

**REQUEST FOR QUALIFICATIONS  
FOR  
PROFESSIONAL SERVICES  
LAKE TECHNICAL COLLEGE RFQ #2024 – 1  
CONTINUING CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND  
ENGINEERING SERVICES**

Closing Date:

Closing Time:

**April 22, 2024**

**2:00 p.m.**

**Issued by:**

**LAKE TECHNICAL COLLEGE  
2001 KURT STREET  
EUSTIS, FLORIDA 32726**

**Date Issued: April 8, 2024**



**LAKE TECHNICAL COLLEGE  
BOARD OF DIRECTORS, 2024**

**CHAIRMAN  
VICE CHAIRMAN**

**CHIEF RICHARD KEITH  
C.A. VOSSBERG**

## **RANKING COMMITTEE:**

**Jack Miller**

**Michael Bond**

**Tonya Hefley**

**David Parker**

## **NOTICE OF REQUEST FOR QUALIFICATIONS**

**RFQ NUMBER: 2024 - 1**

**REQUEST FOR QUALIFICATIONS**

**FOR PROFESSIONAL CONSULTING SERVICES**

**CONTINUING CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND  
ENGINEERING SERVICES**

### **INTRODUCTION**

Lake Technical College (the “College”), a Charter Technical Career Center operated by a not-for-profit corporation organized under the laws of the State of Florida, seeks the submittal of qualifications from consultants who are interested in providing professional architectural and engineering services to the College on a continuing basis for projects to be determined from time to time. The Consultant shall provide qualified technical and professional personnel to perform duties and responsibilities assigned under the terms of the professional consulting services according to the standards and procedures that may be adopted by the College from time to time. It is anticipated that an agreement (an “Agreement”) will be negotiated with one or more highest-ranked respondents but be generally in the form attached hereto as Exhibit “A,” which is referred to herein as the “Proposed Agreement.”

#### **TERM:**

The term of each Agreement shall run for an initial period of 5 years and may be renewed for two additional 2-year periods as provided in the Proposed Agreement.

#### **WORK:**

The Agreement will set forth the terms and conditions upon which individual projects will be undertaken by the Consultant. Each of these individual projects (the “Work”) will be described in a Task Order to be executed by the College and the Consultant. The successful negotiation and formation of an Agreement does not guaranty that any Task Order will be offered by the College to the Consultant. For avoidance of doubt,

this means that even if an Agreement is reached between the College and the Consultant, it is possible that no Work will be requested of the Consultant and no fees paid to the Consultant. The request of some Work by the College does not guaranty that the College will request additional Work in the future.

The Work requested under an Agreement may, depending on the nature of the project involved, may be subject to the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). Therefore, the selection process for this RFQ will be in accordance with the CCNA, whether or not CCNA requirements are ultimately applicable to any work awarded under an Agreement. An Agreement will be negotiated with the selected firm(s). During contract negotiations, the College will negotiate fee schedules in accordance with the College's Purchasing Procedures, with the goal of establishing standardized rates.

Once under contract, the Consultant's performance will be evaluated at intervals in accordance with policies and procedures established in the College's Purchasing Procedures.

## **REQUEST FOR QUALIFICATIONS FOR CONTINUING PROFESSIONAL SERVICES LAKE TECHNICAL COLLEGE, RFQ #2024-1**

Pursuant to Section 287.055, Florida Statutes, the Lake Technical College (the "College") invites qualified architectural and engineering firms to submit proposals to provide professional services within the scope of their discipline to the College in response to this Request for Qualifications (the "RFQ").

The selected firm shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.

This RFQ is subject to the "Cone of Silence" imposing certain restrictions on communications concerning the RFQ process as described in the specifications of the RFQ Package.

All questions pertaining to this RFQ should be directed to Facilities Manager Jack Miller via email or fax. Deadline for questions is April 17, 2024. No responses will be given to verbal inquiries. Responses to questions will be issued in the form of an addendum which must be signed by the submitter and included with the submittal. One addendum will be issued on April 18, 2024. Direct questions via email to [millerj3@lake.k12.fl.us](mailto:millerj3@lake.k12.fl.us).

Submittals must be received no later than the **22** day of **April, 2024**, at **2:00 p.m.** EST, and must be clearly marked on the outside "RFQ #2024-1."

Lake Technical College  
2001 Kurt St.  
Eustis, Florida 32726

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### **I. GENERAL INFORMATION**

#### **A. PURPOSE**

The Lake Technical College, a Florida not-for-profit corporation operating a charter technical career center, seeks statements of qualifications from consultants desiring to provide architectural services, engineering services, or both, to the College on a continuing basis for projects as they may be identified from time to time. The selected consultant, after successful negotiation, will enter into a contract (the “Agreement”) to provide qualified technical and professional personnel to perform duties and responsibilities described in task orders issued thereunder (each a “Task Order”). The selected consultants must be currently licensed to practice in the State of Florida, as required by law.

#### **B. SCOPE OF SERVICES**

Services to be provided by selected Consultants may include planning activities, study activities, engineering design, architectural design, surveying, preconstruction services, construction phase services, and other tasks within the scope of or related to their discipline. Services will be provided pursuant to Task Orders issued in accordance with the Agreement.

### **C. CONTRACT FOR SERVICES**

After selection of the Consultant by the College, an Agreement will incorporate the major terms and conditions for Consultant's performance. The Agreement shall be in the form of a contract, as approved by the College's attorney for legal form and sufficiency, and shall include, but not be limited to, the following matters:

(1) The services to be provided by the Consultant pursuant to the Agreement shall be provided on a continuing basis subject to the issuance of Task Orders by the College. The services which may be subject to a Task Order are limited such that the Agreement shall qualify as a "Continuing Contact" within the meaning of Section 287.055(2)(g), Florida Statutes, as the same may be amended or renumbered from time to time during the term of the Agreement.

(2) The Consultant shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure a contract pursuant to the Invitation to Submit Proposals. Also, that has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this Invitation to Submit Proposals.

(3) The Agreement will include provisions for termination for cause by either party and for the convenience of the College.

(4) The Consultant shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.

(5) All work of a specified nature to be performed by Consultant shall be outlined in the Agreement or, where appropriate, Task Orders issued thereunder.

(6) The Agreement will provide for the fees for services, which Consultant shall charge the College and shall be scope specific.

The proposal fee for each Task Order under the Agreement will be based on a fixed hourly rate subject to a not to exceed amount and reimbursable costs. The rates will be fixed for the duration of the Agreement.

#### **(7) Insurance Requirements**

The selected firm shall maintain at all times during the term of the agreement, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below.

The firm will provide to the College original Certificates of Insurance satisfactory to the College to evidence such coverage as part of the RFQ submittal. Lake Technical College, a Florida not for profit corporation, shall be an additional named insured on all policies related to each project performed under the Agreement other than worker's

compensation and professional liability. The policies shall contain a waiver of subrogation against Lake Technical College for workers compensation and general liability. The College may additionally require, in the College's reasonable discretion, that the School Board of Lake County, Florida, be named as an additional insured.

All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the College. The College requires thirty (30) days written notice of cancellation and fifteen (15) days written notice of non-payment. Certificates of Insurance shall be kept current throughout the entire term of the Agreement. In the event of any failure by the firm to comply with the provisions, the College may, at its option, on notice to the firm, suspend the Agreement or any Task Order issued thereunder for cause until there is full compliance.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by an applicable federal statute:

Admitted in Florida: Yes

Employer's Liability: \$100,000

All States Endorsement: Statutory

Voluntary Compensation Endorsement: Statutory

Commercial General Liability Insurance: \$1,000,000 per occurrence combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, \$2,000,000 annual aggregate, including the following coverage:

Premises and Operations and Products/Completed Operations: Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage; Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, exclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the project is completed.

**(8) Indemnification**

Consultant shall, in addition to any other obligation to indemnify the College and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to College), indemnify and hold harmless the College, their agents, elected officials and employees from and against all claims, actions, liability, losses, costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone direct or indirectly employed by any of them, or anyone for whose acts any of them may be liable

in the performance of the work; or violation of law, statute, ordinance governmental administration order, rule, regulation or infringement of patent rights by consultant in the performance of work; or liens, claims or actions made by the consultant or any subcontractor or other party performing the work. If it is determined that this indemnification is within the scope of Sec. 725.06, Florida Statutes, with respect to an occurrence, it shall be limited in amount to \$1,000,000.00 per occurrence and be limited in scope to the extent set forth in that Section.

(9) Responders must comply with Presidential Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin; Title VI of the Civil Rights Act of 1962, the Anti-Kickback Act and the Contract Work Hours Standard Act; the provision of the Vietnam Era Veterans Re-Adjustment Act of 1974; and 23 CFR 635.112(f), provision on Non-Collusion.

(10) The Consultant, by responding to this RFQ, acknowledges that a local government may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor give preference to a vendor based on the vendor's social, political, or ideological interests.

(11) Public Entity Crimes. Each consultant shall be required, pursuant to Chapter 287.133, Florida Statutes, to execute a "Sworn Statement on Public Entity Crimes" prior to the execution of a contract resulting from this request for Qualifications. By executing this sworn statement, the Consultant is affirmatively stating that neither it nor an affiliate (as defined in the statute) has been convicted of a public entity crime, and that it is not barred from entering into the contract. The Consultant shall further acknowledge that any misstatement or misrepresentation of fact, lack of compliance with the statute, or subsequent conviction of a public entity crime shall result in the contract being null and void and/or subject to immediate termination by the College. In the event of such termination, the College shall not incur any liability for any work or materials furnished by the Consultant.

(10) Consultants shall invoice the College for each component of the project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price, payments made to date, percentage of completion of the assignment, project or phase, payment due this invoice, and remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.

(11) Consultants shall indemnify and hold harmless the College, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Agreement. If it is determined that this indemnification is within the scope of Sec. 725.06, Florida Statutes, with respect to an occurrence, it shall be limited in amount to \$1,000,000.00 per occurrence and be limited in scope to the extent set forth in that Section.

(12) The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the College against any claim, suit or proceeding brought against the College

which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The consultant shall pay all damages and costs awarded against the College in such matter.

(13) An understanding and agreement, by and between the Consultant and the College, that the completion time will be as specified in approved work authorizations and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

## **II. SUBMITTAL DUE DATE AND CONTENT**

### **A. TIME AND LOCATION**

Sealed submittals consisting of one original (marked original) and four copies (marked copies) and one electronic set (submitted on CD or DVD) must be received at the Lake Technical College’s Facilities Manager’s office at its main campus (2001 Kurt Street, Eustis, FL 32726) no later than 2:00 p.m., the **22nd Day of April, 2024**.

Submittals should be addressed as follows:

Mail delivery:

Facilities Manager  
Lake Technical College  
2001 Kurt Street  
Eustis, FL 32726

Hand delivery:

Facilities Manager  
Lake Technical College  
2001 Kurt Street  
Eustis, FL 32726

Submittal envelopes should be clearly marked “RFQ #2024-1”

### **B. SUBMITTAL CONTENT**

Consultants interested in performing these professional services must display considerable relevant experience with the specified type of work, and should emphasize both the experience and capability of particular personnel who will actually perform the work.

#### **IMPORTANT NOTE:**

To expedite the evaluation of responses, it is expected that all respondents follow the format and instructions contained herein. The College retains the option to reject any response that does not conform to the stated requirements. Notwithstanding anything else in this RFQ to the contrary, the College may waive irregularities and deem a response to be responsive so long as the irregularity does not create a material competitive disadvantage, as determined by the Ranking Committee or the College Board in their reasonable discretion, to other proposers.

Submittals must include the following minimum information:

(1) In order to insure a uniform review process and to obtain the maximum degree of comparability, it is expected that the submittals be organized in the manner specified.

(a) Title Page:



Show the name of respondent's agency/firm, address, telephone number, name of contact person, date, and the subject: "RFQ #2024-1."

(b) Table of Contents:

Include a clear identification of the material by section and by page number. Letter of Transmittal:

Limit to one or two pages.

i. Briefly state the proposer's description of the types of work they are qualified and willing to perform.

ii. Give the name of the person(s) who will be authorized to make representations for the respondent, their titles, addresses, telephone numbers, and email addresses.

iii. Details:

1. Project approach: This section should demonstrate an understanding of the scope of services. The proposer will indicate their typical approach to a project, performance and quality control and quality control of project deliverables.

Relative to the scope of services, as shown herein, describe the specific ability of the firm. Include any innovative approaches to providing the services; briefly describe your quality assurance/quality control program. Describe how the firm ensures constructability and design performance of projects. Describe how your firm interacts with the regulatory agencies.

2. Describe the firm's current and future projected workload. Describe specifically the firm's daily ability to handle each aspect of the scope of services described herein.

3. Describe the Consultant, including key officers, years in business, etc.

4. Describe the specific key individuals, along with their similar experience as it relates to this College contract. Indicate the percentage of each of these individual's time that will be devoted to the contract.

5. Provide a list of all charter technical career centers, postsecondary education entities, and government entities where the firm has provided similar services during the past five years.

6. Provide a list of three references (with phone numbers) relating to recent relevant work.

7. Identify any sub-consultants and joint venturers who are to participate in providing services. This must include the respective tasks or disciplines they are to perform and evidence of their qualifications.

8. Give the location of the office from which the work is to be done and the number of professional staff employees at the office.
  9. State that the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
  10. Any supplemental materials which might enhance the College's understanding of the firm and its capabilities and experience.
  11. Complete Table 1, Table of Main Consultant and Sub-consultants showing Service/Discipline Responsibilities. Provide additional sheets as necessary.
- iv. Respondent's Certification Form; other College Forms, etc.:
- The attached College forms must be completed and provided with the submittal:
1. Sworn statement pursuant to Section 287.133(3)(a), Florida Statutes, on public entity crimes.
  2. Americans with Disabilities Act (ADA) disability nondiscrimination statement.
  3. Business Entity Affidavit (vendor/bidder, etc. disclosure).
  4. The attached, "Attachment A" (describing disciplines and specialties offered).
  5. Respondent's Certification.
  6. Certificates of Insurance
  7. Signed Addendum

### **C. EFFECT OF SUBMISSION OF PROPOSALS**

(1) Incurred Expenses:

The College is not responsible for any expenses which persons making submittals may incur in preparing and submitting their qualifications or in participating in the RFQ solicitation, selection and negotiation process.

(2) Acknowledgement:

By making a submittal, the respondent certifies that they have fully read and understand the solicitation and have full knowledge of the nature of services which may be required and of the requirements of the RFQ process and agree to abide by such process and College's decisions made therein.

(3) Request for Additional Information:

The respondent shall furnish such additional information as Lake Technical College may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The College reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to, a background investigation.

(4) Acceptance/Rejection/Modification:

The College reserves the right to negotiate modifications to submittals that it deems acceptable, reject any and all submittals, and to waive irregularities in a response or in the procedure.

(5) Addendum or Amendment to Request for Proposals:

If it becomes necessary to revise or amend any part of this Request for Proposals, the College will endeavor to make available the revision by written Addendum to all prospective respondents who received an original Request for Qualifications. Respondents must be diligent to check for any Addendum. Addendums must be signed and included as a part of the submittal.

(6) Economy of Preparation:

Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements. Submittals shall be limited to 50 pages.

(7) Proprietary Information:

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Proposals and the responses are in public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from respondents in response to this Request for Qualifications will become the property of Lake Technical College and will not be returned to the respondents. In the event of contract award, all documentation produced as part of the RFQ process, an Agreement, or any Task Order issued thereunder will become the exclusive property of the College, unless otherwise specified in the Agreement.

(8) Protest, appeals and disputes:

A contract may not be awarded to a respondent, unless prior to award, the proposed award is posted on the College website seven (7) working days prior to the scheduled award by the College's Board. Protest must be submitted in writing to the College, in care of its Executive Director, no later than five (5) working days prior to the scheduled award by the College's Board. Should the matter not be resolved to the satisfaction of the challenger, the appeal shall be heard by the College's board. In this connection, the Executive Director shall act as the College's representative in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Executive Director shall be null and void. All costs accruing from a Request for Proposal or award challenged shall be assumed by the challenger. The decision of the College's Board shall be final and conclusive. The Board's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Lake County in accordance with laws of the State of Florida.

**D. CONDITIONS OF SUBMITTALS:**

- (1) Late Submittals- Submittals received by the College after the time specified for receipt will not be considered. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of submittals.
- (2) Completeness- All information required by the Request for Proposals must be supplied to constitute a regular submittal.
- (3) Public Closing- The names of respondents will be publicly read into the record on the 22 day of April, 2024, at 2:00 p.m., in the Lake Technical College Board Room.
- (4) Award Presentation- The College's Executive Director will present to the College's Board for approval the Agreements negotiated by the Ranking Committee with the highest ranked proposer(s), within one hundred twenty (120) calendar days from the date of opening of submittals.

### **III. EVALUATION COMMITTEE AND PROCEDURE FOR REVIEW OF SUBMITTALS**

- (1) A committee (the "Ranking Committee") has been established to review and evaluate all qualifications submitted in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all submittals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee pursuant to Section 287.055, Florida Statutes. The factors to be considered by the College in making this preliminary finding of qualifications of the respondents are the capabilities, adequacy of personnel, past record, and experience of the firm or individual. Responsive and qualified responses shall be certified as such. Failure to comply with any mandatory requirements of this RFQ will disqualify a submittal.
- (2) The College reserves the right to reject any and all submittals and to waive irregularities. The College reserves the right to seek new submittals when such a procedure is reasonably in the best interest of the College to do so.
- (3) The selection process will be conducted in two (2) phases: (1) Competitive selection – ranking of most qualified; (2) Competitive negotiations – negotiation of Contract with top ranked firms; as provided by Section 287.055, Florida Statutes.
  - (a) **Phase I – Competitive Selection-Ranking.** The evaluation factors used by the Ranking Committee for determining qualifications for ranking, include:
    - (1) Knowledge of processes and procedures for projects involving educational facilities including those financed through Florida workforce development funding, school capital outlay programs, and other similar grant programs; 20 points
    - (2) Experience with Projects Funded through multiple funding streams including interlocal cooperative projects; 25 points
    - (3) Experience providing professional services to projects owned, managed or affiliated with a charter technical career center; 25
    - (4) Experience with design of traditional academic / workforce learning spaces that blend academic and work-based practical skills] 15 points
    - (5) Management and Staffing; 15 points

The Ranking Committee may require public presentations by firms regarding their qualifications, approach to the project or work, and ability to furnish the required services. The Ranking Committee shall develop and approve a ranking at a meeting held after reasonable notice and open to the public.

**Phase II –Competitive Negotiations.**

Following ranking of the most qualified firms within each of the applicable specialized architectural or engineering categories and disciplines, the College, through the Ranking Committee and may negotiate an Agreement with the most qualified firms for the applicable professional services in accordance with the procedures of Section 287.055(5), Florida Statutes, including the procedures authorizing negotiation with successively ranked firms if negotiation with highest ranked firms fail.

Each Agreement negotiated by the Ranking Committee shall be subject to final approval by the College’ Board of Directors

#### **IV. QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS:**

**A. CONE OF SILENCE:**

- a. **Definition:** “Cone of Silence,” as used herein, means a prohibition on any communication outside the procedures described in this RFQ regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or bid, between (1) a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, on the one hand and (2) the College’s Board members, College’s professional staff including, but not limited to, the Executive Director and his or her staff, any member of the College’s selection or evaluation committee on the other hand.
- b. **Restriction Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Executive Director or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the College Main Campus. The Executive Director shall issue a written notice thereof to the affected departments and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.
- c. **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the College’s Board meeting (whether regular, special or Committee of the Whole meeting) at which the Executive Director makes his or her written recommendation to the College’s Board. However, if the College’s Board refers the Executive Director’s recommendation back to the Executive Director or staff for further review, the Cone of Silence shall be re-imposed until such time as the Executive Director makes a subsequent written recommendation.
- d. **Exceptions to Applicability:** The provisions of this section shall not apply to:
  - (1) Oral communications at pre-bid conferences;
  - (2) Oral presentations before selection or evaluation committees;

- (3) Public presentations made to the College's Board members during any duly noticed public meeting;
- (4) Communications in writing at any time with any College employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or respondent shall file a copy of any written communication with the College. The College shall make copies available to any person upon request;
- (5) Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the College employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) Communications with the College Attorney and his or her staff;
- (7) Duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the Executive Director makes his or her written recommendation;
- (8) Any emergency procurement of goods or services pursuant to College policy;
- (9) Responses to the College's request for clarification or additional information;
- (10) Contract negotiations during any duly noticed public meeting;
- (11) Communications to enable College staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the College's professional staff including, but not limited to, the Executive Director and his or her staff are in writing or are made at a duly noticed public meeting.
- (12) Penalties: Violation of this section by a particular respondent, bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the College's Board or Executive Director. Any person who violates a provision of this section may be prohibited from serving on a College selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a College employee may subject said employee to disciplinary action.

Please contact the College Attorney for any questions concerning "Cone of Silence" compliance.

**B. ADDENDUM**

It will be the responsibility of the respondent to contact the Facility Manager's Office prior to filing a submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the submittal.

**C. INQUIRIES**

Direct inquiries to:

Jack Miller  
 Facilities Manager  
 Lake Technical College  
 2001 Kurt Street  
 Eustis, FL  
 Telephone: 352-589-2250 ext 1811  
 Email: Millerj3@lake.k12.fl.us

**CHECKLIST**

THE FOLLOWING ARE REQUIREMENTS OF THIS RFQ, AS INDICATED BELOW, USE OF THIS CHECKLIST MAY HELP ENSURE THAT YOUR SUBMISSION IS COMPLETE.

**Place a check mark in the “Done” column as you complete and enclose each item.**

Required	Done	Requirements
√		Licenses & Certifications
√		Proof of Insurance
√		Copies of proposal
√		References
√		Organizational Chart
√		Respondent’s Certification
√		Attachment A
√		PEC Form
√		ADA Statement
√		Business Entity Form

**This checklist is for your guidance only and does not necessarily constitute each and every requirement of this RFQ. Please read the entire RFQ thoroughly to ensure that your submission is complete.**

Addendum Received: # \_\_\_\_ # \_\_\_\_ # \_\_\_\_ # \_\_\_\_ # \_\_\_\_ # \_\_\_\_ # \_\_\_\_

**RFQ #2024-1 – PROFESSIONAL SERVICES**  
**RESPONDENTS CERTIFICATION**

I have carefully examined the Request for Proposal. I hereby propose to furnish the services specified in the Request for Proposal. I agree that my submittal will remain firm for a period of at least 120 days in order to allow the College adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee, or agent of Lake Technical College or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

---

CITY, STATE, ZIP CODE

(\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
TELEPHONE NUMBER FAX NUMBER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ who is  personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY SEAL

State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



## **ATTACHMENT "A"**

**The proposer should provide a sheet identifying the specific disciplines in which it is qualified. This sheet is intended to identify the disciplines among those described in Section 287.055, Florida Statutes, in which the consultant desires to provide services to Lake Technical College. Examples include, but are not limited to, the following:**

### Structural Engineering and Architecture

- o Building and roof design
- o Roofing evaluation/inspections
- o Structural evaluations/inspections

### MEP engineer and Instrumentation

- o System inspections and designs
- o Building and facility renovations
- o Programming and Instrumentation

### Utility Distribution, Collection and Treatment

- o Water system planning, design and permitting
- o Water and reclaimed water distribution system planning, design and permitting
- o Wastewater system planning, design and permitting
- o Collection and conveyance evaluations; gravity sewer, lift stations and force mains
- o Water treatment plant design and optimization
- o Wastewater treatment plant design and optimization
- o Hydraulic modeling and pumping evaluations
- o Development of Utility Standards and Codes

### Hydrogeological and Water Use Permitting

- o Water supply planning
- o Consumptive Use permitting and renewal

### Civil Engineering

- o Storm water management design
- o Storm water system assessment, improvement and repair
- o Site plan review
- o Roadway design
- o Traffic planning studies (i.e., PD&E studies) and Traffic data collection

### Surveying

- o Boundary surveys
- o Topographic survey
- o Tree survey
- o Legal descriptions

### GIS and Mapping

- o Assistance with GIS system
- o Development of GIS System
- o Development of various maps and figures

### Geotechnical and Environmental

- o Soils investigation/studies
- o Groundwater modeling
- o Environmental permitting
- o Wetland delineation

### Construction Engineering Inspection

- o Inspection
- o Administration

## NOTIFICATION TO PROPOSERS

All proposers will be notified of the status of selection.

**TABLE 1: TABLE ON CONSULTANT AND SUB-CONSULTANTS SHOWING SERVICES/DISCIPLINE RESPONSIBILITIES**

Indicate the names of the main consultant and sub-consultants below and put "X" mark in each box. Provide additional sheets as necessary.

**Sub Consultant No. 1** \_\_\_\_\_

**Sub Consultant No. 2** \_\_\_\_\_

**Sub Consultant No. 3** \_\_\_\_\_

**Sub Consultant No. 4** \_\_\_\_\_

<b>SERVICE/DISCIPLINE</b>	<b>MAIN CONSULTANT</b>	<b>SUB-CONSULTANT 1</b>	<b>SUB-CONSULTANT 2</b>
<b>CIVIL ENGINEER</b>			
<b>SURVEYING &amp; MAPPING</b>			
<b>UTILITY LOCATING SERVICES</b>			
<b>GRANTS REPORTING &amp; MANAGEMENT</b>			

## SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Lake Technical College, FLORIDA by: \_\_\_\_\_  
(print individual's name and title)  
for: \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is: \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)
2. **I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft bribery, collusion, racketeering, conspiracy, or material misrepresentations.**
3. **I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.**
4. **I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:**
  1. A predecessor or successor of a person of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of **the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime Florida during the preceding 36 months shall be considered an affiliate.**
5. **I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or **supplies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.****
6. Based on information and brief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any 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.
- 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.
- 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 (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
*Signature*

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ who is  personally known to me or  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 NOTARY SEAL  
 State of \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Commission Expires: \_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to Lake Technical College

by: \_\_\_\_\_

*(print individual's name and title)*

for: \_\_\_\_\_

*(print name of entity submitting sworn statement)*

Whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_ *(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

**I, BEING DULY FIRST SWORN STATE:**

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
*Signature*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ who is  personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY SEAL

State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**BUSINESS ENTITY AFFIDAVIT  
(VENDOR / BIDDER DISCLOSURE)**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with Lake Technical College ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
*Federal Employer Identification Number (If none, Social Security Number)*

\_\_\_\_\_  
*Name of Entity, Individual, Partners or Corporation*

\_\_\_\_\_  
*Doing Business As (If same as above, leave blank)*

\_\_\_\_\_  
Street Address                      Suite                      City                      State                      Zip Code

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

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\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ who is  personally known to me or  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY SEAL  
State of \_\_\_\_\_  
Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

[Seal]

**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
LAKE TECHNICAL COLLEGE  
AND  
XXX**

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This **CONTINUING CONTRACT** for Professional Services (the “Agreement”) is made effective as of the \_\_\_ day of \_\_\_\_\_, 2024 by and between Lake Technical College, a Florida not for profit corporation operating a charter technical career center with its principal administrative office at 2001 Kurt Street, Eustis, Florida 32726 (the “College”), and \_\_\_\_\_, a \_\_\_\_\_ Corporation with an office at \_\_\_\_\_ (the “Consultant”),

**WHEREAS**, from time to time the College engages consultants to provide professional architectural, engineering, landscape architectural, or surveying and mapping services for its purposes (“Services”); and

**WHEREAS**, the College, pursuant to the authorization accorded to a Florida not for profit corporation at Chapter 617, Florida Statutes, and additional authorization set forth at Sec. 287.055(4)(d) subject to the limitations of Sec. 287.055(2)(g), Florida Statutes, may enter into continuing contracts with firms to provide Services to the College on a continuing basis; and

**WHEREAS**, the Consultant employs professionally licensed and qualified staff and is ready and willing to provide certain Services to the College; and

**WHEREAS**, the College has undertaken a process in accordance with Florida’s Consultant’s Competitive Negotiation Act (“CCNA”) to qualify and rank firms to negotiate up to four continuing contracts, beginning with the top ranked firm, and the Consultant was among the top ranked firms selected by the College for a continuing contract; and

**WHEREAS**, the College and Consultant have negotiated and mutually desire to enter into a continuing contract for certain Services in accordance with the terms and conditions set forth herein; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Consultant is willing to provide certain Services to the College in accordance with one or more task orders to be issued under this Agreement from time to time. The Consultant is specifically qualified and licensed to act as a **Professional Engineer** for the College.

2. Engagement. The College may, from time to time, issue a Task Order under this Agreement for specific Services which the Consultant is qualified to perform (a “Task Order”). Each Task Order shall be effective only upon the written approval of the College and the Consultant. The Consultant intends in good faith to accept task orders within its competence and capacity but may decline to approve a Task Order in its reasonable discretion. The compensation to Consultant for work under a Task Order shall be in accordance with the Rate Schedule attached hereto as Exhibit “A”.

3. Term and Termination. This Agreement shall have a term of five years from the date first above written. This Agreement may be renewed for two additional two-year periods upon agreement of the parties. This Agreement may be terminated by either party



upon not less than thirty (30) days written notice. Any incomplete Task Order shall survive the expiration or termination of this Agreement and remain subject to the terms hereof.

4. Payment.

a. Consultant shall submit invoices for completed work, identified to a particular Task Order, monthly or on such other schedule as is established in the Task Order. Invoices shall show the actual hours worked, person performing services, services performed and/or deliverable provided, hourly rate, and dates(s) of service. Invoices for lump sum type work shall be accompanied by a status report briefly describing the activities and the services performed. The payment request amount shall be related to the percentage of services completed. Invoices requesting reimbursement of expenses as provided hereinafter shall include written documentation of the expenses.

b. The Consultant shall be compensated for Services provided under a task order in accordance with the Local Government Prompt Payment Act, as the same may be amended from time to time. As of the commencement of this Agreement, the Act requires payment within 45 days receipt of a proper invoice or completion of the services and provides for interest at the rate of one percent (1%) per month, compounded monthly, on the unpaid invoice from 30 days after the due date.

c. Invoices received from Consultant pursuant to this Agreement shall be subject to the prior approval of the College to confirm that the services were rendered in conformity with this Agreement.

d. Consultant shall be entitled to reimbursement for reasonable direct expenses it incurs in the interest of Services, but only where the College has approved such expenses in advance in a Task Order. The College shall pay all permit application fees for projects undertaken pursuant to this Agreement.

5. Representations and Covenants of Consultant.

a. Consultant has represented to the College that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances. Consultant shall, at no additional cost to the College, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirements of this Agreement. The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

b. The Consultant represents that by its execution of this Agreement it has not violated the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that neither the Consultant nor any of its parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, or sub-consultants have been, or are presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted Consultant list.

c. Consultant hereby represents to the College that where the Engineering Services include the development of Construction Drawings, Technical

Specifications and Supplemental Conditions, to the best of Consultant's knowledge, information and belief: (i) is and shall be designed in accordance with generally accepted architectural and Engineering standards, as applicable, and generally accepted industry standards; and (ii) is constructible. Without waiver of College's other rights and remedies, the Consultant warrants that the College may require Consultant to perform again, at Consultant's sole cost and expense, any design services which were not performed in accordance with the standards set forth in this Agreement. Consultant hereby waives any claims which it may have or assert against the College with respect to this section, except and unless any failure of Consultant to perform, in whole or in part, is due to the action or inaction of the College. Without limiting any other remedy available to the College, the Consultant shall furnish at its own expense any redesign or revisions to the Construction Documents, Technical Specifications and Supplemental Conditions necessary to correct any negligent or material errors, omissions, failures or deficiencies in such documents, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The College's review or approval of, or payment for, any Services or deliverables under this Agreement and resulting work authorizations shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement. This section shall survive the expiration or termination of this Agreement.

d. The Consultant certifies to the best of its knowledge and belief that no federal or state grant funds or other resources received in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by a member of Congress, a member of the Florida Legislature or any state agency.

e. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional Consultant, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional Consultant, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement

f. Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited on College premises. Consultant is and shall remain be a drug-free workplace within the meaning of sec. 287.087, Florida Statutes.

g. The Consultant certifies that it has not filed for bankruptcy in the past five (5) years and is financially able to provide Engineering Services under this Agreement. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedules to be established by any work requests.

h. The Consultant warrants and represents that all of its employees and applicants for employment are treated equally without regard to race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability,

familial status, marital status or sexual orientation, and that in providing services, the Consultant does not discriminate with regard to any of the aforementioned factors.

6. Compliance with Laws. In the conduct of Professional Services under this Agreement, the Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable local ordinances and regulations.

7. No Exclusive Agreement. Nothing in this Agreement shall be construed to require the College to use Consultant as its exclusive provider of any Services. The College has the right to select, or not select, Consultant for particular tasks. Nothing herein shall limit the College's right to obtain engineering proposals from other engineering firms in accordance with the CCNA.

8. Work for Hire; Ownership of Information. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the Consultant (or by its sub-consultants and specialty consultants) in rendering services hereunder shall be treated as works for hire and shall be the sole property of the College, which may have access to the reproducible copies at no additional cost other than printing; provided, that the Consultant shall not be liable or legally responsible to anyone for the College's use of any such materials other than for the projects on which the Consultant has been engaged.

9. Primary Contact; Notices.

a. The primary contact person for the Consultant shall be \_\_\_\_\_ . The primary contact person for the College shall be the Executive Director.

b. Any notice to be given under this agreement shall be hand delivered, sent by U.S. Mail, return receipt requested, or delivered by commercial overnight courier to the address set forth in the preamble to this Agreement, to the attention of the primary contact person identified in this section.

10. Insurance. Consultant shall maintain, on a primary basis and at its sole expense, at all times while performing work for the College, the insurance described herein. All insurance companies must have financial rating of A- or higher by A.M. Best Company, Inc., and have commercially reasonable deductibles acceptable to the College.

a. Consultant shall maintain Commercial General Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence and a \$2,000,000 annual aggregate.

b. Consultant shall maintain Business Automobile Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles.

c. Worker's Compensation Insurance shall be maintained in accordance with Florida Statutes Chapter 440.

d. Consultant shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than \$1,000,000 per claim/loss and \$2,000,000 annual aggregate.

The Consultant shall endorse the College as an “Additional Insured” on all policies required under this Agreement. Consultant shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

11. Indemnification. The Consultant agrees to indemnify and hold harmless the College, its elected and appointed officials, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and any other persons employed or utilized by the Consultant in provision of Services under this Agreement. To the extent considered necessary by the College, any sums due to the Consultant under this Agreement may be retained by the College until all of College’s claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by the College. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the College for its own negligence, or intentional acts of the College, their agents or employees. This clause shall survive the expiration or termination of this Agreement.

12. Independent Contractor. Consultant shall be an independent contractor and neither Consultant nor anyone employed by Consultant shall be deemed for any purpose to be the employee, agent, servant or representative of the College in the performance or work under this Agreement. Consultant’s staff shall not be subject to the College’s personnel policies or eligible to receive any College employee benefits. The College will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance for the Consultant or its employees.

13. Public Records (§ 119.0701, F.S.). In accordance with the provisions of Section 119.0701(2), Florida Statutes:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE'S CUSTODIAN OF PUBLIC RECORDS LANA PAYNE AT, 2001 KURT STREET, EUSTIS, FL 32726; HER EMAIL IS PAYNEL@LAKE.K12.FL.US. HER PHONE NUMBER IS 352.589.2250, EXT. 1815.

The Consultant must comply with public records laws, specifically to:

- a. Keep and maintain public records required by the College to perform the service.
- b. Upon request from the College’s custodian of public records, 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. Ensure that the 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 term of the Agreement and following completion of the Agreement if the Consultant does not transfer the records to the College.

d. Upon completion of the Agreement, transfer, at no cost to the College, all public records in possession of the Consultant or keep and maintain public records required by the College to perform the service. If the Consultant transfers all public records to the College upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College custodian of public records, in a format that is compatible with the information technology systems of the College.

14. Audit. The College shall be entitled to audit the books and records of Consultant or any subcontractor to the extent that such books and records relate to the performance of the Agreement(s) or any subcontract to the Agreement(s). Such books and records shall be maintained by Consultant for a period of three (3) years from the date of final payment under the Agreement(s) and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing. The rights and obligations of this paragraph are not intended to limit any other provisions of this Agreement or law relating to retention of public records.

15. Public Entity Crimes Bill (§ 287.133, F.S.). Section 287.133, Florida Statutes, provides that 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 contract, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. E-VERIFY (§ 448.095, F.S.). Prior to the employment of any person performing services to the College, Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all employees within the State of Florida that are hired by Consultant after the execution of this Agreement who are providing labor to the College; and (b) all employees within the State of Florida of any of the Consultant subcontractors that are hired by those subcontractors after the execution of this agreement who are providing labor to the College.

17. No Sovereign Immunity Waiver (§ 768.28, F.S.); Applicable Law. Nothing contained in the contract or contracts between the College and the Consultant, or in any instruments executed pursuant to the terms of such contract or contracts, shall be construed or interpreted as a waiver by the College of any right, privilege or immunity, whether in contract or tort, that the College may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Florida law shall be applied to the interpretation and enforcement of contracts between the College and the Consultant. Nothing in the contract

between the College and the Consultant shall require the College to indemnify the Consultant for the Consultant's negligence.

18. General Terms.

a. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with agreement performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

b. Severability. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

c. Assignment. This Agreement may not be assigned.

d. Governing Law/ Jurisdiction/ Attorney's Fees. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with the laws of the State of Florida without regard to conflicts of law provisions. The College and the Consultant agree that proper venue for any suit concerning this Agreement shall be Lake County, Florida. The Consultant agrees to waive all defenses to any suit filed in Florida based upon Improper venue or forum nonconveniens. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

e. Entire Agreement. The terms and conditions set forth in RFQ #2024-01 are incorporated herein by reference. Except as otherwise stated, this Agreement, including any schedules, attachments, and exhibits hereto, constitutes the entire Agreement between the College and Consultant with respect to the services specified, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

f. Waiver. Waiver by either party of any terms, conditions, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement to be effective as of the day and year first above written.

**ATTEST:**

**LAKE TECHNICAL COLLEGE**

\_\_\_\_\_

\_\_\_\_\_, Chair

**CONSULTANT**

\_\_\_\_\_

\_\_\_\_\_ as its \_\_\_\_\_

**EXHIBIT "A"**  
**RATE SCHEDULE**



**TASK ORDER XX XX**

This Task Order, made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between \_\_\_\_\_ “COLLEGE” and \_\_\_\_\_ “Consultant”, with the Project Name of \_\_\_\_\_. The terms of this Task Order are as follows:

1. **Original Contract.** This Task Order is being issued to the Consultant pursuant to the terms of the Continuing Contract dated \_\_\_\_\_ by and between COLLEGE and Consultant. The Original Contract is a “continuing contract” within the meaning of the Consultant’s Competitive Negotiation Act, sec. 287.055, Florida Statutes and was procured in accordance with that Act. This task order is for a project under a “continuing contract” in which the estimated construction cost does not exceed the thresholds set forth in that section.. This proposal is not binding until the authorization to proceed has been executed by the College. Upon such execution, the Consultant and College shall be bound, and the work described in this proposal shall become part of, and be incorporated into, the Contract.

2. **Scope of Work.** Consultant shall perform services as set forth in the Exhibit A - Scope of Work attached hereto, which generally includes, detailed descriptions of services, task breakdowns, deliverables, schedules, and milestones.

3. **Fee.** Consultant will be compensated in accordance with the Exhibit B – Fee Breakdown attached hereto. Unit prices, hourly rates, and other variable prices set out in the Original Contract shall apply to this project, unless lower prices or rates are set forth. In no event shall the Consultant be paid more than this amount unless the Consultant is authorized to exceed this limit in advance and in writing signed by the COLLEGE Project Manager or designee. The project shall be (lump sum, T&M not to exceed, or guaranteed maximum price) basis, with a total fee not to exceed \$\_\_\_\_\_.

4. **Completion Duration.** This Task Order shall be completed no later than \_\_\_\_\_ calendar days from the date of execution of task order or a start date established by College.

5. **Prior Agreement.** his Task Order is incorporated into the Original Contract. The terms, conditions and provisions of the Original Contract apply to the project described herein. Original Contract shall remain unaffected and all of its terms, conditions and provisions shall prevail over any conflicting terms, conditions or provisions in exhibits attached hereto, and the Original Contract shall remain in full force and effect.

6. **Authorization to Proceed.** This proposal is hereby accepted by the College, and the College’s authorized signature below shall stand as authorization to proceed.

ISSUED BY:

ACCEPTED BY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_