



Lake Sumter State College

FINANCIAL SERVICES
9501 U.S. Hwy. 441
Leesburg, FL 34788-8751

REQUEST FOR QUALIFICATIONS

RFQu 26-04 **Workforce Development Center Design-Build**

Summary Description:

Lake-Sumter State College is seeking qualified design build teams to provide design and construction services for the Workforce Development Center on the Leesburg Campus at 9501 U.S. Highway 441, Leesburg, Florida, 34788. Design-Build Services includes but is not limited to architectural and engineering services, construction management services, permitting assistance, materials acquisition, and the provision of technical and construction workforce personnel to complete project as per the Design Criteria Package.

Solicitation Type:

Lake-Sumter State College is releasing this solicitation as a 2-step competitive process beginning with the issuance of the Request for Qualification as the first step. The intent is to receive sealed qualification submittal packages in Step-1. In the second step, the intent is to issue a Request for Proposal (RFP) to the most qualified respondents identified from Step-1. The RFP will include a Design Criteria Package (DCP) and the objective of Step-2 is to receive sealed proposals to compare, evaluate and select the Design Build Team that will complete the Workforce Development Center.

Due Date:

The Statement of Qualifications Submittal Packages in response to this Request for Qualification as Step-1 in the solicitation processes are due on or before **June 16, 2026, at 2:00 PM (EST)**.

Qualification Submittal Packages shall be delivered to Lake-Sumter State College, Attn: Robert Schoepe, Director of Procurement and Auxiliary Services, Williams-Johnson Bldg., Room 133, 9501 U.S. Hwy. 441, Leesburg, Florida, 34788. Submittal packets shall be clearly marked: **RFQu 26-04, Workforce Development Center Step 1**.

Additional due dates and submittal instructions are provided in Section II, General Terms and Conditions, Instructions and Information of the Request for Qualification.

Contact Information:

All questions or comments regarding this Request for Qualifications shall be directed to Robert Schoepe, Director of Procurement and Auxiliary Services at SchoepeR@lssc.edu or 352-365-3502.

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SECTION I: SCOPE OF SERVICES AND OVERVIEW

1.0 Introduction

The District Board of Trustees of Lake-Sumter State College, Florida, hereinafter referred to as “College” or “LSSC”, is requesting statements of qualification (responses) from qualified Design-Build teams to provide construction management and construction services for the Workforce Development Center building. The College is seeking to enter into a design and construction of an agreement with the most qualifying general contractor that has been prequalified as part of the selection process of this Request for Qualification (RFQu) conducted under Florida Statute 287.055.

2.0 Calendar of Events / RFQu Timeline

Listed below are the important dates and times by which the actions noted are estimated to be completed. All dates are subject to change by the College. If the College finds it necessary to change any of the dates prior to, and includes, the Qualification Submittal Packages Due Date, the change will be accomplished by a released addendum.

MILESTONES	DAY / DATE	DESCRIPTION
1	05/12/2026 - Tuesday	Step-1: Issue Request for Qualifications (RFQu)
2	05/26/2026 at 2:00 PM (EST) - Tuesday	Deadline for Submitting Questions
3	06/15/2026 at 2:00 PM (EST) – Monday	Qualification Submittal Packages Due Date - Responses Opened and Recorded
4	06/24/2026 - Wednesday	Selection Committee Scoring Meeting to shortlist the most qualified Firms
5	06/25/2026 - Thursday	Selection Committee Recommendations of the most qualified
7	06/25/2026 - Thursday	Step-2: Issue RFP with DCP to only the most qualified Firms selected in Step-1
8	07/20/2026 at 2:00 PM (EST) – Monday	Proposals Due Date - Responses Opened and Recorded
9	07/27/2026 - Monday	Selection Committee Interviews/Presentations plus Scoring Meeting
10	08/07/2026 – Friday	District Board of Trustees approval

3.0 Background Information

The College is seeking to establish agreements with a qualified Design-Build team to design and construct the Workforce Development Center on the Leesburg Campus.

3.1 College Mission and Strategic Priorities

Lake-Sumter State College's mission is to transform lives and futures throughout our community. Maximizing access to postsecondary education is one of our strategic priorities and the College is committed to increasing access and opportunity for students in Lake and Sumter Counties.

3.2 Contextual Background

Lake and Sumter Counties are experiencing rapid population growth, ranking among the top 10 fastest-growing counties in Florida. Lake County is the 13th fastest growing county in the United States.

3.3 Lake-Sumter State College Informational Facts

Lake-Sumter State College was established in 1962 and is a member of the Florida State College System. Lake-Sumter State College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate and baccalaureate degrees. Classes are offered on the Leesburg, Clermont and Sumter Campuses and online. The College is governed by a Board of Trustees appointed by the Governor of Florida. The College currently enrolls approximately 11,000 students. Additional information can be found on the official College website at <http://www.lssc.edu>

A typical schedule for the College has the campuses open for classes from 7:00 AM EST to 9:30 PM EST, Monday through Friday, with reduced schedules and/or special classes and/or college sponsored events on Saturdays and Sundays. There are normally two breaks during the year, one in the spring months and the other during the December holiday season. While the spring break is one week in duration, the December holiday break may be one to two weeks in duration. The College will supply to respondents, upon request, an annual College calendar which provides information on term dates, closed dates, graduation dates, etc.

4.0 General Project Description

4.1 Project Description Summary

The project includes the constructing of a new building, site work, and construction site management to ensure the construction activity is conducted safely while school is in session. Construction of the new building includes, but is not limited to, incorporating it into the existing campus layout, infrastructure, pathways, parking lot configurations, and landscaping. The building is being constructed for the purpose of housing the Workforce Program and shall have an event center, classrooms, student collaboration space, conference rooms, administrative offices, and a makerspace,. The building is envisioned as a cutting-edge, minimum of 38,000 to 60,000 square foot, two-story facility dedicated to fostering innovation in education and meeting the workforce demands of Lake and Sumter Counties. The design build construction budget is approximately \$16,000,000 (sixteen million dollars). For the purposes associated with the selection of a shortlist of the most qualified Design-Build firms, a project intent and general building approach statement is included as **Attachment J** of this RFQu document.

4.2 Design Build Services

As the selected Design-Build Team, the qualified contractor shall consult with, advise, assist and make recommendations through the architectural and engineering professionals provided under the resulting agreement. Qualified teams shall design the building to effectively make use of the available budget and maximize the building's potential and manage the construction activity. Construction management expectations include but are not limited to project planning, construction phase scheduling, optimizing productivity and resource allocation, ensuring quality control throughout all phases of the project, managing site security and safety, provide problem resolution and minimize potential risks, communicate and coordinate with College personnel, regulatory agencies, the Design Criteria Professional (DCP), and other authorities critical for project completion.

4.3 Minimum Qualifications

In order to be considered, a respondent must return a sealed Qualifications Submittal Package per the instructions provided for Step-1 of this RFQu solicitation. Failure to demonstrate, provide, or convey the minimum qualifications may result in a determination of non-responsive. The minimum qualifications required to be considered, evaluated and selected as one of the most qualified respondents eligible to participate in the Step-2 RFP are listed below. Failure to submit documentation and required licensures/registrations, as requested herein, will result in proposal disqualification in Step-1 or Step-2 of the solicitation process. sub-contractor licenses, bonds, and insurances will be required during or prior to Notice to Proceed issuance.

