



REQUEST FOR QUALIFICATIONS
RFQu 25-013
DESIGN SERVICES
STUDENT ACHIEVEMENT CENTER

Issue Date: SEPTEMBER 13, 2024

Due Date: NOVEMBER 5, 2024

Responses must be delivered to the following address:

Florida Polytechnic University

Wellness Center

Office of Procurement

4550 Research Way

Lakeland, FL 33805

Table of Contents

1.0	Overview	4
1.1	Definitions	4
1.2	University Environment and Background	5
1.3	Objective	5
1.4	Scope of Work and Deliverables	6
1.5	Schedule of Events	7
1.6	Term of the Agreement	8
1.7	Minimum Requirements for Respondents	8
2.0	Response Instructions	10
2.1	Response - General Information	10
2.2	Response- Required Tab Contents	10
2.2.1	Tab A: Essential Documents	10
2.2.2	Tab B: Qualifications	11
2.2.3	Tab C: Design Team	12
2.2.4	Tab D: Personnel/Experience of Design Team	12
2.2.5	Tab E: Approach to Design, Budget and Development of the Project	13
2.2.6	Tab F: Project Methodology, Construction, Quality Control, and Safety Program	13
2.2.7	Tab G: Sustainable and Energy Initiatives	13
2.2.8	Tab H: US Green Building Council	13
2.2.9	Tab I: References	14
2.2.10	Tab J: Trade Secret	14
2.3	Submission Instructions	14
3.0	Process	16
3.1	Authorized University Representative	16
3.2	Respondent Communications and Questions/ Inquiries	16
3.3	Restricted Respondent Communications	16
3.4	Addenda	17
3.5	Opening of Responses	17
3.6	Responsive Determination	17
3.7	University Rejection of Response	17
3.8	Withdrawal of Response	17

3.9 Protest	18
4.0 Selection Process.....	19
4.1 Evaluation Criteria	19
4.2 Evaluation Process and Evaluation Committee	19
4.3 Determining Preferences	20
4.4 Negotiation Team – Stage Two	20
4.5 Contract Award – Stage Two	20
4.6 Commencement of Work.....	21
5.0 Terms and Conditions -Competitive Solicitation Process.....	22
6.0 Additional Requirements.....	26
Minimum Insurance Coverage and Requirements.....	26
7.0 SUPPLEMENTAL -ATTACHMENTS, APPENDICES, AND EXHIBITS.....	29
Attachment A- RFQu Certification Form (Affidavit).....	30
Attachment B- Design Contract.....	33
Attachment C- Special Terms and Conditions	34
Attachment D- General Terms and Conditions	35
Attachment E- Requested Deviation or Exemption Form.....	45
Attachment F- Trade Secret Affidavit.....	46
Attachment G- E-Verify Certification.....	48
Attachment H- Human Trafficking Affidavit.....	49
Exhibit 1- References and Experience.....	50
Exhibit 2- Team	52

1.0 Overview

1.1 Definitions

Addenda/Addendum – Written or graphic instruments issued prior to the date for opening of responses, which modify or interpret the response documents by additions, deletions, corrections or clarifications.

Authorized University Representative - University Procurement Department representative, or his/her designee, assigned to handle all Respondent/Vendor communications related to this competitive solicitation.

Contract Documents - This solicitation, the Design Agreement, Design Criteria Package, the Plans and Specifications and all exhibits and including contract general terms and conditions, special terms and conditions and all other documents related thereto or contemplated thereby, as well as all Addenda and Amendments related to each with respect to the Project and all changes to said documents issued by the University.

Design/ Agreement - Official agreement, including contract general terms and conditions, special terms and conditions and all other documents related thereto and contract award resulting from the Successful Respondent's response to this solicitation.

Design Criteria Package - Shall mean the design/ specifications and criteria for the Project prepared by the University's hired professional engineer as required by state statute 287.055.

Request for Qualifications – Pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQu and meet the qualification criteria will be included in the subsequent Request for Responses (RFQu) solicitation process

Respondent– Anyone who submits a response in response to this solicitation or their duly authorized representative.

Response or Response - An executed offer submitted by a Respondent in response to a solicitation and intended to be used as a basis for negotiations for a contract.

Solicitation – Competitive procurement process such as, RFP , RFQu, ITN, ITB, governed by BOG Regulations.

Successful Respondent - The firm or individual who is the recommended recipient of the award of a contract under this solicitation and/or the individual or firm receiving the contract award.

University – Florida Polytechnic University, Florida Polytechnic University Board of Trustees is a public body corporate of the State of Florida.

1.2 University Environment and Background

Florida Polytechnic University is a public research institution with a mission to educate students emphasizing science, technology, engineering, and math (STEM) in an innovative, technology- rich, and interdisciplinary learning environment. The University collaborates with industry partners to offer students real-world problem-solving, work experience, applied research, and business leadership opportunities. Florida Poly is institutionally accredited, with several Accreditation Board for Engineering and Technology, Inc. (ABET)-accredited programs, and is ranked by U.S. News & World Report as the #1 public college in the south and the #26 engineering college (without a Ph.D.) in the nation.

The University is 100% STEM. Its current undergraduate degree offerings include Bachelor of Science programs in:

Applied Mathematics	Data Science
Business Analytics	Electrical Engineering
Computer Engineering	Engineering Physics
Computer Science	Environmental Engineering
Cybersecurity Engineering	Mechanical Engineering

The University currently has Master of Science programs in computer science (Computer Science and Data Science) and in engineering (Computer Engineering, Electrical Engineering, Mechanical Engineering, and Robotics). The University anticipates adding additional programs, including doctoral programs during the life of the Facility.

The University's website, <http://www.floridapoly.edu> provides additional information, which may be useful to the Respondent.

1.3 Objective

The Florida Polytechnic University Board of Trustees (the "University") is requesting responses from qualified Principal/Lead Architectural Professional Design Firms to develop an on-Student Achievement Center at its Lakeland, FL campus. The University desires to contract with a qualified Design Firm to design the project. The University intends to award the Design Agreement to a qualified entity that the University determines to be in the best interest of and most advantageous to the University.

Through this solicitation process, the University is seeking to identify a Firm with appropriate qualifications, experience, financial capacity and a proven track record of executing similar projects. Following receipt of initial responses on qualifications, the University will establish a shortlist of Firms to continue in the RFQu process and further develop the framework for a design partnership with the University. A response to this Request for Qualifications is a prerequisite to have an opportunity to be selected as a shortlisted firm.

Joint Ventures

FLORIDA POLY is seeking one (1) Principal/Lead Architectural Professional Design Firm resulting in One (1) contract; therefore, firms applying as a joint venture will be disqualified. Notwithstanding the foregoing, the principal/lead firm shall be expected to assemble an Architectural and Engineering team with expertise in programming and designing state-of-the-art, mixed-use, student centric higher education support facility. The consultant agreement will be between the principal/lead firm and FLORIDA POLY.

Note: The consultant agreement will be between the Principal/Lead Architectural Professional Design Firm) and FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES.

1.4 Scope of Work and Deliverables

The University is interested in partnering with a qualified firm to develop the Student Achievement Center at its main campus located in Lakeland, FL.

Florida Poly continues to grow therefore, the need for space to support the new and growing Student Body continues. The Student Achievement Center is proposed to be comprised of approximately 138,000 gross square feet (gsf), and will be located East of the Barnett Applied Research Center and adjacent to the iconic Innovation, Science and Technology Building (IST)(refer to S5, on Figure 1.3 on the Campus Master Plan; <https://floridapoly.edu/facilities-safety-services/assets/campus-master-plan.pdf>).

The proposed program consists largely of Auditorium/Exhibition space, Offices, Student Support and Study spaces, and Auxiliary spaces. A breakdown of those space types, in relation to the overall building, and as described in the Capital Improvement Plan, is shown below:

- o Auditorium / Exhibition – comprising approx. 4.0 percent of the building
- o Office – comprising 24.0 percent of the building
- o Study and Student Support – comprising 12.0 percent of the building
- o Instructional Media – comprising 4.0 percent of the building
- o Campus Support Services – comprising 4.0 percent of the building
- o Auxiliary and non-E&G Space – comprising 52.0 percent of the building

It is recommended that interested firms visit this website frequently for any additional information relative to this request for qualifications solicitation (RFQ).

