

**REQUEST FOR PROPOSALS
FOR
DESIGN-BUILD CONTRACTOR
LAKE TECHNICAL COLLEGE RFP #2025 – 01
KURT STREET CAMPUS RENOVATION AND EXPANSION (BUILDING 02)**

OPTIONAL PRE-BID MEETING: AUGUST 18, 2025 10:00 A.M. EASTERN TIME

BID SUBMITTAL DEADLINE SEPTEMBER 8, 2025 12:00 P.M. EASTERN TIME

BID OPENING (PUBLIC MEETING) SEPTEMBER 8, 2025 3:00 P.M. EASTERN TIME

THE SUBMITTAL SHALL BE DELIVERED TO THE FACILITY MANAGER’S OFFICE AT THE ADDRESS BELOW, IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED HEREIN. AN **OPTIONAL PRE-BID MEETING** WILL BE HELD ON **AUGUST 18, 2025, AT 10:00 A.M.** (EASTERN TIME) AT LAKE TECHNICAL COLLEGE, BOARDROOM BUILDING 1 – 2001 KURT STREET, EUSTIS, FL 32726. **ATTENDANCE AT THIS MEETING BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER IS OPTIONAL BUT ENCOURAGED.**

A DESIGN CRITERIA PACKAGE (“DCP”) HAS BEEN PREPARED BY DESIGN CRITERIA PROFESSIONAL GATORSKTCH CORP. PURSUANT TO ITS CONTINUING CONTRACT WITH LAKE TECHNICAL COLLEGE. THE DCP IS INCORPORATED BY REFERENCE INTO THIS SOLICITATION.

**Issued by:
FACILITIES MANAGER’S OFFICE
LAKE TECHNICAL COLLEGE
2001 KURT STREET
EUSTIS, FLORIDA 32726**

Date Issued: August 6, 2025



**LAKE TECHNICAL COLLEGE
BOARD OF DIRECTORS, 2025**

CHAIRMAN
VICE CHAIRMAN

CHIEF KEITH
C.A. VOSSBERG

RANKING COMMITTEE:

Jack Miller

Tonya Hefley

DeAnna Thomas

NOTICE OF REQUEST FOR PROPOSALS

RFP NUMBER: 2025 - 01

REQUEST FOR PROPOSALS

FOR DESIGN-BUILD CONSTRUCTION SERVICES

KURT STREET CAMPUS RENOVATION & REMODELING (BUILDING 02)

INTRODUCTION

Lake Technical College (the "College"), a Charter Technical Career Center operated by a not-for-profit corporation organized under the laws of the State of Florida, seeks the submittal of proposals from more DESIGN-BUILD FIRMS (within the meaning of Sec. 287.055(2)(h), Florida Statutes), interested in providing professional design and construction services to the College for a project to renovate a portion of the main campus in Eustis, Florida. The person who is awarded a contract pursuant to this RFP (the "Contractor") shall provide qualified technical and professional personnel to perform duties and responsibilities assigned under the terms hereof according to the standards and procedures that may be adopted by the College from time to time. It is anticipated that a design-build contract (an "Agreement") will be negotiated with the highest-ranked respondent, generally in the form attached hereto as Exhibit "A," which is referred to herein as the "Proposed Agreement." The Proposed Agreement is provided for informational purposes, is not intended to be an execution copy, and contains terms which are subject to change; it will be modified through the negotiation of the parties prior to execution. All Exhibits are omitted from the general form of contract and will be included as appropriate in the Agreement.

TERM:

The term of the Agreement shall run from the award until the Work has been fully performed.

WORK:

The Agreement will set forth the terms and conditions upon which the project will be undertaken by the Contractor. The obligation of the Contractor shall be to prepare a complete design of the project in accordance with the Design Criteria Package and then to perform all of the work necessary to carry out the construction of the project in accordance with the design (the "Work"). Since the cost of the project will not be known until the completion of the plans, **the College may choose not to proceed with the project.**

The selection process for this RFP is described herein. The criteria, procedures, and standards for the evaluation of design-build contract proposal is based on price, technical, and design aspects of the project, weighted for the project. An Agreement will be negotiated with the selected firm(s) in order of the ranking thus established. During contract negotiations, the College will negotiate fee schedules in accordance with the College's Purchasing Procedures, with the goal of establishing standardized rates.

Once under contract, the Contractor's performance will be evaluated at intervals in accordance with policies and procedures established in the College's Purchasing Procedures. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.

The College will consult with the GATORSKTCH CORP, the College's retained design criteria professional, concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the College of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package.