- 4.3.1 The respondent shall be properly registered/licensed and possess all required active registrations, certifications, and licenses to practice construction services and provide General Contractor services in the State of Florida at the time of submittal due date. Identified Sub-Consultants and Sub-Contractors shall be properly registered/licensed and possess all required active registrations, certifications, and licenses to practice and/or provide the applicable services in the State of Florida at the time of submittal due date.
- 4.3.2 All appropriate licenses (corporate and all key professional personnel) shall be provided in a list. Contractor and design firm(s) for this project are to provide a separate list. List name of firm, name of each person, license number and the type of license held. Licenses are required to be State of Florida issued licenses. Copies of the licenses are not required to be submitted with the submittal response but may be required at a later date.
- 4.3.3 Firm's current active license/registration from the State of Florida, as applicable to your firm.
- 4.3.4 The firm qualifier's current active license/registration as State of Florida Licensed General Contractor that authorizes the qualifier to supervise/perform the work within the scope of the construction project for the respondent/firm.
- 4.3.5 Current active State of Florida license/registration for key personnel and key consultants/sub-contractors to be used on this project.
- 4.3.6 Current active Lake County, Florida license(s) if there are license(s) that are applicable to provide Construction Management at Risk (CMAR) services.
- 4.3.7 All proposer's other applicable certified licenses, if any.
- 4.3.8 All respondents' current active occupational/business licenses appropriate for type of business are required as applicable.
- 4.3.9 For respondent/prime/joint venture only, submit documentation of State of Florida Department of State registration indicating when corporation/LLC or other form of legal entity was organized and corporation number with proposal submittal, or within three days of request.
- 4.3.10 Respondent's, sub-contractors and design professionals and sub-consultants must be registered by the State of Florida of Business and Professional Regulation, to operate in the State of Florida at the time of the RFQu Step 1 submission.
- 4.3.11 Proposers submitting as joint ventures or partnerships shall submit a copy of their agreements. The same information pertaining to the principal must be provided for all firms taking part in the joint venture or partnership.

- 4.3.12 Submission of evidence of bonding capacity is required. The surety company shall be rated no less than “A” or better in the current AM Best guide, Fitch, Moody or Standard and Poor, and qualified to do business within the State of Florida
- 4.3.13 The respondent shall provide proof of the ability to acquire the applicable insurance by submitting the current certificate of insurance on file. Specific insurance requirements will be defined in the RFP in accordance with the project requirements identified in the Design Criteria Package and the College’s requirements as defined by the State of Florida.

4.4 Construction Agreement (Contract Type)

The negotiated agreement/contract resulting from this 2-Step competitive solicitation process will be governed by the terms and conditions contained in the RFQu and the RFP as negotiated prior to contract execution. Any agreement/contract awarded as a result of this solicitation will be negotiated and executed between the successful Construction Manager and the College, in a timely manner and in compliance with all applicable limitations and restrictions of Florida Statutes.

A Proposed Guaranteed Maximum Price shall be submitted at Step 2 (RFP) of the solicitation process along with the proposed project design.

A Design/Build Initial Guaranteed Maximum Price (IGMP) proposal shall be submitted by selected firm prior to award. A final Guaranteed Maximum Price (GMP) shall be negotiated and established when the 100% Construction Design Documents Submittal Stage is accepted by the Owner. Final GMP negotiations will commence at the beginning of the design development stage and will conclude when the GMP is set with the final Construction Bid Set but the amount shall not exceed the IGMP amount.

Do not include price or words about the price anywhere in your Step 1 response. Doing so may result in disqualification of response/proposal. Pricing factors shall be included in the proposal submitted for Step 2 (RFP) portion of this solicitation process.

SECTION II: General Terms and Conditions, Instructions and Information**1.0 Definitions**

- 1.1 *Design Criteria Package*: The document listing specifications, drawings, and building details, site descriptions and other information necessary for the preparation of a bid or proposal. The DCP will not include building engineering drawings or specifications, but may include general descriptive narratives to establish general systems and quality of those elements.
- 1.2 *Lake-Sumter State College*: The District Board of Trustees of Lake-Sumter State College, Florida; the 'College' or LSSC.
- 1.3 *RFQ*: Request for Qualifications; a formal request soliciting qualifications such as but not limited to experience, method of approach, workload capacity, and personnel. Price is not included in the initial consideration. RFQu is an RFQ with a 2-step competitive process to identify qualified service providers and then seek pricing on drawings and specifications with subsequent request for proposals or quotes.
- 1.4 *RFP*: Request for Proposal; a formal request soliciting services with the selection emphasis on qualifications, method of approach, price, and schedule of delivery.
- 1.5 *Proposer/Respondent*: An individual, firm, partnership, corporation, association or other legal entity permitted by law to provide professional architectural and engineering design services and who submits a response to the RFQ/RFP.
- 1.6 *Response/Proposal/Submittal*: Qualifications and other information submitted in response to an RFQ, RFP or other request.
- 1.7 *Selection Committee/Evaluation Team*: Comprised of College staff; established to review and score the submittals in accordance with the criteria and make recommendation for award; a representative from Procurement Services, or a designee, serves as the nonvoting chairperson
- 1.8 *Vendor/Contractor/Awardee*: A company or person which is awarded the RFQ/RFP agreement.

2.0 Point of Contact

The College's point of contact for all matters relating to this RFQu is Robert Schoepe, Director of Procurement & Auxiliary Services. If there are any questions concerning the RFQu, direct in writing, to Robert Schoepe, VIA email SchoepeR@lssc.edu. **Neither questions nor answers will be provided via phone or in person, or from any other person.** The last day to submit questions is provided on the **Calendar of Events / RFQu Timeline within in this document**. Questions received after the deadline may not be answered.

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

3.0 Interpretation of Documents/Written Addenda

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

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

<https://www.lssc.edu/dept/purchasing/> No verbal or written information from other sources are authorized as representing the College.

In case the College finds it expedient to supplement, modify or interpret any portion of the RFQu document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFQu and posted at the following website: <https://www.lssc.edu/dept/purchasing/>

It is the sole responsibility of all prospective respondents to visit the website, prior to submitting their response, <https://www.lssc.edu/dept/purchasing/> to view the solicitation and download any or all issued addenda. Likewise, it is the sole responsibility of the respondent to consistently monitor the site for addenda. Failure to note addenda posted on the website will be the fault of the potential proposer and not the responsibility of the College.

4.0 Delays

The College, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the College to do so. The College will post delays or changes and information or addendums on the College's website <https://www.lssc.edu/dept/purchasing/> ; it is the sole responsibility of interested proposers to consistently monitor this site for changes. Failure to note changes posted on the website will be the fault of the potential proposer and not the responsibility of the College.

5.0 Proposal Withdrawn

Respondents may withdraw their proposals by notifying LSSC, the Purchasing Department, in writing at any time prior to the time set for the submittal deadline. Respondents may withdraw their proposals in person or through an authorized representative. Once opened, proposals become the property of LSSC and will not be returned to the respondents.

6.0 Additional Information

No additional information may be submitted, or follow-up performed, by any proposer after the stated due date, outside of a formal presentation to the evaluation team, unless specifically requested by LSSC.

7.0 Award/Contract

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

The written Qualification Submittal Packages are considered Phase I (including certification of qualification) of the screening selection process with proposals (including pricing) and oral presentations considered Phase II of the screening selection process. Phase I and Phase II are evaluated separately and are combined to represent an overall score. The College reserves the right to select a proposal which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award(s) by the District Board of Trustees, an agreement may be executed between the College and selected vendor(s). Should the College be unable to enter into a satisfactory agreement with the selected vendor(s), negotiations may be formally terminated and the College can undertake negotiations with the next ranked proposer(s), and so on, until a satisfactory agreement(s) is executed that is fair, competitive and reasonable or until the College otherwise terminates the selection process. Design-Build services contracts/agreements are to be pursued as per Florida Statute 287.055.

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

- A. Resulting Agreement for Design-Build services
- B. Lake-Sumter State College RFQu 26-04
- C. All addenda issued pursuant to the RFQu 26-04 (if applicable) and
- D. To the extent consistent with RFQu 26-04, the Proposer's formal responses to the RFQu and the RFP.

The District Board of Trustees of Florida Lake-Sumter State College, Florida, intends to enter an agreement with one (1) vendor to manage the Design-Build project. The College reserves the right to add, delete or modify services during the agreement period under the same terms and conditions of the resulting agreement(s). In addition, nothing herein shall obligate Lake-Sumter State College to select any contractor.

8.0 Termination

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

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

- A. Provide products or services that comply with the specifications herein or final negotiated specifications and/or Design Criteria Package fails to meet the College's performance standards
- B. Deliver the supplies or to perform the services within the time specified in the agreement or any extension of same
- C. Make progress so as to endanger performance of the agreement or
- D. Perform any of the other provisions of the agreement

Prior to termination for default, the College will provide written notice to the vendor affording the vendor the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to cure the deficiency shall result in termination action. The vendor and its sureties (if any) shall be liable for any damage to the College resulting from the vendor's default of the agreement. This liability includes any increased costs incurred by the College in completing contract performance.

In the event of termination by the College for any cause, the vendor will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the College, the vendor shall:

- A. Stop orders/work on the date and to the extent specified
- B. Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work
- C. Transfer all work in process, completed work and other materials related to the terminated work as directed by the College and
- D. Continue and complete all parts of that work that have not been terminated

If the vendor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the vendor, the contract shall not be terminated for default. Examples of such causes include acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather.

The contract may be terminated by the College for convenience upon ninety (90) days written notice to the other party.

9.0 Proposal Preparation Costs

Neither LSSC nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their submittals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQu.

10.0 Accuracy of Proposal Information

Any proposer which submits in its proposal to LSSC any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

11.0 News Releases

The proposer shall obtain the prior approval of LSSC for any news releases or other publicity pertaining to this RFQu or other service, study or project to which it relates.

12.0 Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000.00) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFQu response forms, proposer attests that they have not been placed on the "Convicted Vendor List". Any person submitting proposals in response to this Request for Qualifications must execute and submit Form Public Entity Crimes, SWORN STATEMENT UNDER SECTION 287.133(3) (A), Florida Statutes.

13.0 Public Records

Upon award recommendation or until thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQu, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorneys' fees, associated with defending such asserted exemptions from disclosure.

The vendor agrees to comply with Florida Public Record Law and specifically to comply with the requirements of Section 119.0701(2), Florida Statutes. The resulting agreement may be unilaterally terminated by the College in the event the vendor fails to permit public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by vendor in conjunction with the resulting agreement after being given 10 days written notice of noncompliance.

The resulting contract/agreement shall contain the following language:

- A. Vendor, while acting on behalf of the College, shall keep and maintain public records required by the College to perform the services for the required number of years starting at the completion date of the construction project.
- B. Upon request from the College's custodian of public records, vendor shall provide the College with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in under Chapter 119, Florida Statutes or as otherwise provided by law
- C. In the event of a public records request pertaining to records in vendor's possession or control:
- D. The vendor shall promptly provide the College copies of all records created or maintained in the course of performance under this contract or all such records to be inspected and copied within a reasonable amount of time
- E. If the vendor fails to supply such records or make the records available within a reasonable amount of time then the College may apply to a state court of competent jurisdiction for an order compelling the production of such records. In the event the College seeks mandatory injunctive relief, vendor waives the requirement that the College must first prove: (a) its lack of an adequate remedy at law (b) the irreparable harm absent entry of the injunction, or (c) that injunctive relief will serve the public interest
- F. Upon the completion of the contract, the vendor shall:
- G. Transfer, at no cost, to the College all public records in possession of the vendor and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements or
- H. Keep and maintain public records required by the College to perform the service and shall meet all applicable requirements for retaining public records
- I. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- J. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the College

14.0 Acceptance/Rejection

LSSC reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. LSSC reserves the right to make the award to that proposer(s) who, in the opinion of LSSC, will be in the best interest of and/or the most advantageous to LSSC. LSSC reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in LSSC's opinion, is not in a position to perform properly under this award. LSSC reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

15.0 Conflict of Interest

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

16.0 Relationship of Parties

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

17.0 Personnel

Vendor, for the life of contract and any subsequent renewals, shall comply with any Florida Lake-Sumter State College operating procedure requiring college operators, vendors, contractors and associates on any Florida Lake-Sumter State College campus to submit to a fingerprint-based state and federal criminal history check as set forth under Florida Statute 1012.467 or any other fingerprint identification check as deemed necessary and requested by Florida Lake-Sumter State College. Vendor shall, when so requested by Lake-Sumter State College, pursuant to a Florida Statute 1012.467 request, comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any vendor employees or agents working under this contract. Fingerprints shall be taken by an authorized law enforcement agency or other entity as permitted under Florida Statute 1012.467. To the extent Lake-Sumter State College requests fingerprint identification for a background or criminal check for purposes other than compliance with Florida Statute 1012.467, vendor shall comply with such other request by submitting the requested documentation to the Department of Public Safety within twenty-four hours of this request. Failure to comply with either a fingerprint-based state and federal criminal history request based on Florida Statute 1012.467 or other fingerprint-based background or criminal history request within twenty-four hours may result in actions being taken against vendor such as requiring that the noncompliant employee not work on the campus, up to and including, the cancellation of contract for non-compliance. Vendor shall be responsible for all costs associated with either a request for a fingerprint-based state and federal criminal history check under Florida Statute 1012.467 or other request for fingerprint-based background or criminal check. Vendor employees performing services in or in the immediate vicinity of the

LSSC Collegiate High Schools located on any campus shall be background checked in accordance with Florida Statute 1012.467.

18.0 Familiarity with Laws

All proposers are required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFQu. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), OSHA regulations, and all Civil Rights legislation.

19.0 Equal Opportunity Statement

Lake-Sumter State College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran's status. The College is an equal access/equal opportunity institution. The vendor shall have similar policies for employees assigned to the College.

20.0 Drug/Alcohol Free Workplace

Florida Lake-Sumter State College believes in a drug free workplace and is committed through in-house policies to this objective. The vendor shall have similar policies for employees assigned to the College. The proposer shall complete and submit the “Drug Free Workplace Form”.

21.0 Tobacco Free Organization

Lake-Sumter State College is dedicated to providing a safe and healthy environment for students, faculty, staff and visitors to the College, which includes eliminating tobacco use as part of the commitment to promoting healthy practices and choices for individuals. Tobacco use is prohibited on all property and in all facilities owned, leased or operated by Florida Lake-Sumter State College, including all vehicles owned or rented by the College. There are no designated smoking areas on such College property. Tobacco use includes all types of tobacco and tobacco-like products including smoke-less tobacco and any other smoking or smoking simulation products including electronic cigarettes.