Stage One:

Request for Qualifications (RFQu): Qualifications Based Stage – The Stage One process will assist in identifying interested parties that have the qualifications, experience, and financial capacity necessary to assume the responsibilities required. All responses submitted in response to Stage One will be evaluated based on the criteria identified. Following a review of Stage One responses, Florida Polytechnic University will establish a shortlist of the Firms. FLORIDA POLY will select approximately three (3) – six (6) of the most qualified Respondents to participate in the Stage TWO presentation process. **A response to Stage One is a prerequisite to have an opportunity to present a plan to University Officials.**

Stage Two:

Presentations and Request for Additional Information.

No contract or agreement will be entered into directly as a result of Stage One. However, it is important to note that the University recognizes the time, effort, and expense in firms responding to Stage One and therefore, makes a Response to Stage One a requirement and prerequisite for further participation.

The Design Agreement will be between the Successful Respondent and FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES.

1.5 Schedule of Events

The anticipated schedule and deadlines for this solicitation are projected as follows:

1.5.1 Table: Schedule - Dates are subject to change

Activity – STAGE ONE	Date	Time (Eastern Time)
Issue RFQu	September 13, 2024	N/A
Mandatory Pre – Response meeting	September 25, 2024	2:00 PM (ET)
Deadline for written questions	October 2, 2024	4:00 PM (ET)
University response to written questions	October 9, 2024	---
Submittal Due Date	November 5, 2024	2:00 PM (ET)
Shortlisted Firms Selected/ Posted	November 15, 2024	---

Activity – STAGE TWO – PROJECTED DATES	Date	Time (Eastern Time)
Presentations/Interviews	Week of December 16, 2024	---
Notice of Intent to Award Posted	December 20, 2024	---
Negotiations	Week of January 6, 2024	---
Estimated completion of Contract/BOT submission	January 22, 2024	---

The University may post notice of changes to any of the above dates and will provide advance notice of any pre-response meetings by posting the information on the University Procurement Department’s website, available here: <https://floridapoly.edu/procurement/solicitations/index.php>

Respondent is solely responsible for checking the website periodically for changes that have been made to the solicitation and/or the schedule or whether any meetings for informational purposes are scheduled.

The University has the sole discretion to schedule any meetings and the extent, if any, that those attending may participate in such meetings.

1.5.2 Mandatory Pre-Response Meeting

Consultants are required to attend a mandatory pre-submittal meeting in order to participate in this solicitation. The mandatory pre-response meeting will be held on September 25, 2024 2:00 PM Eastern Time in the Aula Magna of the Innovation, Science & Technology Building (IST 1000-1001) on the Florida Polytechnic University - JD Alexander Campus in Lakeland, FL. Submittals will be rejected from any firm not directly represented at the mandatory meeting by an employee or agent of the lead Design/ firm.

1.6 Term of the Agreement

The term of the agreement resulting from this solicitation and the Successful Respondent’s Response shall be determined at time of award.

1.7 Minimum Requirements for Respondents

Respondents must satisfy the following minimum requirements in order to have their Responses evaluated. By submitting a Response, this warrants and represents that it satisfies the following requirements:

- a) Respondent is pre-qualified to do business with the State of Florida pursuant to the requirements and procedures set forth in this solicitation.
- b) Respondent has relevant design experience; and a strong working knowledge of all applicable regulations

c) Respondent shall also ensure all staff, employees, subcontractors, partners etc. have relevant design experience.

All Architect-Engineer (“A-E”) Services required in this RFQU shall be performed by licensed Architects and Engineers registered in the State of Florida.

2.0 Response Instructions

2.1 Response - General Information

1. **Official Name.** Responses must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the Response.
2. **Respondent Reputation and Experience.** Respondents must be of known reputation and have sufficient experience and qualified personnel to adequately perform the prescribed services.
3. **Response Preparation and Cost.** Each Respondent must organize its Response in accordance with the following Response- Required Tab Contents and Submission Instructions sections and must number and label all parts, pages, figures, and tables in its Response. Respondent should prepare its Response simply and economically, providing a straightforward, concise description of the Respondent's capability to satisfy the conditions and requirements of this competitive solicitation. (Fancy bindings, colored displays, and promotional material are not required). Respondent's emphasis should be on completeness and clarity of content. The entire RFQu response is limited to forty (40) double-sided sheets or eighty (80) pages, plus dividers. No pertinent data may be included on the dividers, and it will not be considered. The original and all copies must be bound in a manner that will ensure all pages are securely contained. Original and all copies must be submitted with the appropriate tab identification. Responses are to be submitted in a sealed envelope/package. University is not liable for any costs incurred by Respondents in responding to this solicitation including, without limitation, costs for any oral presentations requested by the University.
4. **Terms and Conditions.** By submitting a response, the Respondent agrees to be governed by the terms and conditions as set forth in this RFQu , to include all attachments and exhibits. Any Response containing variations from such terms and conditions may, at the sole discretion of the University, render such Response as nonresponsive.

2.2 Response- Required Tab Contents

2.2.1 Tab A: Essential Documents

Responses must include the following items in Tab A:

1. Completed **Certification Form** (Affidavit) (Attachment A).
2. Signed Human Trafficking Affidavit (Attachment H).
3. Transmittal Letter- The Transmittal Letter accompanying the RFQu must be in the form of a standard business letter and be signed by an individual authorized to legally bind the Respondent. The transmittal letter must include:
 - a. A statement referencing all Addenda to this RFQu issued by the University and received by the Respondent. If no Addenda have been received, a statement to that effect should be included.



- b. A statement that the Respondent's Response shall remain valid for a minimum of six (6) months after the due date.
- c. A statement that the Respondent will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- d. A statement that summarizes any requested deviations or exceptions to the solicitation requirements, including any Contract Terms and Conditions (**Attachment B, C, D**). Include a detailed justification for the deviation(s) or exception(s) as well as any proposed replacement language. For any suggested deviations and /or exceptions to any of the Contract Terms and Conditions (**Attachment B, C, D**) please complete (**Attachment G**).

Please Note: The University reserves the right to accept or reject any proposed changes or replacement contract language. The University may also lower Respondent's evaluation rating based on the number and severity of exceptions taken. Although some minor revisions and clarifications may be accepted, the University intends that the Successful Respondent will be required to execute the University's contract as written and attached. Respondents are warned against saving their objections to the various provisions until negotiations, as this may be cause for eliminating Respondent's response from further consideration. Any and all objections must be identified in Respondent's written response.

- e. A statement that discloses whether or not Respondent and/or any Team members have declared bankruptcy.
4. Proof of **licenses**, if required.
 5. Letter or certificate from Respondent's insurer that shows that Respondent meets the **insurance requirements** of this solicitation.
 6. Corporate **Governance Documents**, including Respondent's **W9 form** and a **Certificate of Good Standing** from Respondent's State of Incorporation, if other than Florida.
 7. A copy of all signed **Addenda**, if applicable.
 8. Completed and signed **E-Verify Certification (Attachment G)**.
 9. A copy of the respondent's current Professional Registration Certificate from the appropriate governing board. A respondent must be properly registered at the time of submittal to practice its profession in the State of Florida. Professional registration by a consultant to the respondent will not be accepted in lieu of professional registration by the respondent. If not registered already, please visit the following link to register: [Welcome to DBPR Online Services \(login.login\) \(myfloridalicense.com\)](http://Welcome to DBPR Online Services (login.login) (myfloridalicense.com))
 10. If the firm is a corporation, it must provide proof that is properly chartered with the Florida Department of State. A current Corporate Certificate of Status from the Florida Department of State is the preferred form of documentation.
 11. Proof of ability to provide Professional Liability Insurance coverage in the amount of \$2,000,000 aggregate. Such proof may take the form of a draft 'ACORD' certificate or a letter of intent from the respective carrier or agent (see Attachment D).

