clermont Elementary School, 680 E. Highland Avenue, Clermont, FL 34711. The CMR's scope shall include the Pre-Construction and Construction Services to satisfy the requirements per the Architect's construction documents.

**Note: Any further information about the proposed project will be provided to the short-listed firms only. At this time, the committee is strictly interested in the CM firm's qualifications to provide construction management services, and their experience with the construction of similar size and scope.**

- 2.3** The services required for the construction program include, but are not limited to the following:  
**DESIGN PHASE**
- a. The Construction Manager will be required to work with the architect of record and subconsultants.
  - b. The Construction Manager will submit for approval by the architect and the Owner's representatives' applicable cost and time savings incentive options.
  - c. The Construction Manager will be required to work with and coordinate activities with any other contractors that the district may have awarded for the project.
  - d. The Construction Manager will review progress design documents and provide value-engineering recommendations in all disciplines, which may be applicable including civil, structural, landscaping, mechanical, plumbing and electrical.
  - e. The Construction Manager will review construction documents to ensure constructability and to minimize change orders.
  - f. The Construction Manager will review construction documents to minimize omissions and conflicts.
  - g. The Construction Manager will prepare in CSI Master Format detail, estimates of probable cost of construction, bid scope and update as needed prior to establishing the Guaranteed Maximum Price. Included with the estimate shall be a detailed list of all assumptions and exclusions in developing the estimate of probable construction cost and indicate any allowances that are incorporated into the estimate.
  - h. The Construction Manager shall provide (as a minimum), monthly cost accounting reports in a format and detail satisfactory to the district. The format and detail shall be consistent throughout the contract duration.
  - i. The Construction Manager will coordinate with the architect to finalize the Construction Documents.

- j. The Construction Manager will prepare for approval a schedule of proposed hourly rates to be used in assessing the Construction Manager's fixed fee for his preconstruction services.
- k. The Construction Manager will commit to the project budget and guarantee a maximum price based on the Documents and successful negotiations with the Owner. The Guaranteed Maximum Price will include the Construction Manager's fees for all construction services.
- l. The Construction Manager will establish the master project schedule identifying all different phases and all milestone items keeping in mind the school year dates and hence the limitations.
- m. The Construction Manager will coordinate with the architect and provide to the Owner all permitting applications and requirements as needed.
- n. The Construction Manager will prepare and submit for the Owner and architect review and approval, progress reports during the preconstruction phase documenting value engineering, budget and scope issues

## **2.4 BID AND AWARD PHASE**

- a. The Construction Manager will schedule and conduct pre-bid conferences with the interested subcontractors, material suppliers, and equipment suppliers.
- b. The Construction Manager will identify and solicit multiple bid packages that together will represent the entirety of the scope of work.
- c. The Construction Manager will provide a subcontractor's prequalification process and clearly demonstrate a successful and aggressive recruiting process for approval by the architect and the Owner's representative. The Owner reserves the right to reject any subcontractor proposed for any of the bid packages prepared by the Construction Manager.
- d. The Construction Manager will solicit, advertise, accept, review, scope and award bids to qualified subcontractors, based on the bid packages identified.
- e. The Construction Manager will justify in writing to the Owner, the use of any prequalified subcontractors that are not the apparent low bidder.
- f. The Construction Manager will contract with all subcontractors, material suppliers and equipment suppliers necessary for the proposed construction works.
- g. The Construction Manager will coordinate with the architect and Owner's representative to schedule and conduct preconstruction meetings with subcontractors.
- h. The Construction Manager will set procedures for cost and time control updates.
- i. The Construction Manager will provide to the Owner along with the Guaranteed Maximum Price report, a summary indicating all subcontractor bids received which highlights the apparent low bidder upon which the GMP is based, and copies of all scope sheets for each bid package.

## **2.5 CONSTRUCTION PHASE**

- a. The Construction Manager will be required to participate and require all subcontractors and suppliers to do likewise, in the college's 'Owner's Direct Purchase Program', communicating and cooperating with college staff and any additional contractors that the college may choose to employ.