22.0 E-Verify

Vendor, for the life of contract and any subsequent renewals, shall cooperate and comply with all legal requirements requiring college operators, vendors, contractors and associates on any Florida Lake-Sumter State College campus to submit to a verification of employment eligibility through the U.S. Department of Homeland Security’s E-Verify system as set forth under the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status. The verification of employment eligibility will include all persons employed during the agreement term by the vendor to perform duties within Florida and all persons (including subcontractors) assigned by the vendor to perform work pursuant to the agreement with the College. Upon request by the College, evidence of compliance shall be provided to the College. The proposer shall complete and submit the ‘Employment Eligibility Verification Form’ as noted in Section Four of this RFQu, Evaluation Criteria.

22.1 Human Trafficking Prohibition

Vendor shall, in compliance with Florida Statute 787.06(13), execute the Human Trafficking Prohibition Affidavit incorporated herein as “Attachment H”.

22.2 Scrutinized Company Certification

Vendor shall, in compliance with Florida Statutes 287.135, execute the Scrutinized Company Certification incorporated herein as “Attachment I”, verifying that the vendor is not listed on the Scrutinized Companies List created pursuant to Florida Statutes 215.4725, 215.473, or 287.135. Vendor further certifies that it is not participating in a boycott of Israel or doing business with any of the countries listed on the Scrutinized Companies list created annually by the State Board of Administration pursuant to Florida law.

23.0 Taxes/Licenses/Permits

Vendor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the resulting agreement. In addition, the vendor shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.

24.0 Patents and Copyrights

Vendor agrees to indemnify and save harmless the College, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFQu, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

25.0 College Liability

Lake-Sumter State College will be liable only for property damage and/or bodily injury pursuant to resulting agreement and which occur as a direct result of negligence of the College, its agents or employees. The College is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with Florida Statute 768.28.

26.0 Vendor Liability

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

With the exception of Professional Liability and Workers’ Compensation, all policies must name the District Board of Trustees of Lake-Sumter State College, its officers, employees, agents, and volunteers as “Additional Insured” (ISO Form CG 2010, 2004 Edition or equivalent).

The Certificate Holder and Additional Insured shall be known and identified on the ACORD Certificates as follows:

Lake-Sumter State College
The District Board of Trustees
ATTN: Financial Services (Purchasing)
9501 US Highway 441
Leesburg, Florida 34788

Should any of the policies required herein be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of the Certificate Holder to demand a certificate or other evidence of full compliance with insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured's obligation to maintain such insurance.

Failure to maintain the required insurance may result in termination of the agreement at the Certificate Holder's option.

By requiring this insurance, the College does not represent that coverage and limits will necessarily be adequate to protect the Insured and such coverage and limits shall not be deemed as a limitation of Insured's liability under the terms of the agreement. Vendor shall insure that all subcontractors comply with the same insurance requirements that the vendor is required to meet.

Minimum Insurance Coverage and Requirements:

Prior to the commencement of work, the vendor must obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the Project. By requiring such minimum insurance, Lake-Sumter State College shall not be deemed or construed to have assessed the risk that may be applicable to the vendor. The vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The vendor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability.

- i. Coverage:
 1. Commercial General Liability – ISO CG 001 Form or equivalent. Coverage to include:
 - Premises and Operations
 - Personal/Advertising Injury
 - Products/Completed Operations
 - Broad Form Property Damage
 - Independent Contractors
 2. Automobile Liability including all:
 - Any Auto (owned, non-owned, hired)
 - Personal Injury Protection (when applicable)

3. Workers' Compensation
Statutory Limits as per Florida Statute 440 including Employer's Liability
4. Excess/Umbrella Liability (as needed)
Excess of Commercial General Liability, Automobile Liability and Employer's Liability; Coverage should be as broad as primary
5. Professional Liability – the policy/coverage shall be amended to include the following:
 - a) Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written agreement provided such liability is caused by your wrongful acts
 - b) Claims alleging improper supervision of sub-consultants
 - c) Representative Insured Wording amended to include past principals/employees
 - d) Cancellation Clause shall provide written notice prior to cancellation to the College
 - e) Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy; the declaration page shall show the other policy is intended to function as excess, and shall be shown on the declarations page of this policy
 - f) Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the Insured, shall not in itself constitute knowledge by the Insured, unless an officer, owner, partner, or principal of the Insured shall have received such notice

ii. Limits:

1. Required Limits:

The following minimum limits of liability are required; however, the limits are subject to change based on the type and extent of project. The vendor is required to purchase and maintain Professional Liability.

Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$5,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$5,000,000
Property Damage	\$100,000
Medical Payments (Any One Person)	\$50,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employer's Liability)	\$1,000,000
Umbrella Liability	

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

2. Additional Requirements:

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

27.0 Audit

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

28.0 Protest

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

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

29.0 Disputes

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

30.0 Miscellaneous

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

The College has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Florida Statutes Section 1010.04.

31.0 Indemnification

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

32.0 Oral Presentation

After the RFQu Step-1 submittals have been opened, a shortlisted number of respondents submitting proposals will be required, at the request of the College, to make an oral presentation/interview and/or provide written clarifications. Such presentations and/or clarifications will provide an opportunity for the respondent to clarify the proposal. Respondents will not be allowed to change their proposal. The Purchasing Office will initiate and schedule a time and location for any presentations which may be required.

33.0 Errors and Omissions

The proposer is expected to comply with the true intent of this RFQu, taken as a whole, and shall not avail itself of any errors or omissions to the detriment of the service. If proposer suspects any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify the College, in writing, and the College shall issue and post a written addendum. The proposer is responsible for the contents of its qualification and for satisfying the requirements set forth in the RFQu.

34.0 Firm's Responsibility

It is understood, and the proposer hereby agrees, that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFQu.

35.0 Qualification Rejection

The College shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFQu or a qualification in any way incomplete or irregular. Conditional qualifications will not be accepted.

36.0 Performance Inquiry

As part of the evaluation, the College may make inquiries to determine the ability of the proposer to perform the work. The College reserves the right to reject any proposal if the proposer fails to satisfy the College with proper qualifications to carry out the obligations of a resulting agreement.

37.0 Severability

If any provisions of the agreement resulting from this RFQu is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of the resulting agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

38.0 Prohibition Against Assignment

Neither the College nor the vendor shall assign, sublet, convey or transfer its interest in a resulting contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the College which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the vendor.

39.0 Cooperative Purchasing Agreement

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

40.0 Availability of Funds

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

Section III: Submittal Instructions and Competitive Selection Process

1.0 Instructions for Submittal of Responses

If there are any questions concerning the RFQu, submit these in writing, to the Director of Purchasing and Auxiliary Services, Robert Schoepe of Lake-Sumter State College VIA email SchoepeR@lssc.edu. Neither questions nor answers will be provided verbally.

The response (submittal) shall be submitted in a sealed envelope/box with the following information clearly labeled:

RFQu 26-04
Workforce Development Center

Submit to the following address:

Lake-Sumter State College
ATTN: Robert Schoepe
Financial Services - Purchasing
Williams-Johnson Building, Office 133
9501 US Highway 441
Leesburg, Florida 34788

1.1 The Submittal Packet

- A. **One (1) original and five (5) copies** of the response must be furnished on or before the stipulated deadline listed on the Calendar of Events / RFQu Timeline.
- B. **Include one (1) USB flash drive.** It is the responsibility of the proposer to guarantee the electronic copy is 100% identical to the one (1) 'original' submitted proposal. In the event of a discrepancy, the one (1) original proposal will prevail. The electronic copy should be in PDF format.

1.2 Submitting a Response

The submittal packet (response) shall arrive at the address listed above no later than the time and date designated on the Calendar of Events / RFQu Timeline. Responses received after the published time and date shall NOT be considered. In addition, responses received via Facsimile or Email will NOT be considered.

1.3 Submittal Non-Responsive Determination

Qualification Submittal Packages shall be submitted according to the information listed in this section (1.0, Instructions for Submittal of Responses). These submittal instructions convey to the Step-2 RFP as well. The College reserves the right to waive informalities and to reject any, all, or part of any or all of the Qualification Submittal Packages as well as the Proposals. Responses that do not comply with the instructions set forth, and/or do not include the qualifying information required, may be considered incomplete and may be rejected as non-responsive.

2.0 Submittal Delivery Requirements

2.1 Compliance (Late Submittals)

Respondents that do not comply with the college's procedures or deadlines established will not be considered. All submittal information received prior to the stipulated time and date will be retained by the College. Proposals received after the stipulated time and date will not be accepted and will be returned to the proposer.

2.2 Complete Delivery

Proposers are cautioned that they are responsible for delivery to the specific location cited in the RFQu. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the specific address and office location. This office will not be responsible for deliveries made to any place other than the specified address and office location.

2.3 Late Submittal

The College shall in no way be responsible for delays caused by any occurrence. The RFQu submittal time/date must be, and shall be, scrupulously observed. Proposals received after the specified time and date shall be considered nonresponsive and therefore not eligible for consideration.

2.4 Submittal Content

Responses will be evaluated by an evaluation team in accordance with procedures of Florida Statute 287.055. The College reserves the right to reject any or all proposals when it feels it is in the best interest of the College. Based on the evaluation of the written responses in Phase I of the screening selection process, Proposers will be ranked and a minimum of three Proposers will be required to discuss their responses and participate in an interview/presentation to the evaluation team during Phase II of the screening selection process.

All information submitted by proposers is subject to the Laws of Perjury as set forth in Chapter 837, Florida Statutes. In the event a proposer is found to have committed perjury, such proposer shall be ineligible for consideration for future projects.

3.0 **RFQu Step-1:** Evaluation of Qualifications Process/Evaluation Criteria

The RFQu solicitation is a 2-step competitive process beginning with the issuance of the Request for Qualification as the first step. The Qualification Submittal Packages in Step-1 will be evaluated by the selection committee with an emphasis on identifying the most qualified submittals based on qualifications, availability, and past work.

3.1 Prequalification Process of RFQu Step-1

The Selection Committee shall evaluate all qualification submittal packages received, which meet or exceed Section 4.0, Minimum Eligibility Requirements. The failure to respond, provide detailed information or to provide requested information in Sections 4.3.1 through 4.3.13 may result in the reduction of points in the evaluation process or a complete disqualification of the submittal.

3.2 Evaluation Process of RFQu Step-1 (Selection of Most Qualified)

In order to facilitate the review by the evaluation team, respondents are requested to index their written responses with the same tab notations as contained herein.

The College will organize an evaluation team who will review independently the qualifying submitted responses as part of the Step-1 selection process. The evaluation team will meet in an evaluation meeting and individually assign written evaluation points for each criterion as defined herein. The estimated dates for this meeting are published in the Calendar of Events / RFQu Timeline.

In the RFQu Step-1 screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each qualification submittal response. All of the evaluation team members' individual maximum points per proposal will be totaled and an average score will be calculated. Based on the average calculated score, the qualification submittal responses will be ranked highest to lowest with 100 average score being the highest. A minimum of three (3) of the top-ranked (most qualified) will be shortlisted and invited to participate in the Step-2 RFP process. All respondents will be notified of their shortlist status and invitations (along with the RFP and the DCP will be issued to those respondents determined to be the most qualified).

3.2 Evaluation Criteria of RFQu Step-1 (Selection of Most Qualified)

<i>Category</i>	<i>Weighted Valued</i>
<i>Related Design Build, Building, and/or Similar Project Experience</i>	30
<i>Approach to Project Management including scheduling and cost control</i>	20
<i>Design and Construction Services Team / Project Staff, Ability and Experience, Organizational Chart</i>	15
<i>Corporate Headquarters and Location for Distance to Site Responsiveness</i>	10
<i>References</i>	10
<i>Current Workload Capacity</i>	10
<i>Quality of the Submittal Packet</i>	5
<i>Total</i>	100

4.0 **RFP Step-2: Proposal Selection Process/Evaluation Criteria**

The second step in the RFQu competitive process is the issuance of a Request for Proposal (RFP) to the most qualified respondents identified from Step-1. The RFP will include a Design Criteria Package (DCP). Proposals received will be reviewed with the intent of selecting the Design Build Team that will complete the Workforce Development Center.

4.1 Selection Process of RFP Step-2 (Selection of the Design-Build Team)

Proposals will be evaluated based on the criteria established in the procedures outlined in this solicitation.

The Selection Committee will review and independently score the qualifying proposals received. The proposals shall be evaluated based on the evaluation criteria listed in the 4.4, RFP Step-2 Evaluation Criteria section. Estimated dates for this meeting are included in the Calendar of Events / RFQu Timeline. Specific times and locations of these meetings will be published with the release of the RFP documents. Evaluation team members will individually assign evaluation points for each criterion.

An oral presentation (interview) will be conducted as part of the evaluation criteria. The Director of Procurement and Auxiliary Services will notify the most qualified shortlisted firms from Step-1 of the date and time allotted for their presentation (interview).

In the RFP evaluation process, each evaluation team member (selection committee) can assign a maximum of one hundred (100) points for each proposer's presentation (interview). All of the evaluation team members' individual maximum points per proposer will be totaled and an average score will be calculated. Based on the average calculated score, the proposers will be ranked highest to lowest with an average score of

100 being the highest. The ranking will be shared with the College Staff and Leadership in preparation for the award procedures.

4.2 RFP Step-2: Selection Process /Evaluation Criteria

<i>Category</i>	<i>Weighted Valued</i>
<i>Project Approach, Value Engineering and Construction Recommendations</i>	15
<i>Cost Proposal Price per Square Foot</i>	15
<i>Preliminary All-inclusive Guaranteed Maximum Price (IGMP)</i>	15
<i>Schedule and Cost Control Methods</i>	10
<i>Project, Financial Capacity and Management</i>	10
<i>Demonstrated Knowledge of Site and Local Conditions</i>	10
<i>Relevant References</i>	10
<i>Proposed Design-Build Team Project Specific Staff and Functions</i>	5
<i>Proposal Quality</i>	5
<i>Presentation Quality</i>	5
<i>Total</i>	100

4.3 RFP Step-2: Selection Process

The College reserves the right to select proposals which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College, regardless of the rankings, provided the College enumerates the reasons for the selection. The Selection Committee shall recommend to the District Board of Trustees, in order of preference based on the most qualified rankings, the Design-Build Teams that are in the best interest of the College. The final approval of the intended award by the District Board of Trustees is required and may result in an executed agreement between the College and selected contractor. The College may otherwise terminate the selection process at any time.

4.4 Intended Award Posting

Following Step-1 and Step-2 of the Screening Selection Process, it is the sole responsibility of all proposers to visit the website <https://www.lssc.edu/dept/purchasing/> to view any public postings, the intended recommendations of award on or around the date specified in the Calendar of Events / RFQu Timeline.

5.0 RFQu Step 1 Statement Of Qualifications Requirements

5.1 Submittal Packet Format

To ensure that all Statements of Qualifications are fairly evaluated, scored, and ranked, it is very important that the Statements of Qualifications are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your Statement of Qualifications.

Statements of Qualifications should be presented in a three (3) ring binder and should be limited to not more than 40 (8.5 inch x 11 inch) pages, (excluding covers, Table of Contents, section dividers, etc.). Oversize pages will be counted as two pages. Submissions in excess of 40 pages will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process.

Written responses must be typed and shall not exceed the page limit. Responses should be prepared simply and economically providing a thorough, clear and concise delineation of all information submitted. Color displays and promotional materials are neither required nor desired. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes or corrections will be allowed after the submittal due date.

Dividers shall divide the sections **TAB A** through **TAB H**. Secondary dividers may be used at the Firm's discretion to present information clearly.

5.2 Required Information (Submittal Organization):

TAB A: Introduction: Include a letter of interest signed by an officer or partner of the responding Firm. Summarize the Firm and their qualification for various projects and identify principal(s) who will be assigned to the miscellaneous projects.

- Table of Contents
- Completed and Signed copies of the RFQu attachments, forms and applicable Exhibits. This includes acknowledgements of any addendums released. Attachments shall be provided in the order of appearance in this RFQu. Attachment A shall be the first Attachment of this section. Attachment G, Reference Form is NOT included in this TAB. See TAB G, References, for more information.

TAB B: Prequalification Criteria: If previously submitted during pre-qualification outside of this RFQ process, please resubmit copies of the information as part of this submittal packet.

Include under TAB B the following:

- **Licenses:**
Include the current copies of General Contractor's License and all applicable licenses required to conduct business in the State of Florida and Lake County. Current copy of State of Florida, Department of State, certification of incorporation. See 4.0, General Project Description, for more information.
- **List of Appropriate Licenses:** Provide a list of licenses per 4.3.2 of the Minimum Qualifications section.
- **Demonstrate Bonding Capacity:**
Include a letter from the Firm's insurer stating the Firm's bonding capacity for a single job and aggregate capacity is required. (The Firm will be required to bond on the guaranteed maximum price for each miscellaneous project).
- **Insurance:**
Provide a copy of the firms' current Certificate of Insurance.
- **Litigation Statement:**
Describe any and all litigation, major disputes, liens and contract defaults with owners/clients, subcontractors and suppliers in the last five (5) years concerning the firm and the local office, if applicable.
- **Firm's Warranty of Ability to Perform:**
Firm shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the Firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the Firm's obligations or diminish the Firm's financial ability to perform the terms of any proposed contract with the College.

TAB C: Related Design Build, Building, and/or Similar Project Experience (30%): Documented experience of the Firm in related projects similar in scope, size, purpose, and estimated budget amount.

a) List the projects, which best illustrate the experience of the Firm and current staff which is being assigned to the College's

- Name and location of the project
- The Firm's design and construction responsibility on the project
- Project owner's representative name, address, telephone and facsimile number
- Date project was completed or is anticipated to be completed
- Size of project (construction gross square feet)
- Cost of project (construction cost)
- Present status of the building
- Firm's project manager and other key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQu

TAB D: Approach to Project Management including scheduling and cost control (20%): Describe the experience, approach, philosophy and strategy to construction management as related to the project description and with an emphasis on projects within the dollar threshold of this RFQu. Include information pertaining to the following:

- Cost control through the project
- Scheduling of construction phases
- Information sharing with the client (owner)
- Conflict or problem resolution strategies
- Quality control approaches, tools, and frequencies
- Subcontractor selection
- Coordination with professional services such as architects and engineers

Tab E: Design and Construction Services Team / Project Staff, Ability and Experience, Organizational Charts (15%): Firm history, structure, personnel (including proposed project team and experience) and location.

The Firm shall name the staff that may be assigned to this design build project, describe their ability and experience and indicate the function of each within their organization and their proposed role on the projects. Identify the professional qualifications and licenses of the individuals who will be assigned to the projects. Demonstrate knowledge of the current State Requirements for Educational Facilities (SREF) and Florida Building Code, covering construction for higher education. Demonstrate knowledge of all local, state and federal codes, standards, and practices. It is the intent that the proposed staff shall be assigned to the projects unless otherwise approved by LSSC. A principal of the Firm as well as the project's management staff shall be present at the time of interview.

Give brief resumes of key persons including, but not limited to, the following:

- Name and title
- Job assignment for other projects
- How many years with this Firm - For sub-consultants, list prior projects your Firm has worked with sub-consultant
- How many years with other Firms
- Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement
- Education
- Active registrations (if any)

Tab F: Corporate Headquarters and Location for Distance to Site Responsiveness (10%)

Identify the location of the office(s) that will be providing the required services. Provide information on the staffing and resources of the main office providing the majority of services.

Identify additional offices of the Firm in the State of Florida, their staff and resources.

TAB G: References (10%): List of five (5) references with contact information and narrative description of performance specifically for the last five (5) projects of similar size, scope and complexity, budget and cost, their respective dates of completion or anticipated dates of completion and any other relevant data. Provide only five (5) references as required and use attached **REFERENCE FORM (Attachment G)** for each. Please note: Attachment G shall be provided under this TAB and NOT listed under TAB A.

The Selection Committee, at its' discretion, may contact references provided for additional information or clarification of information.

TAB H: Workload Capacity (10%): Recent, current and projected workload of the firm; ability to meet time and budget requirements.

Firm shall provide a list of outstanding projects, client names, and status of completion, dollars committed on open projects, and overall workload with other owners.

6.0 **RFP Step 2: Design Build Proposal Requirements**

The RFP will be issued as Step 2 of this RFQu competitive solicitation. The requirements and structure of the proposal responses will be outlined in the RFP document provided to the most qualified firms selected from the RFQu Step 1. The requirements and structure of the proposals will reflect the evaluation criteria provided in this document under Section III, Submittal Instructions and Competitive Selection Process, and subsection 4.0, RFP Step 2 Proposal Selection Process/Evaluation Criteria. The RFP document will include the Design Criteria Package (DCP) as well as any specific submittal instructions for the proposals. The RFP is a companion document to this RFQu solicitation and incorporates the published evaluation criteria, terms and conditions, addenda, and published contact information.

7.0 Intent to Award

Following the Screening Selection Process, it is the sole responsibility of all respondents to remain informed and current on the process by visiting the website <https://www.lssc.edu/dept/purchasing/> to view postings including the intended award.

Attachment A

GENERAL BACKGROUND INFORMATION/AUTHORIZED SIGNATORY

1. NAME AND ADDRESS OF PROPOSER/OFFEROR:			1A. TELEPHONE NO		1B. EMAIL ADDRESS	
Name:						
Address:			Area Code	7-Digit No	Area Code	7-Digit No
			1C. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)			
City	State	Zip	Name		Title	
			*Signature (Person Authorized to Sign)			Date Signed
2. REPRESENTATIONS AND CERTIFICATIONS						
STATE CERTIFIED VENDOR? Yes <input type="checkbox"/> No <input type="checkbox"/> Certification Number: _____						
(Please check one) Effective Dates: _____ to _____						
CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE)? Yes <input type="checkbox"/> No <input type="checkbox"/> Florida CMBE Certification No. _____						
(Please check one) Effective Dates: _____ to _____						
Minority Type (Code) Category: (H) African American (I) Hispanic (J) Asian American (K) Native American (M) American Woman						
_____ (OSD Minority Categories)						
<i>While the College does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non-minority qualified firms.</i>						

*Firms certify by their signature they have read and understand the conditions and specifications of this Statement of Qualifications, and they have the authority, capacity, and capability to perform to the conditions and specifications of this Request for Qualifications.

This form must be completed and returned with your RFQ submittal.

Attachment B

DRUG FREE WORKFORCE CERTIFICATION

The undersigned Proposer/Offeror in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or novo contend ere, to any violation of Chapter 893, or of any controlled substance law of the United States or any state for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

**Company
Name:**

(Print or Type Company Name here)

**Type or Print Name & Title Authorized
Representative as shown on Attachment A**

Title

**Signature of Authorized Representative
as shown above**

Date Signed

NOTARY

SEAL

DATE SIGNED

This form must be completed and returned with your RFQ submittal.

Attachment C**Affidavit Regarding Use of Coercion for Labor/Services**

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified on this form DOES NOT engage in the following:

- Using or threatening to use physical force against any person
- Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will
- Using lending or other credit methods to establish a debt by any person when labor or services are pledged
- as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward
- the liquidation of the debt, the length and nature of the labor or services are not respectively limited and
- defined
- Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported
- passport, visa, or other immigration document, or any other actual or purported government
- identification document, of any person
- Causing or threatening to cause financial harm to any person
- Enticing or luring any person by fraud or deceit
- Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person

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

Signed: _____ Date: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Phone Number: _____ Email: _____

Attachment D**DISPUTES DISCLOSURE FORM**

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

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

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

YES NO

2. Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within last five (5) years?

YES NO

If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES NO

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

**Company
Name:**

(Print or Type Company Name here)

**Type or Print Name & Title Authorized Representative
as shown on Attachment A**

Title

**Signature of Authorized Representative as shown
above**

Date Signed

This form must be completed and returned with your RFQ submittal.

Attachment E**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____

[print name of public entity]

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 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 misrepresentation.

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, nonjury 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 convicted 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 in 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 applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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 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 (ONE) 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]

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

Personally known _____

OR Produced identification _____ Notary Public - State of

(Type of Identification) _____ My commission expires

(Printed typed or stamped Commissioned name of Notary Public)

This form must be completed and returned with your RFQ submittal.

Attachment F**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER**

State or County of _____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Trustees of Lake-Sumter State College.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Signature (Officer).

Date

Printed or Typed Name

Title

Attachment G**REFERENCE FORM**

The Reference Form may be used for more than one reference. Please see the RFQ Instructions for the requested number of references.

Reference #: _____ of _____

Name of Your Company (Respondent): _____

Reference Contact Information:

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

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

Mailing Address: _____ Fax #: (____) _____

City, State, Zip: _____ Email: _____

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

Respective dates of completion or anticipated dates of completion:

Any other relevant data:

Briefly explain why this project is similar:

Attachment H

**Lake-Sumter State College
Affidavit from vendor/contractor
Regarding Human Trafficking Prohibition**

Pursuant to the requirements of Florida Statute 787.06(13) this affidavit is signed in conjunction with a contract entered into with Lake-Sumter State College, a political subdivision of the State of Florida, for goods and/or services, and the Affiant hereby states, under oath and subject to the penalties of perjury, the following.

1. That I am a duly authorized officer or representative of the entity or corporation that is listed below.
2. That the entity or corporation is a nongovernmental organization and is not recognized or defined by the State of Florida under the provisions of Florida Statute 287.138(1).
3. That the entity or corporation does not use coercion for labor or services as defined in Florida Statute Section 787.06 and is in compliance with Federal, State and Local laws prohibiting Human Trafficking, or prohibiting the utilization of labor that is the victim of Human Trafficking, including but not limited to the laws specifically referenced in this affidavit.

VENDOR/COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

**Lake-Sumter State College
Affidavit from vendor/contractor
Regarding Human Trafficking Prohibition
Continued**

STATE OF _____

COUNTY OF _____

The Foregoing instrument was acknowledged before me by meant of ()
physical evidence or () online notarization this _____ day of
_____, 202__ by _____. He/she is
() personally known to me or has produced _____
as identification.

(Signature of Notary Public)

(Print name of Notary Public)
Commission Number:

My Commission Expires

Attachment I

**Lake-Sumter State College
Scrutinized Company Certification**

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in China, Cuba or Syria.

VENDOR/COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____ Date: _____

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

Attachment J

PROJECT INTENT AND GENERAL BUILDING APPROACH STATEMENT

PROJECT INTENT:

The intent of the Design Criteria Package serves as the design-build delivery method requirements, the minimum quality requirements, and architectural schematic design of the proposed new building. The DCP Package contains site civil and architectural information but does not include landscape architecture or building engineering. The Design Criteria Professional is the creator of and interpreter of the Design Criteria Package and is required to advise the College throughout the design and construction contract.

The College wishes to develop the largest amount of new building area while maintaining the intent of the DCP Package. The Design-Builder's Architect and Engineer(s) of Record (AEOR) shall complete the construction drawings and construction specifications (signed and sealed) based on the DCP Package for a structure that includes the most amount of building area. The DCP Package building schematic design includes a 48,000 GSF structure but the Step-2 shortlisted firms shall propose a structure size they commit to and successfully design-build within the \$16,000,000 construction budget.

The project generally consists of completing the design and constructing: a new 2-story, 38,000-SF to 60,000-SF (or more), tilt-up concrete and steel framed building; site work, service yard, utilities, chiller equipment additions and the installation of new HVAC chiller lines; and other elements as intended the DCP's Design Criteria Package.

The new construction first level generally consists mostly of a large event space for community engagement, career center office, sponsor's office, and functional support spaces of approximately 24,000 GSF (DCP). Loading dock shall be located on the east end of the building and tie-into an existing access road. The second level generally consists mostly of classrooms, offices, a maker space, student collaborative area(s), conference room, and functional support spaces of approximately 24,000 GSF (DCP). The Event Space is not scheduled/designed to be completely finished to allow the DB to build as much building area that the budget can support.

Site work shall generally include earthwork and building pad, water main and fire line loop adjustment, sanitary sewer, storm sewer, chiller lines adjustment and connections, power service re-routing and service to the building, other utilities, landscaping and irrigation, concrete walkways and service areas, and other improvements indicated in the DCP Package.

The work will be further outlined in Step-2, Design Criteria Package prepared by Florida Architects, Inc., Design Criteria Professional (DCP) and will be provided in Step-2 to the shortlisted proposers after Step-1 shortlisting by the Evaluation Committee.

FORM OF AGREEMENT:**State Requirements for Educational Facilities (SREF) Design-Build****Requirements:**

This project shall comply with the Florida SREF Requirements for selection, design, and construction, in addition to other code and administrative requirements current in the State of Florida. A list of pertinent requirements will be furnished in the RFP Step 2 Design Criteria Package.