2.2.2 Tab B: Description of Principal/ Lead Firm

1. Provide basic information including the name of the firm; street, mailing and e-mail addresses; telephone and fax numbers; and a primary contact relative to this submittal.

2. Provide the number of years the firm has been in business, form of ownership and the state of residency or incorporation.
3. If the firm has multiple offices, primarily include information about the office that will provide the project services.
4. Provide the firm's organization chart. Describe the history and growth of your firm as succinctly as possible; including the firm's current position in the consulting market, total billings past three calendar years, and detail the firm's core values and vision.
5. Define the recent, past, current and projected workloads of the firm.
6. Explain why your firm is interested in this project.
7. Complete qualifications forms (see Exhibit 1 and Exhibit 2). The required qualifications forms may be downloaded from: <https://floridapoly.edu/procurement/solicitations/index.php>

2.2.3 Tab C: Experience/Technical Expertise of Principal/Lead Firm

Describe the firm's specialization, expertise and reputation designing higher education facilities. The principal/lead firm is strongly encouraged to include other firms as may be needed acting in secondary roles to provide specialized expertise in specific space types proposed for the SAC. Note: The consultant agreement will be between the principal/lead firm and FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES only.

Provide description of experience for three previously successful projects of similar type and size with representations of design work and completed projects. Include design team partnerships as applicable. Provide experience and process with focus and programming meetings with users and how those experiences resulted in successfully designed projects.

2.2.4 Tab D: Personnel of Principal Lead Firm

- List by name and role the Design Team key staff and major discipline heads for the proposed team. For all individuals listed, note whether or not they are registered, the disciplines of registration/training, and the city of residence.
- Enclose resumes' for all key staff and discipline heads tailored to demonstrate their experience as it relates to this project.
- Provide an organization chart or diagram if necessary to clearly explain lines of authority, duties and responsibilities, indicating continuity through design, pre-construction, construction, and post-occupancy (design team, pre-construction team, budget development and cost estimating team, schedule development, construction team, post-occupancy team, etc.). Identify other non-essential positions planned for the project that are not yet filled or named.
- The team proposed in this document must be available to provide the services for the project, and throughout the project. If the Respondent discovers prior to the interview that any part of the listed team (either individual key staff or consultants) will not be available, it shall notify the University's point of contact immediately. The evaluation committee will determine whether the change in the team would have affected the Respondent's shortlist score. If the change would lower the score, the Respondent may be removed from the shortlist. Once awarded the contract, the Respondent will not be permitted to alter its team without the Owner's written approval.

2.2.5 Tab E: Architectural and Engineering Associated Team Firm(s) (as applicable)

1. Each respondent shall include in the response the name(s) and addresses of any architectural and engineering associated team firm(s) and indicate who will perform work and provide references of key personnel assigned.
2. The respondent shall have determined to his/her own complete satisfaction that a listed associated team firm has been successfully engaged in this particular type of business for a reasonable length of time, has previously successfully performed their specialty as required by these solicitation documents, is qualified both technically and financially to perform that pertinent subcontract for which he/she is listed, and can successfully manage the volume of work.
3. Respondent is responsible for reading solicitation document requirements as to the ability and license for approval of subcontractors.
4. Architectural and engineering associated team firm(s) shall be listed in such a way that their identities may not be confused with other entities doing business under the same or similar name. The street address, telephone number, or the registration or certification number is to be provided.
5. Consultants should be included but will not be agreed upon during the programming phase, rather once the program is finalized. List potential consultants in the RFQu response.

2.2.6 Tab F: RFQu Forms

Completed Request for Qualifications Supplements (see Attachments E-1, E-2). The required RFQu Forms may be downloaded from: [Current Solicitations \(floridapoly.edu\)](http://floridapoly.edu)

2.2.7 Tab G: Approach to development of the project, budget and anticipated schedule

1. Describe team's understanding of project, intent, goals and objectives.
2. The design team must demonstrate the ability to successfully plan a new multi-use, student centric building. The new building/building spaces must result in enriched/complementary improvements to Florida Polytechnic's campus, both functionally and aesthetically to recruit and retain students and faculty. The design must remain within construction project budget constraints at each submittal phase.
3. Provide a description of the overall approach the firm proposes for development of the project along with an anticipated completion schedule utilizing the following design deliverables: Concept Design, Advanced Schematic Design, Design Development, 60% Construction Documents, 90% Construction Documents, and Construction Documents. Describe and document ability to provide responsive service and keep schedules.

2.2.8 Tab H: US Green Building Council – Leadership with Energy and Environmental Design (LEED)

1. Describe the experience of the proposed design team achieving a minimum of LEED Silver certification, including peer reviews during the design phase, aside from the Construction Manager's responsibilities.
2. Describe the experience of the proposed team with sustainable design and LEED certifications.
3. Enclose copies of proposed team's LEED accreditation(s).

2.2.9 Tab I: References

Provide at least five (5) references for whom you have provided the same or similar service within the last five (5) years. Include the organization's name, contact name, current phone number and e-mail address.

2.2.10 Tab J: Trade Secret Certification

If applicable, provide the **Affidavit of Trade Secret Certification (Attachment F)**, completed and signed by an authorized representative as to applicable trade secrets contained in the Respondent's documents. Respondent must segregate and clearly mark all documents certified as a trade secret and include the documents in this tab of Respondent's Response.

1. Segregate and separately label the document(s) claimed as trade secrets. Documents produced electronically should be produced on a separate jump drive and clearly labeled "Trade Secret" on the jump drive as well in the title of the electronic folder or file. Documents produced in hard copy should be separated and each clearly labeled "Trade Secret." Inserting the words "Confidential" and/or "Proprietary" to the front of or the footer of a document does not automatically entitle the document to be a trade secret under Florida law and thus is insufficient to comply with this requirement.
2. Provide a sworn affidavit (form is **Attachment F**), if applicable signed by a high-level officer of the Respondent to Florida Poly's Procurement Department, certifying the following for each separate claimed trade secret document;
3. Identify with specificity the document(s) for which trade secrets protection is claimed;
4. Provide a description of the document sufficient to determine the application of the trade secret exemption; and
5. Explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) or Section 812.081(c) that render the document at issue a trade secret exempted from public records under applicable Florida law.
6. A Respondent's failure to fully comply with the above and/or submit a sworn affidavit with its Response is an affirmation that none of Respondent's documents are trade secrets

2.3 Submission Instructions

Please read these instructions carefully. Failure to comply with all instructions is grounds for rejection of Respondent's Response without further evaluation. Respondents must submit their Response by following the instructions below.

1. **STAGE ONE** - Respondent must submit the following:
 - a. One **(1) original copy of Respondent's Response** clearly marked as an original and containing an authorized representative's signature, title, and date of signature.
 - b. One **(1) hard copy** of Respondent's Response.
 - c. One **(1) electronic copy** of Respondent's Response, preferably on a jump drive. Do not provide



the Response via email.

- d. The response (Tabs "B" through "J") is limited to forty (40) double-sided sheets or eighty (80) pages, plus dividers. This is not inclusive of the Essential documents in Tab "A". No pertinent data may be included on the dividers, and it will not be considered.
2. The items listed in **STAGE ONE** above must be delivered under sealed cover to the address indicated below and received prior to **the due date** :

FLORIDA POLYTECHNIC UNIVERSITY
Procurement Department
c/o Wellness Center Mail Room
4550 Research Way
Lakeland, Florida 33805-8531

Outer label MUST also include:

RFQu 25-013
STUDENT ACHIEVEMENT CENTER - DESIGN
Attn: Andrea Cashell
STAGE ONE DUE DATE:
November 5, 2024; 2:00 PM (ET)

3. Any information or required submittals that, due to size or binding cannot be incorporated into the proper tab, may be submitted separately but at the same time as Respondent's Response. The location of the information should be provided in the proper tab.
4. LATE RESPONSES, LATE MODIFICATIONS, AND LATE WITHDRAWALS - Responses received after the due date and time are late and will not be considered. Modifications received after the due date are also late and will not be considered unless solicited by FL POLY in writing. Letters of withdrawal received after the due date but prior to the expiration of 90 days after the due date (provided no award has been made) are late withdrawals and will not be considered.