- b. The Construction Manager will coordinate all work with surveyors, special consultants, and testing lab services contracted by the Owner as required.
- c. The Construction Manager shall coordinate, and schedule all required inspections prescribed in the building permit and Florida Building Code, including threshold inspections, and ensure work is not covered or concealed until the inspector has approved the work in place.
- d. The Construction Manager shall immediately correct all identified deficiencies by the Owner's representatives, inspectors, engineer representatives, applicable municipal inspectors, and threshold inspectors.
- e. The Construction Manager will coordinate site construction management services including but not limited to: regular job site meetings, (b) maintaining a daily on-site project log and schedule report, (c) overseeing quality assurance testing and inspection programs, (d) monitor construction management staff and subcontractor work performance for deficiencies, (e) maintain a record copy of all contract documents, (f) change orders and other documentation on site, (g) oversee construction management staff and subcontractor safety programs.
- f. The Construction Manager shall provide to the Owner, monthly project cost accounting reports indicating the status of the subcontract buyouts, contingency expenses, project expenses, accounts payable, forecasted and conformed Owner expense changes, and forecasted savings within the Guaranteed Maximum Price.
- g. The Construction Manager will staff this project in a satisfactory manner to accomplish the work as specified. As a minimum, the Construction Manager's site personnel during the construction phase will include a project manager and project superintendent.
- h. The Construction Manager will update and maintain the master project schedule, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules.
- i. The Construction Manager will prepare a schedule of values associated with each bid package identified and submit for approval by the architect and Owner's representative. All payment requests must be in accordance with the schedule of values approved.
- j. The Construction Manager will process payment requests for approval by the architect and the Owner's representative.
- k. The Construction Manager will process any change orders for approval by the architect including a cost estimate of the proposed change.
- l. The Construction Manager will submit and process Requests for Information (RFI) and coordinate responses with the architect.
- m. The Construction Manager will provide construction program accounting and reporting documentation to the district as required.
- n. The Construction Manager shall certify to the Owner that no asbestos-containing material was used in the construction of the project.
- o. The Construction Manager will coordinate with the architect the final inspection prior to the architect's approval and issuance of the Certificate of Substantial Completion.
- p. The Construction Manager will provide monthly progress reports to the Owner.



## **2.6 POSTCONSTRUCTION PHASE**

- a. The Construction Manager will coordinate project close-out, start-up, and transition to operation.
- b. The Construction Manager will coordinate with the architect to provide a complete project records including project manual and CAD/PDF drawings corrected to show all construction changes, additions, and deletions compared to the Construction Document (CAD/PDF disks will be provided to the Construction Manager by the architect).
- c. The Construction Manager will coordinate with the Owner to prepare the Certificate of Occupancy and all final inspections.
- d. The Construction Manager will obtain and review for completeness, have corrected if necessary and submit to the Owner following the architect's approval all warranties, operations and maintenance manuals, and other such documents.
- e. The Construction Manager will coordinate and conduct the Building Warranty Inspection, and the roofing two- year warranty inspection.
- f. The Construction Manager will complete all punch list items generated by the architect and Owner's representatives during their inspections

## **SECTION 3 -- PREPARATION ORDER AND REQUIRED CONTENT**

### **3.1 PROPOSAL PREPARATION**

In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are neither necessary nor desired. Emphasis should be placed on skills and experience that respond to the needs of the college, the requirements of this RFQ, and completeness and clarity of content.

### **3.2 REQUIRED INFORMATION AND FORMAT**

Proposals must provide the required information in the following order and format. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Copies of the proposal signed by an authorized representative of Respondent, including name, title, address, and telephone number of one individual who is Respondent's designated representative

### **3.3 TABLE OF CONTENTS**

Clearly outline and identify the material and responses by the tab and page number. Outline in sequential order the major areas of the responses, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

**INITIAL SCREENING FOR SHORT-LISTING:** From the applicants' response to the RFQ, the Evaluation Committee will objectively evaluate the respondent's abilities in accordance with those criteria listed below:

**Tab 1 – Respondent's Introductory Submittal Letter – (Non-Scored)**

RFQ Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business. A brief profile of the respondent, including:

- A. A brief history of the business
- B. Organizational structure of business
- C. Ownership interests
- D. Present status and projected direction of business

**Tab 2 – Related Building Experience References –**

- School Project experience, number of project staff with references
- School campus projects
- Projects value/square footage

Consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity. Consideration will be given to respondents with the ability to show similar projects, with school districts of similar size and scope, recent, current and future workload, past performance and the ability to bring in a project on-time and on budget.

List those projects which best illustrate the experience of the respondent and current staff which is being assigned to this project. (List no more than 5 projects, and do not list projects which were completed more than 10 years ago.)

Respondents may also include additional information as needed to better illustrate experience and/or references.

**Architects, Engineers and Professional Services Firms** must complete and submit Part I section F of Standard Form 330. Provide a detailed project page for a minimum of five (5) projects and a maximum of ten (10) projects which highlight your firms' ability to successfully deliver projects within the continuing contracts threshold.

**Tab 3 – Project Team –**

Project Team (**15 points maximum**) computed as follows:

- A. Organizational Chart

- A. Team's Postsecondary education projects CM experience role and experience (resume)
- B. Three (3) previous similar CM projects
- C. Lake Technical College project experience
  - Provide an organizational chart for the project team and identify any small/minority business utilization.
  - Identify the team members.
  - For each team member, answer the following questions. Please use a separate page for each team member.
    - 1) Where is this individual located?
    - 2) How long has this individual been employed by this respondent?
    - 3) Years of experience?
    - 4) Licenses or accreditation?
    - 5) What is the availability of this individual to devote time to the project?
    - 6) What is this individual's length of experience with the project team?
    - 7) Give 3 examples of specific experience relevant to this project.

*Lake Technical College insists and requires that those indicated as the project team in this RFQ response actually execute the work required to complete the project. The Respondent understands that the designated Project Manager of the CM Team shall be onsite at least 50% of the time or an amount of time mutually agreed to by both parties and the Construction Superintendent shall be onsite 100% of the time at the Project Site (Exhibit 1) for the full duration of the project during the time the work is being performed. Timekeeping records shall be maintained and submitted with monthly reports.*

- Provide one page resumes for all key personnel and sub-consultants identified in 1B.
- Describe the team's previous experience in Postsecondary education projects CM projects. (One-page maximum)
- Describe the team's familiarity with Lake Technical College. Does the team have any direct experience with Lake Technical College? (One page maximum)
- Provide three (3) examples of similar design build projects that the team has executed. For each example:
  - 1) Identify the specific role of the team members.
  - 2) Discuss the scope of the referenced project in comparison to the Lake Tech project.
  - 3) Discuss the relationship with the client and provide a reference name and telephone number.

#### **Tab 4 – Project Approach –**

- Team's approach and CM concepts
- Preliminary schedule for project completion
- Demonstrated project efficiency and cost effectiveness

Explain how the project team will approach this project to include schedule, safety and cost-saving techniques.

- Discuss team organization, logical sequence of work, staff coordination, quality control, value engineering, energy efficiency, maintenance considerations and other critical project components.
- Describe how the project team would ensure that the CM's team approach and project concepts used are those with the most value for the college's investment? Specially note the team's ability to deliver the project within the budget included in the Scope of the solicitation.
- Discuss the forecasted schedule vs. actual performance.
- Discuss the forecasted budget vs. actual performance, including change orders.
- Provide a preliminary schedule for completion of the project. Comment on schedule options and how those will affect costs.
- Explain why the Respondent's project approach is the most beneficial for Lake Technical College. What are the specific reasons why the Respondent's approach will be successful, efficient and cost effective?

#### **Tab 5 – Project and Financial Management –**

Project and Financial Management computed as follows:

- A. Demonstrated ability to deliver on time & under budget
  - B. Team management & staff resource allocation
  - C. Quality control program/Manage scope creep & compliance methodology
  - D. Financial management & reporting responsibility
  - E. Post construction close-out plan
  - F. Project management technology
- Describe how the project team will be managed. Who will be the primary contact point? How will subcontractors be managed to maintain accountability?
  - Describe the way that the team will allocate staff resources to the project.
  - Describe how the team proposes to coordinate with the college's Project Manager to optimize effectiveness.
  - Discuss the respondent's quality control program. What team members will be assigned to quality control?
  - Describe the team's post-construction close-out plan, including warranty process & transfers. What are the challenges to efficient close-out and how will the team address these challenges?

- Identify who will be responsible for financial management and reporting. Describe the team’s familiarity and experience with the Owner Direct Purchase and the sales surtax program. Describe how the team will segregate surtax and non-surtax costs.
- How will the Respondent manage scope creep and/or prioritize investment within a limited budget?

**Tab 6 – Local Labor participation**

Validate your approach to encourage local subcontractor participation. Provide data from your more recent past projects of similar scope that demonstrate the **actual** percentage of local subcontractor participation, supported by sub-contractor name(s), contact information, length and dollar volume.

1. Demonstrated proof of past local participation of past 3 projects **(0-3 points)**
2. Action plan to encourage local subcontractors **(0-3 points)**
3. Local participation goal for this project **(0-2 points)**

Pursuant to the specifications of this bid, points will be awarded to respondents who plan demonstrate use of local sub-contractors. If a party knowingly submits false information that causes a higher score to be awarded during the evaluation process, and the false representation is discovered during the bid period, the bid will be disqualified. If the party has already been awarded the bid and is under contract with the college, then their actions will constitute a Breach of Contract, and the college will reserve the right to terminate the contract, assess punitive damages in the amount of **TBD**, or other damages as deemed appropriate by the college.

**Tab 7 – Preference for Business in Lake County Florida**

Qualifying points in this section is only considered for the **Prime CM Contractor**. To qualify for local preference points, Respondent must submit Lake County Preference Affidavit (Attachment J) which shall be notarized and all requested documentation shall be provided with the proposal for points to be considered. In addition to the number of employees, include the length of employment with your company.

Using the tiers below for Preference for Business in Lake County Florida:

- A. Points will be assigned to the prime CM contractor based on their number of employees that are **current Lake County residents**.

Number of employees that currently reside in Lake County, FL as follows:

<b>1 point</b>	1 - 10 employees
<b>2 points</b>	11 or more employees

- B. Points will be assigned based on the **amount** of Lake County School Board ad valorem taxes the prime CM contractor has paid.

Amount of Lake County School Board Ad Valorem Taxes Paid as follows:

<b>1 point</b>	\$500 - \$5,000
<b>2 points</b>	\$5,001 or more

In submitting your tax amount, **ONLY** “Lake Co School Board Current and Capital Outlay amounts are considered, not your total tax bill. Attach copies of the two (2) most recent years of your Business “Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments”.

**Note: Tax bills can be found at <https://lake.county-taxes.com/public>**

Pursuant to the specifications of this bid and School Board Policy 7.702, points will be awarded to give local respondents a preference. If a party knowingly submits false information that causes a higher score to be awarded during the evaluation process, and the false representation is discovered during the bid period, the bid will be disqualified. If the party has already been awarded the bid and is under contract with the college, then their actions will constitute a Breach of Contract, and the college will reserve the right to terminate the contract, assess punitive damages in the amount of **TBD**, or other damages as deemed appropriate by the college.

#### **Tab 8 – Distance to Site**

Using information provided on the Location Table form (Attachment C) points will be assigned based on the number of miles of the proposed operating office is to the project site (Exhibit 1). The proposed office location indicated shall be that which will have direct responsibility for this project.

#### **Tab 9 – Minority Firm**

Respondents must include a State of Florida issued certificate documenting their minority respondent status to receive the allocated points for this criterion.

#### **Tab 10 – Financial Capability and Litigation – (Pass/Fail)**

The respondent will be evaluated to sufficiently demonstrate they have the necessary financial resources to complete the project, their capabilities to control costs and their history of working proactively to avoid litigation with Owners.

Financial Statement: For the respondent and/or its equity participants, indicate Working Capital Ratio, Profitability, and Return on Assets Ratio. Include a copy of their most current audited financial statement. If the respondent is a legal joint venture or partnership, all respondents comprising the submitting entity will be required to submit the previously requested documentation. The respondent’s financial statements shall be submitted with the proposal.

Bonding Capacity: Evidence of sufficient bonding capacity to bond \$10,000,000.00. The respondent must submit a letter from their insurer stating their current bonding capacity for a single job and their aggregate capacity. (The respondent will be required to bond on the guaranteed maximum price for the Project).

Insurance Claims: State the number of claims, total worker’s compensation dollars incurred for those claims, and loss cost per man hour for the last five projects your respondent has completed. This information should include all claims including, but limited to, the respondent’s personnel, and sub-contractors and/or sub-consultants. In addition, respondents shall include information about their safety programs.

Respondents shall submit details of any and all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims

which are defined herein as claims with a possible value of less than \$25,000 or which have been resolved for less than \$25,000. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award was for or against the Respondent.

**Tab 11 - Forms Requirements - (Non-Scored)**

The following items, while not assigned points in the Initial Screening process, must be included in order for the proposal to be considered. Failure to provide may result in rejection of proposal.

- Qualifications Acknowledgement Form (Attachment A)
- Reference Form (Attachment B)
- Federal Debarment Form (Attachment C)
- Public Entity Crimes Affidavit (Attachment D)
- Non-Collusion Affidavit (Attachment E)
- Conflict of Interest Form (Attachment F)

**Tab 12 – Exceptions to Draft Contract - (Non-Scored)**

Provide any exceptions to the college's standard agreement (Attachment I). In addition, respondents must provide any and all documentation or agreements that you anticipate requesting the college to incorporate into the final agreement or sign as a result of this RFQ award.

**SECTION 4 -- EVALUATION**

- 4.1 Timely submitted responsive proposals will be evaluated by an Evaluation Committee of the college. Each representative will score each proposal using the criteria described below – Evaluation Criteria.
- 4.2 EVALUATION CRITERIA: Only proposals that meet the compliance requirements will be evaluated based on the following criteria.

Evaluation Criteria	Possible Points
Related Building Experience References	◀ ( 22 ) ▶
Project Team	◀ ( 15 ) ▶
Project Approach	25
Project and Financial Management	◀ ( 23 ) ▶
Local Labor Participation	5
Preference for Business in Lake County	4
Distance to Site	5
Minority Firm	1
<b>TOTAL Possible Points</b>	◀ ( 100 ) ▶

An evaluation committee will evaluate the proposals received. Each committee member will independently score each proposal using the predetermined point system following the set of evaluation criteria listed above. Each Committee member’s proposal scores will be combined to reach the total number of composite points. The proposals with the highest overall composite points will be placed on a short-list.

**4.3 RIGHT TO NEGOTIATE**

LTC reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked firm is not reached, the college reserves the right to enter into contract negotiations with the next highest ranked firm and continue this process until agreement is reached.

**SECTION 5 -- GENERAL TERMS AND CONDITIONS**

**5.1 AWARD:** Contracts will be recommended for award to the vendors deemed the most responsive and responsible who achieves the highest points through the proposal evaluation process as outlined later in this document under the Method of Evaluation section. In addition, the college at its sole discretion, reserves the right to cancel this RFQ, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the college to do so. The college also reserves the right to make **multiple awards**, based on experience and qualifications if it is deemed to be in the college’s best interest. LTC reserves the right to negotiate with the highest ranked proposer regarding proposal scope, quality, price and any other issues it considers relevant to successful performance of the services. If an agreement cannot be reached with the highest



ranked proposer, LTC reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

- 5.2 CONTRACT:** A contract or agreement will be released, after award, for any work to be performed as a result of this RFQ. The proposal, negotiated terms, and the contract will constitute the complete agreement between Respondent and LTC. If Respondent requires an additional contract, then Respondent should include their sample contract as an attachment to the proposal submitted for review.
- 5.3 CONTRACT TERM:** The contract term shall begin on the day Lake Technical College approves the negotiated agreement and shall remain in effect until project completion. Pricing, terms, and conditions of the base contract will remain for an initial period. This stipulation shall be subject to a thirty (30) day written notice of cancellation by either party. Respondent agrees to this condition by signing its proposal.
- 5.4 CONFLICT OF INTEREST:** All Respondents must disclose the name of any officer, director, or agent who is also an employee of Lake County Schools. All Respondents must disclose the name of any district employee who owns, directly or indirectly, any interest in the Respondents' business or any of its branches.
- 5.5 MINOR IRREGULARITIES:** The college reserves the right to waive minor irregularities or technicalities in proposals, and in its sole discretion, request a clarification regarding a proposal(s), providing such action is in the best interest of the college. Minor irregularities are defined as those that have no adverse effect on the college's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.
- 5.6 PROTEST:** Any person who is affected adversely by the decision or intended decision shall file with the college, through its Purchasing Department, a written notice of protest within 72 hours after the posting or notification. A formal written protest shall be filed within 10 calendar days after filing the notice of protest.

With respect to a protest of the specification contained in an invitation to bid or in a request for proposal, the notice of protest shall be filed in writing within 72 hours after the receipt of the project plans and specification or intended project plans and specification in an invitation to bid or request for proposal (but no later than the time when the bids or responses must be received in order to be considered), and the formal writing protest shall be filed within 10 calendar days after the date the notice of protest is filed. The 72 hours period referred to herein shall not include Saturday, Sundays, or holidays. The work "holiday" shall mean any weekday on which the college's Administrative Offices are closed.

Failure to file a timely formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

The formal written protest shall state with particularity the facts and law upon which protest is based. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.7(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School Board of Lake County and Lake Technical College in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent

appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, or money order will be an acceptable form of security.

If after completion of the administrative hearing process and any appellate court proceedings, the college prevails, it shall recover all cost and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the college all costs and charges which shall be include in the final order of judgment, excluding attorney's fees.

Upon receipt of the formal written protest and protest bond which has been timely filed, the college shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final college action, unless the Executive Director sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

**5.7 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** In accordance with Section 287.135 of the Florida Statutes, THE COLLEGE RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COLLEGE "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The college may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the college reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.

Lake Technical College, FL does not discriminate on the basis of race, religion, color, national origin, gender, genetic information, age, disability or marital status in its educational programs, services or activities, or in its hiring or employment practices. The district also provides equal access to its facilities to the Boy Scouts and other patriotic youth groups, as required by the Boy Scouts of America Equal Access Act. Questions, complaints, or requests for additional information regarding discrimination or harassment may be sent to:

David Meyers

## Manager Employee Relations

Lake County Schools

Phone: 352-253-6519

Fax: 352-253-6545

Meyersd@lake.k12.fl.us

An entity or affiliate who has been placed on the discriminatory vendor list, a list published by the State of Florida, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

- 5.8 PUBLIC ENTITY CRIMES DISCLOSURE:** 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 5.9 DRUG-FREE WORKPLACE.** Whenever two or more RFQs are equal with respect to price, quality, and service, a RFQ received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If the Contractor does not maintain a formal “Drug Free Workplace” or does not perform random drugs tests on its employees, then the Contractor’s employee must submit to a drug test by the college at an additional cost prior to commencing work.
- 5.10 DAVIS-BACON ACT (34 CFR 80.36(i) (4)) (Where Applicable):** All construction contractors and subcontractors must comply with the Davis- Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation. Applies to all construction contracts in excess of \$2000 awarded by the college and sub-grantees when required by Federal grant program legislation).
- 5.11 SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN:** Pursuant to Section 287.135, Florida Statue, the bidder, by affixing its signature to this bid, certifies that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the college, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 5.12 EQUAL EMPLOYMENT OPPORTUNITY (Where Applicable):** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b),

in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**5.13 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Where Applicable):** All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5.14 CLEAN AIR AND WATER POLLUTION ACTS (Where Applicable):** Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**5.15 DEBARMENT AND SUSPENSION (Where Applicable):** SFAs must obtain satisfaction that an FSMC is neither excluded nor disqualified before doing business with the FSMC. The uniform Federal suspension/debarment certification has been abolished and the collection of paper certifications is no longer mandatory. Current rules provide greater flexibility in meeting requirements. An SFA may meet the requirements by any one of three methods. They are:

1. Checking the Excluded Parties List System. This is available on the internet at <https://www.sam.gov/>
2. Collecting a certification that the contractor is neither excluded nor disqualified. Since a Federal certification form is no longer available, an entity electing this method must devise its own certification.
3. Including a clause to this effect in the solicitation/contract.

Example language: The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

- a. The prospective lower tier (\$25,000) participant certifies, by submission and of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

**5.16 BYRD ANTI-LOBBYING AMENDMENT (Where Applicable):** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**5.17 FUNDING AGREEMENT (RIGHTS TO INVENTIONS) (Where Applicable):** Rights to Inventions made under a contract or agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**5.18 ENERGY POLICY AND CONSERVATION ACT (Where Applicable):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**5.19 RECOVERED MATERIALS (Where Applicable):** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**5.20 CONTINGENT FEE PROHIBITED.** The Proposer warrants that they have not employed or retained any third party other than the Proposer’s employee or agent to solicit or secure an award hereunder and that they will not pay a fee, commission, percentage, gift or other consideration to a third party upon or resulting from the award hereunder. Violation shall constitute a breach of contract and termination of agreement and a deduction from any outstanding obligations for the full amount of the fee, commission, percentage, gift or consideration paid.

Bidder warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for bidder, to solicit or secure this RFQ and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for proposer, any fee, commission, percentage, gift or any other consideration contingent upon, or resulting, from the award of making of this RFQ.

**5.21 PAYMENT TERMS:** Respondent shall state on the Proposal Price Sheet the Terms and Conditions it will accept for a payment discount. (i.e.: 2% net 30 days, upon receipt of invoice). The college shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by respondents who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.

**5.22 INVOICES:** The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. A separate invoice must be received for each purchase order number.

**5.23 INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Respondent shall indemnify, defend, and hold harmless Lake Technical College, Lake County Schools, its board members, employees, representatives from and against all claims, suits, actions, damages, losses, expenses, and/or a cause of action, including but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out of or in connection with this Agreement, provided that any such claims, suits, actions, damages, losses, expenses, and/or a cause of action, (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property of a third party including the loss of use, (ii) loss of Respondent's tools and equipment used in connection with this Agreement, and (iii) is caused or incurred in whole or in part by Respondent or any of its subcontractors, agents, or anyone directly or indirectly employed by contractor, subcontractor, agents, regardless if caused in part by Lake Technical College or Lake County Schools. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from Lake Technical College or Lake County School's sole gross negligence or intentional misconduct.

Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of Lake Technical College's sovereign immunity protection and limitations of liability pursuant to Section 768.28, Florida Statutes. Any indemnity or assumption of liability by SBOC hereunder shall be subject to Lake Technical College's rights to sovereign immunity and any other limitations of liability provided Lake Technical College pursuant to Florida law.

**5.24 INSURANCE:** At its sole expense, VENDOR shall maintain the following insurance during the contract term and such insurance will apply to VENDOR, its employees, agents, and subcontractors:

**5.24.1**

- i. Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000);
- ii. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VENDOR, in an amount not less than five hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury and property damage with the Lake Technical College as an additional named insured; and Lake County Schools.
- iii. Professional Liability Insurance in the amount of one million dollars (\$1,000,000); and
- iv. Workers' Compensation Insurance for all employees of the VENDOR as required by Florida Statutes. A Waiver of Subrogation in favor of The School Board of Lake County, Florida and its members, officers and employees shall be endorsed onto the workers' compensation policy.

- 5.25** “Lake Technical College, the School Board of Lake County, Florida and its members, officers and employees” shall be listed as an additional insured on the Comprehensive General Liability insurance coverages/policies.
- 5.26** The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the VENDOR.
- 5.27** The VENDOR shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
- i. The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best’s Rating of “A” or better according to the latest edition of Best’s Key Rating Guide, published by A.M. Best Company; or
  - ii. With respect only to the Workers’ Compensation Insurance, the company may be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
- 5.28** Neither approval nor failure to disapprove the insurance furnished by the VENDOR to the COLLEGE shall relieve the VENDOR of the VENDOR’S full responsibility to provide insurance as required under this Agreement.

The VENDOR shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the VENDOR. The VENDOR shall be responsible for notifying COLLEGE within 48 hours upon receipt of any cancellation notice or intent to non-renew. If the insurance is scheduled to expire during the contractual period, the VENDOR shall be responsible for submitting new or renewed certificates of insurance to the COLLEGE at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered within ten (10) days of execution of agreement.

In the event that VENDOR fails to maintain insurance as described above, paragraph “A” of this Agreement, VENDOR agrees that such failure will constitute a material breach of this Agreement and the COLLEGE shall have the right to terminate this Agreement without further liability. Further, VENDOR agrees that upon such breach, the COLLEGE may take any action necessary at law or in equity to preserve and protect COLLEGE rights.

- 5.29 INSURANCE CAPACITY VERIFICATION:** *It is a requirement of all bidders to prove their capacity to provide the required insurance as specified in this solicitation.* It is required that bidders provide a “Certificate of Liability” (Acord 25) matching the specified requirements with their bid submission. If selected, you will then be required to name Lake Technical College and Lake County School Board as an additional insured and provide a revised “Certificate of Liability” at the time of contract execution.
- 5.30 FUNDING OUT/CANCELLATION:** Section 237.161, Florida Statutes, et seq., prohibit school boards from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Therefore, the following "Funding Out" provision is an integral part of this solicitation and must be agreed to by all Respondents: The district may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the district's then current fiscal year upon ninety (90) days' prior written notice to the successful Respondent.

Such prior written notice will state the following: "The lack of appropriated funds is the reason for termination. This includes an agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period. This written notification will thereafter release the Lake Technical College of all further obligations in anyway related to the services covered herein."

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

- 5.31 TERMINATION / CANCELLATION OF CONTRACT:** The college reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The Respondent may cancel the resulting contract with one hundred sixty (60) days written notice to the Procurement Services Department. Failure to provide proper notice to the college may result in the respondent being barred from future business with Lake Technical College.
- 5.32 TERMINATION FOR COLLEGE'S CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the college representative shall determine that such termination is in the best interest of the college. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the college shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.
- 5.33 TERMINATION FOR DEFAULT:** The college may terminate all or any part of a subsequent award by giving notice of default to Contractor, if Contractor: refuses or fails to deliver the goods or services within the time specified; fails to comply with any of the provisions of this RFQ, or so fails to make progress as to endanger performances, hereunder, or becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the College's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
- 5.34 ACCEPTANCE OF VENDOR RESPONSES:** The college reserves the right to accept proposals and to accept or reject portions of a proposal based upon the information requested. Respondents may be excluded from further consideration for failure to fully comply with the requirements of this RFQ solely at the college's discretion.
- 5.35 OTHER AGENCIES:** In accordance with State Board Rule 6A-1.012 (6), all bidders awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s),



permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions.

Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

**5.36 NON-EXCLUSIVE AGREEMENT:** This RFQ does NOT establish an exclusive arrangement between the college and vendor. The college reserves, but is not limited to, the following rights:

- The right to use others to perform work and services described in this RFQ;
- The right to request proposals from other Respondents for work described in this RFQ; and
- The unrestricted right to bid any work or services described herein.

**5.37 QUALIFICATIONS OF VENDORS:** The District expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of vendor, compared to work proposed, justifies such rejection.

**5.38 E-Verify:**

A. Pursuant to Fla. Stat. § 448.095, effective July 1, 2020, CONTRACTOR shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

B. Subcontractors.

CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

Subcontractors shall provide CONTRACTOR with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

CONTRACTOR shall provide a copy of such affidavit to the COLLEGE upon receipt and shall maintain a copy for the duration of the Agreement.

CONTRACTOR shall provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of CONTRACTOR'S E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and COLLEGE may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with COLLEGE securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

**5.39 BACKGROUND INVESTIGATIONS.** The CONTRACTOR represents and warrants to the COLLEGE that the CONTRACTOR has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes and shall provide COLLEGE with proof of compliance upon request. CONTRACTOR agrees to indemnify and hold harmless the COLLEGE, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the CONTRACTOR'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

- 5.40 AMENDMENT & CANCELLATION:** The college reserves the right to cancel, recall, and/or reissue all, or any part, of this RFQ, at any time.
- 5.41 WITHDRAWAL:** By written request to the Purchasing Department, vendor may withdraw from the RFQ process at any time before the closing date for the receipt of proposals.
- 5.42 CONFIDENTIALITY OF INFORMATION:** The college reserves the right to retain all copies of vendor proposals submitted in response to this Request for Proposals. You are hereby notified that under FS 119.07, (“Florida Sunshine Law”) proposals submitted in response to this solicitation cannot be granted immunity from public scrutiny. All information submitted must be made available to the public for examination, if so requested. Respondent requests to hold certain submitted materials in confidence cannot be honored. If it is essential to your organization that certain materials are kept confidential, and they are a required element of this Request for Proposal, it is recommended that you decline to respond to this solicitation.
- 5.43 PUBLIC RECORDS: IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF SECTION 119.0701, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SBOC CUSTODIAN OF PUBLIC RECORDS AT 352-580-2250, paynel@lake.k12.fl.us, 2001 Kurt Street, Eustis, FL 32726.**

CONTRACTOR shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes, and will:

- A. Keep and maintain public records required by COLLEGE to perform the service.
- B. Upon request from the COLLEGE’s custodian of public records, CONTRACTOR shall provide the COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONTRACTOR does not transfer the records to the COLLEGE.
- D. Upon completion of this Agreement, CONTRACTOR shall transfer, at no cost, to the COLLEGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the COLLEGE to perform the service. If the CONTRACTOR transfers all public records to the COLLEGE addenda upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COLLEGE by CONTRACTOR, upon request from the COLLEGE’s custodian of public records, in a format that is compatible with the information technology systems of the COLLEGE.
- E. The failure of the CONTRACTOR to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement, with no penalty to the COLLEGE.

- 5.44 PROPOSAL PREPARATION COSTS:** The costs of developing proposals are entirely the responsibility of the vendor, and shall not be charged in any manner to the college. This includes, but is not limited to, the direct cost of vendor personnel assigned to prepare vendor's response to the RFQ and any out-of-pocket expense (including, but not limited to, travel, accommodation, supplies) incurred by vendor in preparing the response to the RFQ.
- 5.45 SUPPLEMENTAL MATERIALS:** Proposals shall meet the requirements and conform to the format prescribed in this RFQ. As additions to this required format, vendor is permitted to submit supplemental materials to the base proposal when vendor determines a need to more fully explain aspects of vendor's solution, applications, or services. Any such additions must be explicitly identified.
- 5.46 SOLICITATION OF DISTRICT EMPLOYEES:** The college expressly prohibits vendors from making any offer of employment, equivalent offer, or any other offering of value to any Board Member or employee of the District/College.
- 5.47 PRESS RELEASES & PUBLICITY:** No announcements or news releases pertaining to the vendor's participation in this RFQ, the selection of proposal or award of contract shall be made by vendor, its representatives, or agents until a final award has been made by the college.
- 5.48 PRIME CONTRACTOR RESPONSIBILITIES:** The college will consider the selected vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.
- 5.49 ASSIGNMENT OF CONTRACT:** The final contract to be awarded and any amounts to be paid thereunder shall not be transferred, pledged, or assigned without the prior written approval of the college.
- 5.50 SUB-CONTRACTORS:** Respondents must describe in the proposal, all responsibilities that vendor anticipates assigning or subcontracting, identify the subcontractor and also describe how vendor will manage these subcontractors.
- 5.51 LICENSES & PERMITS:** Respondent shall obtain and pay for all necessary licenses, permits, and related documents, required to comply with the proposal. Respondent shall save and hold harmless the college as a result of any infraction of the aforementioned. Respondent shall provide all applicable licenses as part of the proposal.