Design-Build:

Pursuant to Section 1013.45, F.S., the District Board of Trustees can use a design-build process for design and construction of educational and ancillary facilities using processes and selection criteria as described in Section 287.055, F.S. Design and construction professionals providing design-build services to the Board shall include design professionals and contractors certified, licensed, or registered to do business in Florida in conformance with Chapter 471, F.S., for engineers; Chapter 481, F.S., for architects; and Chapter 489, F.S., for contractors. The Board shall assure that design-build projects are in compliance with applicable state and federal laws and building and life safety codes. The policies and procedures for design-build processes include, as a minimum, the requirements of Section 287.055, F.S.; the selection of professionals; evaluation of professional services; certification as qualified pursuant to law and regulations of the Board; and establishment of criteria, procedures, and standards for evaluation of design-build contract proposals or bids. The Board has established a design-build selection process that is qualifications-based (Step-1), as described in Sections 287.055(3), (4), and (5), F.S., and a competitive proposal selection process (Step-2), which is described in Section 287.055(9)(c), F.S. Design-build contracts shall include a guaranteed maximum price and a guaranteed completion date. Section 287.055(9), F.S., provides that evaluations must be based on price, technical and design aspects, and weighed for this specific project. The Board has engaged a qualified Design Criteria Professional (DCP - Florida Architects, Inc.) in accordance with Section 287.055, F.S. (CCNA), who shall prepare and seal the Design Criteria Package (Step-2 schematic plans and performance specifications) for competitive proposals/bidding the project. This design professional shall be independent of the design-build entity and shall assist the Board in the evaluation of the responses or bids submitted by the design-build firms, provide overview, reviews and approval of the detailed design, construction drawings and specifications, and evaluate the project design and construction compared to the design criteria package and design intent.

Agreement:

The form of agreement between the selected Design-Build firm and the District Board of Trustees of Lake-Sumter State College shall be drafted by legal counsel for the College and shall be furnished with the Step-2 DCP Design Criteria Package. The RFQu 26-04 as executed shall be a part of the Agreement.

Design and Credits:

The Design-Builder (DB) and their professional team shall not deviate from any aspect of the Design Criteria Package without written approval from the DCP and Owner.

The Design-Builder and the AEOR shall list and credit Florida Architects, Inc. (DCP) as the “Design Criteria Professional” on ALL marketing material, promotional material, website and social media listings, and any other related materials.

The DCP will provide upon request the building schematic design to the DB in the form of a Autodesk Revit model in version 2026 digital file once the Digital File Release Form provided by the DCP has been executed and received.

GENERAL BUILDING APPROACH:Site Design:

- The final site civil engineering design, utilities, site design and permitting, site lighting, and landscape architecture, and other site improvements shall be provided by the DB/AEOR for the DCP’s and Owner’s review and approval.
- The intent of the site schematic design included in the Design Criteria Package shall not be deviated from without the written authorization from the DCP and the Owner.
- Concrete sidewalks and pavers, entrance areas, patios, loading dock area, and other improvements shall be as amplified detailed the DB/AEOR. Colors and textures of exteriors are to be proposed by the AEOR and approved by the DCP and Owner.
- Exterior lighting shall be designed by the DB/AEOR, be LED fixtures that are dimmable, programmable, and controlled through an internet accessible wireless network control system as approved by the Owner.

General Structural Approach:

- Utilize shallow concrete spread footings as recommended by the Geotechnical Engineer. The Owner has an initial Geotechnical Engineering Report which will be included in the Step-2 DCP Package. The Contractor shall engage a Florida Licensed Geotechnical Engineer to provide a more in-depth Report using the AEOR final design loads and the actual locations of the loads as determined by the AEOR. Comply with Geotechnical Engineer’s foundation and pavement design recommendations as a minimum.

- Vertical main supporting exterior wall structure to be tilt-up reinforced concrete complete with steel reinforcing, weld plates and supports, steel furring and spray foam insulation and scheduled finishes, and exterior wall textured paint/vapor barrier. The AEOR may designate specific interior walls to be of reinforced tilt-up concrete but will include metal furring and finishes as scheduled.
- Other interior walls shall be light-gauge metal framed as included in the specifications.
- The First Level shall be a reinforced concrete slab-on-grade system. The Event Space (loading and other areas as may be designated) shall be 6-inches thick. Other first floor areas shall be 4-inches thick.
- The Second Level shall be a concrete slab on metal form deck designed to provide the required fire rating. Framing will consist of long-span steel beams, steel joists, girder trusses, or combination thereof. No columns shall be in the Event Space.
- Roof structure will consist of long-span steel joists, girder trusses, or combination thereof with metal deck and either: rigid polyisocyanurate rigid insulation tapered to roof drains with recovery board and self-adhering air and waterproof membrane, or; metal deck prepared to receive spray foam insulation on the underside with recovery board and self-adhering air and waterproof membrane on exterior side or; light-weight insulating concrete sloped to drains with spray foam on the underside of the deck to meet the thermal resistance required in the Design Criteria Package as a minimum.
- Roofing is anticipated to be a reinforced single-ply membrane system as specified in the DCP Package.
- Note: An intumescent coating (for fire rating) is required on any exposed foam insulation where return air plenums are incorporated. An intumescent coating or other fireproofing material specified is required on the steel second floor structural system.

General Exterior Finish Approach:

- Tilt-Up Concrete: Particular areas/sections of the tilt-up concrete shall have form liner as shown/specified in the DCP Package. All concrete to receive a textured paint/coating system.
- Fasciae and sloped overhangs (soffits) will be metallic color coated aluminum composite panels (drainable) over fluid applied air and waterproof membrane on exterior sheathing and metal framing.
- Column wraps to be metallic color coated aluminum composite column wraps.
- Low sloped roofing membrane to be white.
- All other colors to be selected by the DB/AEOR and approved by the DCP and Owner).

Exterior openings:

- Exterior openings to be anodized aluminum storefront and/or curtainwall framing systems (color to be selected by the DB/AEOR and approved by the DCP and Owner) with impact resistant, tinted and insulated glazing system.
- The two main entrances are to have ADA automatic door operating systems. All other entrances to meet ADA entrance requirements.

Interior finishes:

- Shall be as noted and specified by the DCP in the Step-2 Design Criteria Package.
- Interior finishes will meet the College standards minimum requirements.

Other items:

- The HVAC system shall be connected to the campus central energy plant. The Plant Building has an open slot to add a 250-ton screw chiller and a cooling tower to service this new building and manifolded to the campus system to add to the overall redundancy. New chilled water lines will need to be extended from the larger pipes located near the existing Library, or back to the Chiller Plant as required by the AEOR. If the builder can adequately demonstrate that stand alone A/C units would be more efficient and or less expensive, the recommendation may be part of the proposal and the final determination on climate control mechanisms shall be made by the College after reviewing the information submitted by the builder.
- HVAC Controls shall be by Carrier, Automatic Logic.
- Fire alarm system shall be the Silent Night system tied to the campus-wide system.
- All interior lighting shall be LED type with occupancy sensors to meet the energy code, and occupied areas shall be dimmable, programmable, and on a network system.
- All exterior entrances, instructional and meeting spaces, and other designated doors shall have an electronic access control system meeting the college standards. All other locksets shall be master keyed to meet the college standards.
- All suspended acoustical ceiling tile to be 2' x 2' standard grid and have tapered tegular edges.
- All casework/millwork shall be plastic laminate clad with premium solid surface countertops and backsplashes.
- Carpet shall be cushioned backed carpet tile as specified. Vinyl flooring shall be luxury vinyl tile (LVT) planks and squares as specified in the DCP Package.
- Other criteria will be specified in the Design Criteria Package. Patterns and colors to be selected by the DB/AEOR and approved by the DCP and Owner

End of General Project Description & Design Intent Information