PLEASE NOTE: STAGE TWO instructions will be included in the information and provided to the shortlisted Respondents prior to scheduled presentations/interviews.

3.0 Process

3.1 Authorized University Representative

The Authorized University Representative and sole point of contact for this competitive solicitation is:

Andrea Cashell

Email: acashell@floridapoly.edu

Phone: 863-874-8428

Web address: <https://www.floridapoly.edu/procurement/index.php>

3.2 Respondent Communications and Questions/ Inquiries

Questions regarding this solicitation must be submitted via email only to the Authorized University Representative. Questions should identify the relevant Section(s), Subsection(s), Paragraph(s) and page number(s) of the solicitation, if applicable.

The University will consider only those communications and/or inquiries submitted via email and received by the Authorized University Representative on or before the Deadline for Written Questions specified in **Section 1.3, "Schedule of Events."** Unless the Authorized University Representative specifically requests Respondent to provide additional communications, University will not accept or consider any of Respondent's written or other communications and/or inquiries (except solicitation responses) received between the Deadline for Written Questions regarding the solicitation and the posting of an award, if any, under this competitive solicitation.

To the extent University determines, in its sole discretion, to respond to any communications, inquiries, or requests for clarification, University's response (as applicable) will be made in an addendum to this competitive solicitation and posted on the Website.

Only those communications that are in writing from the Authorized University Representative will be considered as duly authorized expressions on behalf of the University.

3.3 Restricted Respondent Communications

From the date of issuance of this solicitation until the University takes final action, the Respondent must not communicate with any University employees or Evaluation/Negotiation Committee members regarding this solicitation or Respondent's Response except as provided herein or as expressly requested by the Authorized University Representative. Violation of this restriction may result in rejection of the Respondent's Response.

3.4 Addenda

The University Department of Procurement will post any Addenda to this solicitation on the website. The Respondent's authorized representative must sign and date the Addenda Acknowledgment Form(s), if any, and include the form(s) in the Respondent's Response. All Respondents, including known interested private parties, are solely responsible for checking the website periodically to verify whether any such Addenda and forms were issued.

3.5 Opening of Responses

The Department of Procurement will open and record the names of all timely submitted responses and review each response for accuracy.

3.6 Responsive Determination

Each Response will be reviewed by the Department of Procurement to determine whether it is responsive. The response must include the following:

- a. Followed the requirements of this solicitation,
- b. Includes all required documentation and information,
- c. Was submitted in the format outlined in this solicitation,
- d. Was submitted prior to the due date and time, and
- e. Has the appropriate signatures as required on each document.

Failure to comply with these requirements may put Respondent's Response at risk of being rejected as "non-responsive".

3.7 University Rejection of Response

The University reserves the right and sole discretion to reject any response at any time on grounds that include, but are not limited to:

1. Response is nonresponsive, incomplete, or irregular in any way; or
2. Response is not in University's best interest.

The Procurement Official may waive informalities and minor irregularities in Responses if deemed to be in the best interest of the University.

3.8 Withdrawal of Response

A Respondent wishing to cancel their response prior to the submittal date (i.e., Respondent has submitted a response and the response received in response to the solicitation has not yet been reviewed, the Respondent no longer wants to participate in the process and would like their response cancelled), may do so by submitting a written request to the authorized University Official. The written request must contain: the name of the Respondent; the name, title and contact information of the person making the request;

the solicitation name and number; the date of the request; and a statement that the person making the request is authorized by the Respondent to cancel the response. In accordance with Florida law, the submitted Response will not be returned to the Respondent.

3.9 Protest

Any Respondent/interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision, or intended decision must file a protest in compliance the Florida Board of Governors' regulations. Failure to file a protest in accordance with Florida Board of Governors' regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003 will constitute a waiver of protest proceedings.

The University's decisions, if any, will be posted on the website for review by interested parties, and will remain posted for a period of at least seventy-two (72) hours; excluding weekends, federal holidays, and University holidays. Failure to file a protest in accordance with the above stated regulations will constitute a waiver of protest proceedings.

4.0 Selection Process

4.1 Evaluation Criteria

Responses will be evaluated based on the following criteria and points:

Criteria	Tabs	Maximum Points Available
Architectural and Engineering Associated Team Firm(s)	B	5
Suitability of lead firm and design team to provide services for this project, including past performance, current and projected workloads, volume of work, and location	C, I	30
Experience and proficiency of lead firm and design team with the design of public buildings and working with public agencies and/or universities	B, C	5
Technical expertise and strength of lead firm and design team with higher education student support buildings, and demonstrated relevant project experience with similar facilities	D, E, I	35
Ability of lead firm and design team to provide responsive, high quality design services and effectively control design schedule and budget	G	20
Experience of lead firm and design team with sustainable design, including awards	H	5
Total Points Available		100

4.2 Evaluation Process and Evaluation Committee

Responses fulfilling the basic requirements are referred to an Evaluation Committee for review and further consideration. The Evaluation Committee will review proposals individually and then convene to discuss the strengths and weaknesses of all proposals jointly and openly. Each committee member, if prepared to score, will then independently score Respondents and their response. The Procurement representative will facilitate and record the rank order assigned by each evaluator and then an overall Committee ranking will be established for each Respondent.

The Evaluation Committee will recommend that an estimated three (3) to six (6) Respondents be invited to participate in Step Two (2) process where shortlist firms will be asked to give a presentation/interview – deemed “**Shortlisted Respondents**”.

The University reserves the right to award a Contract without negotiations with the Respondent.

Respondent’s Proposal should contain the Respondent’s best terms from a cost or price and technical standpoint.

4.3 Determining Preferences

The Department of Procurement will review Responses to determine if any preferences should be applied.

The University will provide preferences to eligible Respondents in accordance with Board of Governors regulation 18.001, Sections 287.084, 287.087, and 287.092, Florida Statutes, as applicable.

4.4 Negotiation Team – Stage Two

If a Negotiation Team has been assigned, the Negotiation Team will evaluate each Shortlisted Respondent’s complete response including presentation/ interviews to this solicitation. The Negotiation Team may enter into negotiations with multiple Shortlisted Respondents in order to achieve the contract that most supports the University’s missions and objectives.

Prior to the Respondent’s first meeting with the University’s Negotiation Team, Respondent must submit written authorization attesting that at least one of Respondent’s representatives is Respondent’s lead negotiator and is authorized to bind Respondent to the terms and conditions agreed to during negotiations. The University reserves the right to immediately terminate negotiations with any Respondent whose representatives are not empowered to, or who will not, make decisions during a negotiation session.

4.5 Contract Award – Stage Two

The recommendation of the Negotiation Team will be submitted to the Director of Procurement for review and approval, and if approved, the Director will forward the recommendation to the appropriate University Official, or their designee, for a final decision regarding the award of the RFQU.

The University Official considers the recommendations and makes a final decision regarding the award. If due to the value or nature of the contract being awarded approvals from the Board of Trustees or its designees are required, such approval from the Board of Trustees must be obtained before the contract can be awarded.

The University reserves the right to select, and subsequently recommend for award, the Final Response(s) (the Successful Respondent’s Response or if requested, Best and Final Offer, whichever is later) that best

meet the University's required needs, quality levels, and budget constraints. University may reject all Responses if such action is in the University's best interest. University is not obligated to make an award under this solicitation and may make multiple awards if it, in its sole discretion, deems it is in the University's best interest to do so.

All provisions of this solicitation and the Successful Respondent's Response or if requested, Best and Final Offer, whichever is later, (referred to as "Final Response") provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following constitute the Contract:

- a. The University solicitation document,
- b. All addenda issued pursuant thereto,
- c. The Respondent's Final Response, and
- d. Terms in the University contract to include all clarifications and negotiated modifications to the solicitation, addenda, and Respondent's response.

If the University determines that the Respondent awarded a contract based on this solicitation does not honor all agreements reached during the negotiations and place the Respondent on the University's suspended Vendor list.

