

Section THREE – Submittal Instructions, Dates and Selection Process

- A. Instructions for Submittal of Responses
 - B. Request for Qualifications Pertinent Dates
 - C.
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A. Intent and Purpose

The District Board of Trustees of Lake-Sumter State College, Florida, hereinafter referred to as 'College', statements of qualification from licensed and qualified companies that can provide Architectural & Engineering Design Services to the College

B. Point of Contact

The College's point of contact for all matters relating to this RFQ is Ross Wilson, Director of Purchasing & Auxiliary Services. If there are any questions concerning the RFQ, direct in writing, to Ross Wilson VIA email WilsonR@lssc.edu. N The last day to submit questions will be the end of business (4:30 p.m. EST) on 2/2/2024. Questions received after deadline will not be answered.

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the College posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or agent of the College concerning any aspect of this solicitation, except in writing to the Director of Purchasing & Auxiliary Services or as provided in the solicitation documents. Violations of this provision may be grounds for rejecting a response.

C. Interpretation of Documents/Written Addenda

No interpretation of the meaning of the RFQ document or correction of any apparent ambiguity, inconsistency or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to the College's Purchasing Director. Interpretation of the wording of this document shall be the sole responsibility of the College and that interpretation shall be final.

A written addendum may be issued by the Purchasing Office prior to the RFQ submittal date, supplementing, modifying or interpreting any portion of this RFQ and same will be posted on the College's website:

The College intends to select the most responsible and responsive proposer(s) that can demonstrate in their written response and in their oral presentation quantitative and qualitative information based on the criteria contained herein. The proposer understands that this RFQ does not constitute an agreement or contract with the proposer. An official contract or agreement is not binding until all related documents are reviewed and accepted by appointed staff, approved by the appropriate level of authority within LSSC and executed by the parties.

The written responses are considered Phase I of the screening selection process with oral presentations considered Phase II of the screening selection process. Phase I and Phase II are evaluated separately and, at no point, are combined to represent an overall score. The College reserves the right to select a proposal(s) which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award(s) by the District Board of Trustees, an agreement will be executed between the College and selected vendor(s). Should the College be unable to enter into a satisfactory agreement with the selected vendor(s), negotiations must be formally terminated and the College can undertake negotiations with the next ranked proposer(s), and so on, until a satisfactory agreement(s) is executed that is fair, competitive and reasonable or until the College otherwise terminates the selection process.

All provisions of this Request for Proposal and the successful respondent's submittal provide the specifications for, and obligation of, both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement in hierarchical order:

Resulting Agreement for Architectural and Engineering design services
Florida Lake-Sumter State College RFQ #24-03
All addenda issued pursuant to the RFQ #24-03 (if applicable) and
To the extent consistent with RFQ #24-03, the Proposer's formal response to the RFQ #24-03

The District Board of Trustees of Florida Lake-Sumter State College, Florida, intends to enter an agreement with one (1) or more vendors to manage the Architectural & Engineering Design Services for the College. The College reserves the right to enter into more than one (1) agreement with more than one (1) vendor to provide Architectural & Engineering Design Services for the College. The College reserves the right to add, delete or modify services during the agreement period under the same terms and conditions of the resulting agreement(s). In addition, nothing herein shall obligate Lake-Sumter State College to select any particular number of Architectural & Engineering Design Services companies.

H. Termination

If the awarded contract is terminated or cancelled within the first year of the contract period, LSSC may elect to award the contract to the next ranked proposer, issue a new RFQ or to cancel the project whichever is determined to be in the best interest of LSSC.

The College may, by written notice to the vendor, terminate the agreement for default in whole or in part if the vendor fails to:

1. Provide products or services that comply with the specifications herein or final negotiated specifications or fails to meet the College's performance standards
 2. Deliver the supplies or to perform the services within the time specified in the agreement or any extension of same
 3. Make progress so as to endanger performance of the agreement or
 4. Perform any of the other provisions of the agreement
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to that proposer(s) who, in the opinion of LSSC, will be in the best interest of and/or the most advantageous to LSSC. LSSC reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in LSSC's opinion, is not in a position to perform properly under this award. LSSC reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

O. Conflict of Interest

All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of Lake-Sumter State College. Further, all respondents must disclose the name of any college employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches. Should the awarded proposer permanently or temporarily hire any college employee who is, or has been, directly involved with the proposer prior to or during performance of the resulting agreement, the agreement shall be subject to immediate termination by the College. A Conflict of Interest Disclosure statement shall be completed and submitted as part of the proposal response.

P. Relationship of Parties

The vendor is an independent contractor and will furnish services upon its own credit rather than as an employee, agent or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the vendor; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including but not limited to, health insurance, pension/retirement, or any other benefit, shall be provided to vendor or the employees, agents or public servants of the vendor. Vendor will be solely and entirely responsible for vendor's acts and for the acts of vendor's agents, employees and public servants during the performance of the agreement.