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

Contractors interested in responding may obtain an Invitation to Submit Proposals package (the "RFP Package") from Jack Miller at 2001 Kurt Street, Eustis Florida 32726.

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

All questions pertaining to this RFP should be directed to Facilities Manager Jack Miller via email or fax. Deadline for questions is **August 25, 2025**. No responses will be given to verbal inquiries. Responses to questions will be issued in the form of an addendum which must be signed by the submitter and included with the submittal. Direct questions via email to millerj3@lake.k12.fl.us.

Submittals must be received no later than **SEPTEMBER 8, 2025**, at **12:00 p.m.** EST, and must be clearly marked on the outside "RFP #2025-1."

Lake Technical College
2001 Kurt St.
Eustis, Florida 32726

I. GENERAL INFORMATION

A. PURPOSE

The Lake Technical College, a Florida not-for-profit corporation operating a charter technical career center, seeks proposals from design-build firms desiring to provide design and construction services to the College for the project described herein in accordance with the Design Criteria Package ("DCP"). The selected firm after successful negotiation, will enter into a design-build contract, defined above as the Agreement and as further described below, to provide qualified technical and professional personnel to perform duties and responsibilities described in the scope of work. The selected firm that has entered into the Agreement is referred to herein as the "Contractor." The selected firm must be licensed and qualified as a design-build firm within the meaning of Sec. 287.055, Florida Statutes.

B. SCOPE OF SERVICES

Services to be provided by the Contractor will include the design, preconstruction design and management services, construction phase design and management services, construction, and other tasks within the scope of the Agreement in accordance with the DCP.

C. CONTRACT FOR SERVICES

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

- (1) The services to be provided by the Contractor pursuant to the Agreement shall be performed in accordance therewith.
- (2) The Contractor shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure a contract pursuant to the Invitation to Submit Proposals. Also, that has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this Invitation to Submit Proposals.
- (3) The Contractor shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.
- (4) All work to be performed by Contractor shall be outlined in the Agreement.
- (5) The Agreement will provide for the fees for services, which Contractor shall charge the College and shall be scope specific.

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

- (6) The selected firm shall maintain at all times during the term of the agreement, the following minimum levels of insurance and shall, without in any way altering their liability,

obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below.

The firm will provide to the College original Certificates of Insurance satisfactory to the College to evidence such coverage as part of the RFP submittal. Lake Technical College, a Florida not for profit corporation, shall be an additional named insured on all policies related to each project performed under the Agreement other than worker's compensation and professional liability. The policies shall contain a waiver of subrogation against Lake Technical College for workers compensation and general liability. The College may additionally require, in the College's reasonable discretion, that the School Board of Lake County, Florida, be named as an additional insured.

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

1. Workers' Compensation:
 - (a) State: As required by Chapter 440, Florida Statutes
 - (b) Applicable Federal (e.g. Longshoremen's Statutory)
 - (c) Employer's Liability: \$500,000.00
2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury: \$2,000,000.00 per incident or occurrence
 - (b) Property Damage: \$2,000,000.00 per incident or occurrence
 - (c) Products and Completed Operations to be maintained for one year after final payment.
 - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable.
 - (e) General aggregate and products/completed operations aggregate of no less than \$2,000,000.00.
3. Contractual Liability:
 - (a) Bodily Injury: \$1,000,000.00 per incident or occurrence
 - (b) Property Damage: \$1,000,000.00 per incident or occurrence
4. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
 - (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage.

5. Professional Liability - The Design-Build Firm shall, during the Term of this Agreement, provide the Owner with evidence of professional liability insurance for its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$1,000,000 with an aggregate total of \$2,000,000, and Design-Build Firm shall waive its right of recovery against Owner as to any claims under this insurance. The certificate shall provide Professional Liability insurance in the amounts of \$1,000,000 per claim, with an aggregate total of \$2,000,000 for the policy period. The Design-Build Firm further agrees to maintain like coverage for a minimum of Four (4) years following the latest date of the following: completion of this Agreement, completion of construction or issuance of a certificate of occupancy. Design-Build Firm shall promptly submit certificates of insurance providing for an unqualified written notice to Owner of any cancellation of coverage or reduction in limits. In addition, Design-Build Firm shall also notify Owner by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Design-Build Firm from its insurer. Design-Build Firm shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by Owner.

(7) Contractor shall, in addition to any other obligation to indemnify the College and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to College), indemnify and hold harmless the College, their agents, elected officials and employees from and against all claims, actions, liability, losses, costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any subcontractor, anyone direct or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance governmental administration order, rule, regulation or infringement of patent rights by Contractor in the performance of work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work. If it is determined that this indemnification is within the scope of Sec. 725.06, Florida Statutes, with respect to an occurrence, it shall be limited in amount to \$1,000,000.00 per occurrence and be limited in scope to the extent set forth in that Section.

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

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

(10) Public Entity Crimes. Each respondent shall be required, pursuant to Chapter 287.133, Florida Statutes, to execute a "Sworn Statement on Public Entity Crimes" prior to the execution of a contract resulting from this Request for Proposals. By executing this

sworn statement, the respondent is affirmatively stating that neither it nor an affiliate (as defined in the statute) has been convicted of a public entity crime, and that it is not barred from entering into the contract. The respondent shall further acknowledge that any misstatement or misrepresentation of fact, lack of compliance with the statute, or subsequent conviction of a public entity crime shall result in the contract being null and void and/or subject to immediate termination by the College. In the event of such termination, the College shall not incur any liability for any work or materials furnished by the respondent.

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

(12) The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the College against any claim, suit or proceeding brought against the College which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the College in such matter.

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

II. SUBMITTAL DUE DATE AND CONTENT

A. TIME AND LOCATION

Sealed submittals consisting of one original (marked original) and four copies (marked copies) and one electronic set (submitted on a USB flash drive) must be received at the Lake Technical College's Facilities Manager's office at its main campus (2001 Kurt Street, Eustis, FL 32726) no later than 12:00 p.m., September 8, 2025.

Submittals should be addressed as follows:

Mail delivery:

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

Hand delivery:

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

Submittal envelopes should be clearly marked "RFP #2025-1"

B. OPTIONAL PRE-BID MEETING

An Optional Pre-Bid Meeting will be held AT LAKE TECHNICAL COLLEGE, BOARDROOM BUILDING 1 – 2001 KURT STREET, EUSTIS, FL 32726

The meeting is intended to clarify requirements, respond to questions, and provide additional information regarding the project scope and process.

Each Proposer is strongly encouraged to have their authorized representative attend the Optional Pre-Bid Meeting.

C. SUBMITTAL CONTENT

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

IMPORTANT NOTE:

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

Submittals must include the following minimum information:

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

(a) Title Page:

Show the name of respondent's agency/firm, address, telephone number, name of contact person, date, and the subject: "RFP #2025-1."

(b) Table of Contents:

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

Limit to one or two pages.

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

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

iii. Details:

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

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

2. Describe the firm's current and future projected workload. Describe specifically the firm's daily ability to handle each aspect of the scope of services described herein.
3. Describe the respondent, including key officers, years in business, etc.
4. Describe the specific key individuals, along with their similar experience as it relates to this College contract. Indicate the percentage of each of these individual's time that will be devoted to the contract.
5. Provide a list of all charter technical career centers, postsecondary education entities, and government entities where the firm has provided similar services during the past five years.
6. Provide a list of three references (with phone numbers) relating to recent relevant work.
7. Identify any sub-contractors and joint venturers who are to participate in providing services. This must include the respective tasks or disciplines they are to perform and evidence of their qualifications.
8. Give the location of the office from which the work is to be done and the number of professional staff employees at the office.
9. State that the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
10. Any supplemental materials which might enhance the College's understanding of the firm and its capabilities and experience.
11. Complete Table 1, Table of Main Contractor and Sub-Contractors showing Service/Discipline Responsibilities. Provide additional sheets as necessary.
12. Provide the Design-Phase Fee, which is a fixed amount as the total lump sum compensation for all Design Phase Services (as described in the Proposed Agreement), which include, but are not limited to, preparing the Construction Documents, providing value engineering services, reviewing Construction Documents for constructability,

assisting and meeting with the Owner during the various design phases, and preparing cost estimates and schedule

iv. Respondent's Certification Form; other College Forms, etc.:

The attached College forms must be completed and provided with the submittal:

1. Sworn statement pursuant to Section 287.133(3)(a), Florida Statutes, on public entity crimes.
2. Americans with Disabilities Act (ADA) disability nondiscrimination statement.
3. Business Entity Affidavit (vendor/bidder, etc. disclosure).
4. The attached, "Attachment A" (describing disciplines and specialties offered).
5. Respondent's Certification.
6. Certificates of Insurance
7. Signed Addendum

D. EFFECT OF SUBMISSION OF PROPOSALS

(1) Incurred Expenses:

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

(2) Acknowledgement:

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

(3) Request for Additional Information:

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

(4) Acceptance/Rejection/Modification:

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

(5) Addendum or Amendment to Request for Proposals:

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

(6) Economy of Preparation:

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

(7) Proprietary Information:

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

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

(8) Protest, appeals and disputes:

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

E. CONDITIONS OF SUBMITTALS:

- (1) Late Submittals- Submittals received by the College after the time specified for receipt will not be considered. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of submittals.
- (2) Completeness- All information required by the Request for Proposals must be supplied to constitute a regular submittal.
- (3) Public Closing- The names of respondents will be publicly read into the record on the 8TH day of SEPTEMBER 2025, at 3:00 p.m., in the Lake Technical College Board Room.
- (4) Award Presentation- The College's Executive Director will present to the College's Board for approval the Agreements negotiated by the Ranking

Committee with the highest ranked proposer(s), within one hundred twenty (120) calendar days from the date of opening of submittals.

III. EVALUATION COMMITTEE AND PROCEDURE FOR REVIEW OF SUBMITTALS

- (1) A committee (the “Ranking Committee”) has been established to review and evaluate all qualifications submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all submittals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee pursuant to Section 287.055, Florida Statutes. The factors to be considered by the College in making this preliminary finding of qualifications of the respondents are the capabilities, adequacy of personnel, past record, and experience of the firm or individual. Responsive and qualified responses shall be certified as such.
- (2) The College reserves the right to reject any and all submittals and to waive irregularities. The College reserves the right to seek new submittals when such a procedure is reasonably in the best interest of the College to do so.
- (3) The selection process will be conducted in two (2) phases: (1) Competitive selection – ranking of most qualified; (2) Competitive negotiations – negotiation of Contract with top ranked firms; as provided by Section 287.055, Florida Statutes.
 - (a) **Phase I – Competitive Selection-Ranking.** The evaluation factors used by the Ranking Committee for determining qualifications for ranking, include:
 - (1) Knowledge of processes and procedures for projects involving educational facilities including those financed through Florida workforce development funding, school capital outlay programs, and other similar grant programs; 20 points
 - (2) Experience with projects funded through multiple funding streams including governmental grants; 15 points
 - (3) Experience providing professional services to projects owned, managed or affiliated with a charter technical career center; 25
 - (4) Experience with design of traditional academic / workforce learning spaces that blend academic and work-based practical skills 15 points
 - (5) Management and Staffing; 15 points
 - (6) Pricing for Design Services; 10 points

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

Phase II –Competitive Negotiations.

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

including the procedures authorizing negotiation with successively ranked firms if negotiation with highest ranked firms fail.

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

IV. QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS:

A. CONE OF SILENCE:

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

provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

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

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

Proposers are strongly encouraged to attend the Optional Pre-Bid Meeting to ask questions in person and receive clarifications regarding the RFP.

B. ADDENDUM

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

C. INQUIRIES

Direct inquiries to:

Jack Miller
Facilities Manager
Lake Technical College
2001 Kurt Street
Eustis, FL
millerj3@lake.k12.fl.us.

CHECKLIST

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

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

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

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

Addendum Received: # ____ # ____ # ____ # ____ # ____ # ____ # ____

RFP #2025-1 – PROFESSIONAL SERVICES
RESPONDENTS CERTIFICATION

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

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

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

NAME OF BUSINESS

SIGNATURE _____

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS _____

CITY, STATE, ZIP CODE

(____) _____ (____) _____
TELEPHONE NUMBER FAX NUMBER

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by _____ who is ☐ personally known to me or ☐ produced _____ as identification.

NOTARY SEAL

State of _____

Print Name: _____

Commission Expires: _____

ATTACHMENT "A"

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

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

6. Based on information and brief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

Signature

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by _____ who is ☐ personally known to me or ☐ produced _____ as identification.

NOTARY SEAL

State of _____
Print Name: _____

Commission Expires: _____

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to Lake Technical College

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement)

Whose business address is: _____

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

I, BEING DULY FIRST SWORN STATE:

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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

The Rehabilitation Act of 1973, 229 USC Section 794;

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

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

Signature

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____ who is ☐ personally known to me or ☐ produced _____ as identification.

NOTARY SEAL

State of _____

Print Name: _____

Commission Expires: _____

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

I, _____, being first duly sworn state:

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

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

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

Street Address	Suite	City	State	Zip Code
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OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

Signature of Affiant

Date

Print Name

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by _____ who is ☐ personally known to me or ☐ produced _____ as identification.

NOTARY SEAL

State of _____

Print Name: _____

Commission Expires: _____

[Seal]

**DESIGN-BUILD CONTRACT
BETWEEN
LAKE TECHNICAL COLLEGE
AND
XXX**