Please note: No contract or agreement will be entered into directly as a result of RFQu (Stage One) nor does this RFQu commit the University to continue with the solicitation. However, it is important to note that the University recognizes the time, effort, and expense in firms responding to this RFQu and therefore, makes a Response to RFQu (Stage One) a requirement and prerequisite for Stage Two - Presentations/Interviews, Negotiations, Contract Award.

4.6 Commencement of Work

Respondent will not provide any commodities or services or take any action, even if such is as a result of any discussions with any the University employee, prior to the Contract being signed by both parties. If Respondent provides services or commodities or takes any action prior to a Contract being signed by both parties, the Respondent/Successful Respondent does so at Respondent's sole risk and expense.

5.0 Terms and Conditions -Competitive Solicitation Process

The following terms and conditions apply to all Respondents. By participating in this competitive solicitation process, Respondents agree to be bound by the following terms and conditions:

1. **Actions of Respondent.** The University is not bound by the actions of any Respondent with respect to third parties.
2. **Collusion Prohibited.** Respondent's collusion with other Respondents, other Respondents' employees, or any employee of the University is prohibited and may result in rescission or cancellation of solicitation (or contract) without liability to the University.
3. **Conflict of Interest.** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, and any other laws, regulations and/or policies concerning conflicts of interest in dealing with entities of the State of Florida (collectively, "Conflicts of Interest Rules").
 - a. Submission of a Response, and acceptance of a Contract/lease resulting from this solicitation, will require certification that Respondent is aware of and has complied with the requirements of the Conflicts of Interests Rules, including any requirement to file appropriate disclosures with the State of Florida Commission of Ethics prior to submission of a solicitation response.
 - b. Solely by way of example, Respondent must disclose in its Response the name of any officer, director, or agent of the Respondent who is also an employee or public officer of Florida Poly, the State of Florida or of any of its agencies. Further, Respondent must disclose in its Response the name of any Florida Poly or State employee or public officer (or his or her spouse or child) who owns, directly or indirectly, an interest of five (5%) or more of the Respondent's company or any of its affiliates or branches.
 - c. In addition, in accordance with Section 112.3185, Florida Statutes, by submitting a Response, the Respondent certifies that no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any Florida Poly employee or public officer who was or is directly or indirectly involved in any way in the drafting, evaluating, or awarding of this solicitation.
 - d. Failure to disclose the required information or violation of the Conflicts of Interest Rules will be grounds for rejection of Respondent's Response, cancellation of an intent to award, and/or cancellation of any Contract/Lease with the Respondent.
4. **Covenant against Commissions, or Brokerage and Contingent Fees.** By submitting a Response, the Respondent warrants that the Respondent has not employed or retained any person or entity, other than a bona fide employee working solely for the Respondent, to solicit or secure any award, agreement, or any other advantage related to this solicitation. By signing an agreement with the University, the awarded Respondent warrants that it has not paid or agreed to pay any individual or company (other than a bona fide employee working solely for the awarded Respondent), any fee,

commission, percentage, gift, or other consideration (contingent fee) upon or resulting from the award or making of the agreement. In the event of the awarded Respondent's breach of this warranty, the University has the right to rescind any agreement with the awarded Respondent resulting from this solicitation, without liability, and to deduct from any amounts otherwise payable to the awarded Respondent under the agreement the full amount of contingent fee(s) and to pursue any other remedy available to the University.

5. **Disposition of Responses.** All Responses become the property of the University, and the University has the right to use all ideas, and/or adaptations of those ideas, contained in any response received in response to this solicitation. The University's selection or rejection of a Response does not affect this provision.

6. **Public Records Laws; Trade Secret Certification.** As a public body corporate of the State of the Florida, Florida Poly is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. This solicitation is a public record. Any documents Respondent submits to Florida Poly in response to this solicitation will also become a public record, which will similarly be subject to the Florida Public Records Law. As required by law, Florida Poly will respond to public records requests without providing Respondents whose documents have been requested any notice.
 - a. Should Respondents seek to assert trade secret protection for any document the Respondent submits in response to this competitive solicitation under sections 119.0715, Florida Statutes Section 688.002(4), 812.081(1)(c), 815.04(3), and/or 815.045, Florida Statutes for each document that trade secret protection is claimed, Respondent must comply with the instructions for **Tab H**.
 - b. If a Respondent properly complies and submits a sworn affidavit with its Solicitation Response and Florida Poly later receives a public records request for a document or information that is marked and certified with an affidavit to be a trade secret, Florida Poly will provide the requestor a copy of the Respondent's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption will be rebutted, if at all, only by the Respondent; Florida Poly's only obligation will be to provide Respondent notice that such a challenge has been received. The notice will serve as formal notice to the Respondent that such Respondent has thirty (30) calendar days following receipt of such notice from Florida Poly to file an action with a court of competent jurisdiction seeking an order barring public disclosure of the document(s). If Respondent files an action within thirty (30) calendar days after receipt of notice of a challenge to its trade secret certification, Florida Poly will not release the documents at issue pending the outcome of the legal action. The failure to file an action within thirty (30) calendar days constitutes a waiver of any claim of confidentiality, and Florida Poly will release the document as requested.
 - c. Any parts of a response, and any other material(s) submitted to the University with the response that are copyrighted or expressly marked as "confidential," "proprietary," "trade secret," or similar marking, (proprietary designation) will be exempt from the public records disclosure requirements of chapter 119, Florida Statutes, only to the extent expressly authorized by Florida law. The mere

use of a propriety designation, while necessary, by a Respondent does not itself ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, the University is legally obligated to produce all public records produced or received in the course of conducting university business, irrespective of any proprietary designation by the Respondent. The University, or potentially a court, will make the ultimate determination of whether a Respondent's claim of a proprietary designation will support an exemption from disclosure.

- d. If the instructions listed above conflict with Florida law, Florida law controls.
- 7. Public Entity Crimes.** In accordance with Section 287.133(2)(a), Florida Statutes, a person or entity who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Response; may not perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, including The University; and may not transact business with the University in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By submitting a Response, Respondent is certifying that Respondent is not on the convicted vendor list maintained by the Florida Department of Management Services, and Respondent is also certifying that any subcontractor listed in Respondent's solicitation response is not on the convicted vendor list.
 - 8. Subcontractors.** If Respondent anticipates using subcontractors, as a further condition of award of a contract, the Respondent must certify in writing that its subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Chapters 607 or 620, Florida Statutes, and such statement will include any subcontractors' corporate charter numbers. The subcontractors and the amount of the subcontracts must be identified in the Respondent's solicitation response.
 - 9. Small Business Minority Enterprise (SMBE).** It is the University's desire (consistent with state and federal law), to optimize opportunities for business contracting with small, minority and disadvantaged business enterprises in the areas of commodities, construction, contractual services, and architectural and engineering services. Respondents are likewise encouraged to use the small, minority and disadvantaged business enterprises and to have a business diversity program in place.
 - a. For more information on becoming a State of Florida Certified Minority Business (CMBE), to request certification or to locate CMBEs, please contact the Office of Supplier Diversity, Department of Management Services at (850) 487-0915.
 - 10. Prohibitions.** Unless expressly and specifically authorized in writing by the University in advance, Respondent is prohibited from engaging in any of the following:
 - a. Incurring any debt or obligation on behalf of the University;

- b. Entering into any contract, arrangement, or transaction that binds the University to any extent or creates any obligation on UNIVERSITY; and/or
- c. Utilizing the University's name, credit, reputation, good-will, resources, and/or assets for any purpose without the prior and explicit written approval of the University.

6.0 Additional Requirements

Minimum Insurance Coverage and Requirements

Successful design consultant must maintain a minimum of \$2,000,000 in Professional Liability insurance and meet all other minimum insurance requirements shown in Attachment D.

COVERAGES

1. Commercial General Liability–ISO CG 001 Form or equivalent. Coverage to include:
 - a. Premises and Operations, Personal/Advertising Injury, Products/Completed Operations, Broad Form Property Damage, Independent Contractors
2. Automobile Liability including all:
 - a. Any Auto, Owned Auto, Non-owned Auto, Hired Auto
 - b. Personal Injury Protection (when applicable)
3. Workers’ Compensation, Statutory Benefits (Coverage A), Employers Liability (Coverage B)
4. Excess/Umbrella Liability
 - a. Excess of Commercial General Liability, Automobile Liability and Employers Liability. Coverage should be as broad as primary.
5. Payment and Performance Bond
 - a. Payment and performance bond shall be maintained for the total of the Contract GMP amount throughout the time schedule of the construction project.

LIMITS REQUIRED

The Design firm shall carry the minimum following limits of liability as required below: Dollar amounts may change in accordance with the event or project.

MINIMUM INSURANCE REQUIREMENTS	
Commercial General Liability	\$ 1,000,000
Automobile Liability	
Bodily Injury/Property Damage	\$ 1,000,000
Personal Injury Protection	Statutory
Workers’ Compensation	
Coverage A (Workers’ Comp)	Statutory
Coverage B (Employers Liability)	\$100,000
	\$500,000
	\$1,000,000
Professional Liability	\$2,000,000

ADDITIONAL REQUIREMENTS

Principal/Lead Architectural Professional Design Firm shall meet the following requirements:

1. Be licensed or approved to do business within the State of Florida.
2. Insurer possesses a minimum A.M. Best's Insurance Guide rating of no less than "B+".
3. Unless otherwise approved by the University, all insurance coverage must be written on an occurrence basis with the exception of professional liability and pollution liability (if applicable).
4. With the exception of Professional Liability, Workers Compensation and Pollution Liability (if applicable) all policies must name the State of Florida, Florida Board of Governors, Florida Polytechnic University Board of Trustees, and Florida Polytechnic University, its officers, employees, agents, and volunteers as "Additional Insured". (ISO Form CG 2010, 1997 Edition or equivalent).
5. Include an Additional Insured Endorsement form as the "Additional Insured" on Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Environmental Liability and other as specified by the contract.
6. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by FLORIDA POLY.
7. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from FLORIDA POLY.
8. Include a Separation of Insured Clause (Cross Liability) for all liability policies.
9. University prefers thirty (30) days advance written notice prior to policy non-renewal, cancellation or materially change or alteration. Renewal certificates and endorsements are to be provided to FLORIDA POLY at least 30 days prior to expiration.

A. Certificates of Insurance. Design Firm shall provide The Florida Polytechnic University Board of Trustees Certificates, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed:

FLORIDA POLYTECHNIC UNIVERSITY
Procurement Department
c/o Wellness Center Mail Room
4550 Research Way
Lakeland, Florida 33805-8531

10. Insurance certificates and written endorsement must be provided directly by the insurance agency or carrier.
11. Principal/Lead Architectural Professional Design Firm shall provide uninterrupted liability coverage for three years after contract expiration date.
12. Principal/Lead Architectural Professional Design Firm is responsible for ensuring that any sub-contractors or sub-consultants maintain equivalent insurance coverage.

7.0 SUPPLEMENTAL -ATTACHMENTS, APPENDICES, AND EXHIBITS

Attachment A- RFQu Certification Form (Affidavit)

Florida Polytechnic University
RFQU 25-013
STUDENT ACHIEVEMENT CENTER
Submission Deadline: NOVEMBER 5, 2024; 2:00 PM (ET)
Publish Date: SEPTEMBER 13, 2024

Respondent Information:

RESPONDENT - COMPANY	Responsible Individual Name
Federal Employer Identification Number	Responsible Individual Title
Phone Number	Email Address
ADDRESS RESPONDENT	

Government Classifications. Check all that apply

- | | | |
|--|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Woman | <input type="checkbox"/> Asian-Hawaiian |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> PRIDE | <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

Bid Protest. Response tabulations with intended award(s) will be posted for review by interested parties on the Procurement Department solicitation webpage and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors’ Regulations 18.002 and 18.003 is a waiver of protest proceedings.

Addenda. Please check one:

- Respondent has received all Addenda issued by the University and has signed Addenda Acknowledgement Form(s) in Tab A of the Response.
- Respondent has not received any Addenda.

Required Disclosure- Employment/Ownership. List below the names of Respondent or Respondent employees having an employment relationship with the University, State of Florida, or any Florida State Agencies, and any University or State employee(s) owning an interest of 5% or more of Respondent’s company or its affiliates or branches and describe the nature of such relationship or ownership interest. Add an additional page if needed.

Name: Relationship/Ownership Interest:
Name: Relationship/Ownership Interest:
Name: Relationship/Ownership Interest:

Required Disclosure- Bankruptcy/Insolvency/Delinquency Judgement.

If Respondent and/or Team Member has declared bankruptcy, otherwise been declared insolvent, has had a delinquency judgement issued against it in any court of competent jurisdiction, been placed in receivership, or any litigation that could significantly impact your financial operating results or financial position, provide the information below. If not, leave this section blank.

Date: _____ Court jurisdiction: _____
 Trustee/ Receiver Name: _____ Phone Number: _____
 Amount of Liabilities: _____
 Amount of Assets: _____
 Current Status: _____

Required Disclosure- Damages/Penalties/Liens/Judgments/Defaults/Cancellations/Termination.

If Respondent and/or Team members has had any projects within the last three years where liquidated damages, penalties, liens, judgments, defaults, cancellations of contract or termination of contract were

imposed, sought to be imposed, threatened, or filed against the Respondent or any Team Member, provide a description below. If not, leave this section blank

SIGNATURE REQUIRED – I do hereby swear under the penalty of perjury:

1. That I am the Respondent (if the Respondent is an individual), a partner (if the Respondent is a partnership), or an Officer or employee of the bidding corporation with authority to sign on its behalf (if the Respondent is a corporation).
2. That this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud.
3. That the Respondent is legally entitled to enter into contracts with the Florida Polytechnic University Board of Trustees and is not in violation of any prohibited conflict of interest.
4. To abide by all conditions of this Response and that the Respondent is in compliance with all requirements of the solicitation, including but not limited to, certification requirements.
5. In submitting a Response to an agency for the State of Florida, the Respondent offers and agrees that if the Response is accepted, the Respondent will convey, sell, assign, or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State’s discretion, such assignment becomes effective at the time the procurement agency tenders final payment to the Respondent.
6. That Respondent’s Response remains valid for six (6) months after the due date.
7. That Respondent is responsible for all travel expenses incurred for oral presentation and candidate interviews, if optional or required.

SWORN TO AND SUBSCRIBED TO ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, _____

FOR AND ON BEHALF OF THE RESPONDENT DESIGN/ER:

Signature

Printed or typed name

Title

(SEAL)

NO RESPONSE – If not responding to this solicitation, please advise reason and return via email to bids@floridapoly.edu with reason for NO RESPONSE.

Attachment B- Design Contract

Forthcoming in an Addendum

Attachment C- Special Terms and Conditions

Intentionally Left Blank

Attachment D- General Terms and Conditions

1. General Terms.

The following are the terms and conditions that will become part of any agreement consummated between the University and the awarded Respondent. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following will be the order of precedence: the Agreement; the Solicitation; the final response.

2. Actions of Awarded Respondent.

The University is under no obligation whatsoever to be bound by the actions of the awarded Respondent with respect to third parties. The awarded Respondent is not an agent of the University.

3. Americans with Disabilities Act.

The awarded Respondent must comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

4. Availability of Funds.

The State of Florida's and University's performance and obligation to pay under this agreement is contingent upon sufficient appropriation by the Florida Legislature and other entities' allowance of the University to use such funds. University's financial obligations continue under this Agreement are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the University. In the event that the entities controlling such funding fail to appropriate funds or to allow University to use funds and University has determined, in University's sole discretion, that there are insufficient funds available to cover University's obligation under this Agreement, University will have the right to terminate this Agreement for the upcoming year without damage, penalty, cost, or further obligation. University will notify Contractor at least 30 day in advance of a termination pursuant to this provision; University must pay for all services rendered until the date of termination.

5. Assignment.

The awarded Respondent may not assign any obligations or rights under the agreement without express written permission from the University and any attempted assignment is void.

6. Background Check.

All of Respondent's employees who enter the University campus or premises must have passed an employer background check and must not be listed on the Florida or National Sex Offenders Registry.

7. Confidentiality of Information.

If awarded Respondent is exposed to University's confidential information (such as donor information), awarded Respondent will keep such information confidential and will act in accordance with any guidelines and applicable laws including the Family Educational Rights and Privacy Act (FERPA) and the Gramm-Leach Bliley Act

8. Contractor.

Awarded Respondent is retained by University only for those purposes and to the extent set forth in this Agreement, and awarded Respondent's relationship to University will, during the term of this Agreement, be that of independent Contractor. Awarded Respondent is not and will not be considered as having an employee status. Awarded Respondent is responsible for the payment of any taxes on any monies received by awarded Respondent.

9. Copyright and Intellectual Property.

- a. If awarded Respondent uses copyrighted materials or documents not owned by University ("Copyrighted Materials") in its performance of the Agreement, awarded Respondent represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials.
- b. Awarded Respondent will, at its expense, defend any suit brought against University and will indemnify University against an award of damages and costs, including attorney's fees, made against University by a settlement or final judgment that is based on a claim that University's use of the Copyrighted Materials infringes a trademark or copyright of a third party.
- c. Any reports or deliverables provided to the University pursuant to this agreement are considered as works for hire, and the University may use such reports or deliverables for any purposes.

10. Default.

The University reserves the right to terminate the agreement in whole or in part due to the failure of the awarded Respondent to comply with any term or condition of the agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the agreement. The University shall provide written notice of the termination and the reasons for it to the awarded Respondent.

11. Equal Opportunity Statement.

The awarded Respondent and any subcontractors must abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as qualified protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

12. E-Verify.

All terms defined in section 448.095, Florida Statutes are adopted and incorporated into this provision. Pursuant to section 448.095, Florida Statutes, Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this agreement, Contractor must also require the subcontractor to comply with the requirements of section 448.095, Florida Statutes. The subcontractor must provide to Contractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with or to any unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the contract. University may terminate this agreement immediately upon notice to Contractor for any violation of this provision.

13. Federal, State, Local Laws, and Regulation.

The awarded Respondent and any subcontractors must comply with all laws, ordinances, and regulations that apply to the University and awarded Respondent. The awarded Respondent is

solely responsible for keeping itself fully informed of and faithfully observing all laws, ordinances, and regulations and agrees to protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

14. Force Majeure.

In the event compliance with any obligation under the agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

15. Governing Law.

This Agreement and any amendments to it are governed by the laws of the State of Florida and venue for any actions arising out of this agreement must be in the state courts in Polk County, Florida.

16. Indemnification/Hold Harmless.

- a. The awarded Respondent agrees to indemnify, defend, and hold harmless the Board of Trustees, Florida Polytechnic University, the State of Florida and the Florida Board of Governors, and their officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of awarded Respondent, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement.
- b. The awarded Respondent's obligation under this provision does not extend to any liability caused by the sole negligence of the Florida Polytechnic University, or its officers, agents, and employees.

- c. Nothing in this agreement may be construed as an indemnification of the Contractor by the University or as a waiver of sovereign immunity beyond that provided in section 768.28, Florida Statutes.
- d. This provision will survive the termination of this agreement.
- e. Due to its sovereign immunity, University will not indemnify Contractor.

17. Insurance.

Successful consultant must maintain a minimum of \$2,000,000 in Professional Liability insurance and meet all other minimum insurance requirements shown in Section 6.0.

18. Parking.

The awarded Respondent will ensure that all of the Respondent's and Respondent's employees', agents', and subcontractors' vehicles parked on the University premises have proper parking permits. All such vehicles must be registered with and have parking permits purchased from the University's Parking and Transportation Services. Respondent and Respondent's employees, agents and subcontractors will observe all parking regulations. The failure to comply with the University's parking regulations could result in the ticketing and/or the towing of the vehicles.

19. Public Records Contract for Services: Compliance with section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Florida Polytechnic University
Attn: Office of the General Counsel
4700 Research Way
Lakeland, FL 33805
ogc@floridapoly.edu
(863) 874-8412

To the extent that Respondent meets the definition of "contractor" under section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Respondent must comply with public records laws, including the following provisions of section 119.0701, requiring Respondent to:

- A. Keep and maintain public records required by University to perform the service.
- B. Upon request from the University's custodian of public records, provide the University 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 confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of this agreement, renewals, and following completion of the contract if Respondent does not transfer the records to University.
 - D. Upon completion of this Agreement, transfer, at no cost, to University all public records in possession of Respondent or keep and maintain public records required by University to perform the service.
 - 1) If Respondent transfers all public records to University upon completion of the contract, Respondent must destroy any duplicate confidential information or records that are exempt from public records disclosure.
 - 2) If Respondent keeps and maintains public records upon completion of this Agreement, Respondent must meet all applicable requirements for retaining public records.
 - 3) All records stored electronically must be provided to University, upon request from the University's custodian of public records, in a format that is compatible with the information technology systems of the University.
 - E. Third parties requesting to inspect or copy public records relating to this agreement must be made directly to University. If University does not possess the requested records, University will notify Respondent of the request, and Respondent must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - F. The University may inspect the:
 - 1) Financial records, papers, and documents of the Respondent that are directly related to the performance of the contract or the expenditure of state funds.

- 2) Respondent's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of this agreement or to ensure that the terms of this agreement are being met.
 - 3) The Respondent must provide such records, papers, and documents requested by the University within 10 business days after the request is made.
 - 4) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
- G. The terms of section 6 are material terms of this agreement, and failure to comply may result in termination and/or civil penalties.

20. Remedies and Applicable Law.

The Agreement and any disputes thereunder will be governed by the laws of the State of Florida and will be deemed to have been executed and entered into in the State of Florida. The Agreement will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in the agreement in conflict with Florida law and rules will be void and of no effect. The University and the awarded Respondent hereby agree that the agreement will be enforced in the courts of the State of Florida and that venue will always be in Polk County, Florida.

21. Safety.

The University seeks to furnish its students and employees with a place of work and study that is free from recognized hazards that are causing or are likely to cause death or serious physical harm, and one that complies with occupational health and safety standards promulgated under Occupational Safety and Health Act of 1970 (OSH ACT). Therefore, the awarded Respondent is required to comply with the occupational safety and health standards and all rules, regulations and orders issued pursuant to the OSH ACT while on the University's premises. The University has not found and is not aware of any hazardous materials on the site; however, The University recommends awarded Respondent perform an environmental assessment prior to the pre-development phase of the project to investigate subsurface soil conditions in order to ascertain if any hazardous materials may exist. The University will make available any of its geotechnical engineering reports upon request. The University accepts no liability for any hazards on the land; awarded Respondent accepts all risks.

22. Sales and Use Tax.

The State of Florida and its agencies (including the University) are tax-immune and exempt from the payment of taxes. The awarded Respondent will be responsible to pay any such taxes imposed

on taxable activities/services under the agreement.

23. Small Business Minority Enterprise (SMBE) Reporting.

Awarded Respondent must report all minority subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount to the University with each invoice submitted for payment.

24. Software.

If awarded Respondent is providing software, University may create and retain a copy of the software and related documentation for backup and disaster-recovery purposes, and for archival purposes for use after this agreement is terminated.

25. Subcontractors.

The awarded Respondent is fully responsible for all work performed under the related to the agreement. The awarded Respondent may enter into written subcontract(s) for performance of certain of its functions under the agreement, subject to the terms and provisions of the agreement. Respondent's subcontracts will not be implemented or effective until and unless approved in writing by the University, as applicable. No subcontract which the Respondent enters into related to the agreement will in any way relieve the awarded Respondent of any responsibility for performance of its duties under the agreement. Awarded Respondent will fully notify any subcontractors of Respondent's responsibilities pursuant to the agreement in Respondent's subcontract(s) with a subcontractor(s) for work related to the agreement. Respondent is solely responsible for all payments to its subcontractors. Awarded Respondent will require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the awarded Respondent may consider necessary, and any deficiency in coverage or policy limits of said subcontractor will be the sole responsibility of the awarded Respondent.

26. Suspension or Debarment.

The University may by written notice to the awarded Respondent immediately terminate the agreement if the University determines that the awarded Respondent has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor respondent of any public procurement unit or other governmental body.

27. Termination.

- a. Termination at Will. This Agreement may be terminated by University by providing written notice to awarded Respondent of such intent to terminate at least 10 days prior to the effective date of such termination.
- b. Termination for Cause. Notwithstanding the provisions of subsection 22.a. above,

University may terminate this Agreement for cause upon 5 days' written notice to awarded Respondent that specifies the basis for termination. For purposes of this Agreement, "cause" is defined as awarded Respondent's failure to perform the Services within the time specified herein or any extension thereof or awarded Respondent's failure to adhere to any of the material terms of this Agreement.

- c. If this Agreement is terminated, University is liable only for payment of goods received and services rendered prior to the date of termination and accepted by University.

28. Work for Hire.

- a. Any work specifically created for the University under this Agreement by the awarded Respondent is considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") are and remain the property of the University, and, unless otherwise specifically set forth herein, are considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the awarded Respondent who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.
- b. The University owns all right, title and interest in the Materials. Awarded Respondent agrees upon request to execute any documents necessary to perfect the transfer of such title to the University.
- c. The Materials must be to the University's satisfaction and are subject to the University's approval. Awarded Respondent bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials.
- d. The University is entitled to return, at awarded Respondent's expense, any Materials which the University deems to be unsatisfactory.
- e. On or before completion of the awarded Respondent's services hereunder, the awarded Respondent must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.
- f. Awarded Respondent hereby represents and warrants that the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and that no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

29. Waiver of Rights and Breaches.

No right conferred on the University by the agreement, will be deemed waived and no breach of any such agreement excused, unless such waiver of right or excuse of breach is in writing and signed by the University. The University's waiver of a right or breach does not constitute a waiver or excuse of any other right or breach.

30. Term.

This Agreement is effective on date fully executed by both parties and remains in effect until services are fully rendered and project is fully completed.

Attachment E- Requested Deviation or Exemption Form

Respondent must complete this form and include it in Tab A of their Response to request deviations or exceptions to the solicitation Requirements, including any Contract Terms and Conditions (**Attachment B, C, D**). The University reserves the right to accept or reject any proposed changes or replacement contract language. The University may also lower Respondent’s evaluation rating based on the number and severity of exceptions taken. Although some minor revisions and clarifications may be accepted, the University intends that the Successful Respondent will be required to execute the University’s contract as written and attached. Respondents are warned against saving their objections to the various provisions until negotiations, as this may be cause for eliminating Respondent’s response from further consideration. Any and all objections must be identified in Respondent’s written response.

Section Number	Proposed Change or Replacement Language	Justification

Attachment F- Trade Secret Affidavit

STATE OF _____

COUNTY OF _____

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of eighteen and am a resident of the State of _____. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
2. I am the _____ (position) of _____ (name of corporate entity), a _____ (state) _____ (type of corporate entity), whose principal address is _____.
3. [I consider/My company considers] the information contained in the document(s) entitled _____ (Identify with specificity the documents for which trade secrets protection is claimed) and inserted in Tab H a trade secret under applicable law for the following reasons: (Provide a description of the document sufficient to determine the application of the trade secret exemption and explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) or Section 812.081(c) that render the document at issue a trade secret exempted from public records under applicable Florida law).
4. [I have/My company has] taken measures to prevent the disclosure of the information contained in Tab H _____ to anyone other than those who have been selected to have access for limited purposes, and [I intend/my company intends] to continue to take such measures.
5. [I consider/My company considers] the information contained in Tab H to have value and provides an advantage or an opportunity to obtain an advantage over those who do not know or use it.
6. All of the information in Tab H is not, and has not been, reasonably obtainable without [my/our] consent by other persons by use of legitimate means.
7. All of information in Tab H is not publicly available elsewhere.
8. I am the person for Florida Polytechnic University to contact in the event a challenge to any information contained in this Affidavit is received.

Executed on this _____ day of _____ in _____ County, _____
(State).

Affiant- Full Name: _____

Address: _____

Telephone: _____

E-mail: _____

Affiant Signature: _____

STATE OF _____

COUNTY OF _____

Sworn to or affirmed and signed before me on _____ (date) by

_____ (Affiant).

NOTARY PUBLIC

Personally Known

Produced identification (Type of ID)

Attachment G- E-Verify Certification

Contractor hereby certifies compliance with the following:

Pursuant to section 448.095, Florida Statutes, Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Florida Polytechnic University. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Florida Polytechnic University on its behalf utilize the E-Verify system to verify the employment eligibility of all new employees hired by subcontractor.

Respondent Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

Attachment H-- Human Trafficking Affidavit

Florida Polytechnic University Human Trafficking Attestation

Name of Entity: _____

By signing below, I acknowledge and attest that:

1. I am an authorized representative or officer of _____ [name of entity].
2. Pursuant to Section 787.06(13), Florida Statutes, when a nongovernment entity executes, renews, or extends a contract with a governmental entity of the State of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that the nongovernmental entity does not use coercion to employ any person for labor or services.
3. _____ is a nongovernment entity.
4. Florida Polytechnic University Board of Trustees ("Florida Poly") is a government entity.
5. _____ does not use coercion to employ any person for labor or services, as those terms are defined in Section 787.06, Florida Statutes.
6. If at any time in the future [name of entity] does use coercion for labor or services, _____ [name of entity] will immediately notify Florida Polytechnic University and no contracts may be executed, renewed, or extended between the parties.
7. This attestation is made for the benefit of, and reliance by, Florida Poly.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit 1- References and Experience

NOTE: Complete one 2-page form for each of the 10 “most relevant” projects.

Experience of Firm Project Information

Role(s) in project (*principal/prime, consultant/sub-consultant, or individual experience*) and services provided:

 Current Status: _____ Construction Cost: _____
 LEED-Certified? _____ Delivery Method (CM, DB, etc.): _____
 Construction Start (NTP) Date: _____ Substantial Completion Date: _____

Staffing Information (*for project above, Primary respondent*)

Principal: _____	On proposed FPU team?	YES	NO
Operations Lead: _____	On proposed FPU team?	YES	NO
Architect: _____	On proposed FPU team?	YES	NO
Project Manager: _____	On proposed FPU team?	YES	NO
Superintendent: _____	On proposed FPU team?	YES	NO
Bookkeeping: _____	On proposed FPU team?	YES	NO
(Other).: _____	On proposed FPU team?	YES	NO

Narrative description of facility, including space type(s), major building components, and construction type(s):

Explanation of relevance/similarity:

Experience & References

Owner Contact Information

Owner/Client: _____ Contact Person or PM: _____
Address: _____
Phone and Fax: _____ E-mail Address: _____

Design Professional Information

A/E Firm: _____ Contact Person or PM: _____
Address: _____
Phone and Fax: _____ E-mail Address: _____

Mechanical Professional Information

Firm: _____ Contact Person or PM: _____
Design Discipline: _____
Address: _____
Phone and Fax: _____ E-mail Address: _____

Electrical Professional Information

Firm: _____ Contact Person or PM: _____
Design Discipline: _____
Address: _____
Phone and Fax: _____ E-mail Address: _____

Plumbing Professional Information

Firm: _____ Contact Person or PM: _____
Design Discipline: _____
Address: _____
Phone and Fax: _____ E-mail Address: _____

Exhibit 2- Team

1. PERSONNEL by role and discipline:	Name	Registered? (Yes or No)	Disc. Of Reg./Training	City of Residence
Principal-In-Charge				
Operations Principal				
Project Accountant				
2. Design				
Principal				
Design Lead				
Other				
3. Pre-construction				
Pre-Construction Team Leader				
Scheduling				
Budget Development				
Cost Estimating				
4. Construction				
Project Manager				
Project Engineer				
Superintendent				