Q. Personnel

Vendor, for the life of contract and any subsequent renewals, shall comply with any Florida Lake-Sumter State College operating procedure requiring college operators, vendors, contractors and associates on any Florida Lake-Sumter State College campus to submit to a fingerprint-based state and federal criminal history check as set forth under Florida Statute 1012.467 or any other fingerprint identification check as deemed necessary and requested by Florida Lake-Sumter State College.

Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14,



is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with Florida Statute 768.28.

Z. Vendor Liability

The Vendor shall purchase and maintain, during the term of agreement, insurance policies described herein issued by companies licensed in Florida possessing a minimum A.M. Best Company rating of no less than A-VI. Certificates of Insurance (Form ACORD 25; 2010/05) and Occupational/Professional Licenses carried by the vendor shall be furnished to the College prior to commencement of work and annually thereafter as applicable. The vendor must be licensed or approved to do business within the State of Florida.

With the exception of Professional Liability and

Each Occurrence Limit (\$1-\$5M)	\$1,000,000
Each Claim (\$1-\$3M)	\$1,000,000
Annual Policy Aggregate (\$2-\$5M)	\$2,000,000

2. Additional Requirements:
 - a) Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, Lake-Sumter State College
 - b) Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from Lake-Sumter State College
 - c) Include a Separation of Insured Clause (Cross Liability) for all liability policies
 - d) The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration
 - e) Provide uninterrupted Professional Liability for three (3) years after contract end date

AA. Audit

All of the vendor's correspondence, records, vouchers and books of account, insofar as work done or money expended under the contract is concerned, will be subject to inspection by the College internal auditing and/or legislative auditors. The audit inspection may occur at any time during the term of the contract and for a period of two (2) years after the completion of the contract.

BB. Protest

Any Notice of Protest involving the specifications/terms/conditions or any other aspect of the Request for Qualifications must be filed in writing within seventy-two (72) hours after the posting of the solicitation. Formal written protest must be filed within ten (10) days after the date of the Notice of Protest is filed; noting references to the specific statutes the protest is based upon. Failure to file a Notice of Protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

Following Phase One and Phase Two of the Screening Selection Process and prior to the intended award being presented to the Lake-Sumter State College District Board of Trustees, it is the sole responsibility of all prospective proposers to visit the website <https://www.lssc.edu/dept/purchasing/> to view the intended award public posting on the date specified in Section Four, Letter B of this solicitation. Failure to file a written protest to the Director of Purchasing and Auxiliary Services within the time prescribed (72 hours) in section 120.57(3) (b), Florida Statutes, shall constitute a waiver of protest proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the approved recommendation for award.

CC. Disputes

In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder, the decision of the College shall be final and binding on both parties.

DD. Miscellaneous

The vendor shall not use the name of the College, or any of the College's symbols or marks, in any way unless approved in writing by the College. The vendor shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of the College. The agreement shall be governed by the laws of the State of Florida.

the part of any officer or agent of the College which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the vendor.

MM. Cooperative Purchasing Agreement

As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c) and with the consent and agreement of the successful respondent(s)/bidder(s), purchases may be made under this RFQ/Bid Solicitation by other State of Florida community/state colleges, state universities, district school boards, political subdivisions and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal/bid solicitation document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the RFQ/Bid solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful respondent(s)/bidder(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No other state agency receives any liability by virtue of this RFQ/Bid and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

NN. Availability of Funds

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

A. Instructions for Submittal of Responses

B. Request for Qualifications Pertinent Dates

RFQ



F. Please provide an organizational chart of the proposed team

METHODOLOGY (weighted score: 40)

Describe services to be provided to include, but not be limited to, the following:

- A. Understanding of the scope of services to be provided
- B. Level of assistance that will be expected from the College
- C. Project plan for daily execution of work
- D. Proposer's rough timeline to carry out scope of services
- E. Proposer's understanding of federal, state and local regulations
- F. Proposer's methods of gathering input and feedback from college
- G. Proposer's role in working with GC through the build process
- H. Other pertinent information to describe services proposed

FINANCIAL STRENGTH (weighted score: 5)

Provide a single, separate envelope labeled "Confidential-Proprietary Financial I

Attachment B



**ATTACHMENT D
DISPUTES DISCLOSURE FORM**

Answer the following questions by placing an "X" in the box after "YES" or "NO." If you answer "YES," please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this Contract.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?
YES

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.



REFERENCE FORM

Reference #: _____

Contact Information:

Contact Name: _____ Bus. Phone #: () _____

Company Name: _____ Alt. Phone #: () _____

Mailing Address: _____ Fax #: () _____

City, State, Zip: _____ Email: _____

Narrative description of performance including size, scope and complexity, budget and cost:

Respective dates of completion or anticipated dates of completion:

Any other relevant data:

Briefly explain why this project is similar:
