



June 28, 2010

MEMORANDUM

TO: District Board of Trustees

FROM: Barbara R. Sloan, President

SUBJECT: District Board of Trustees Architectural Selection Committee RFP Recommendation

Item Description:

This item requests District Board of Trustees approval of the Request for Proposal for Architectural Services.

Overview:

The District Board of Trustees approved the formation of an Architectural Selection Committee to develop a Request for Proposals document, conduct interviews of prospective A/E firms, and make a recommendation to the full District Board of Trustees. This is required since the current agreements for architectural services expires on June 30, 2010 with DAG (FPSI) and Clemons Rutherford (Main Campus).

Salient Facts:

The District Board of Trustees formed an Architectural Selection Committee to make a recommendation for the architectural services for both the Main Campus and the Florida Public Safety Institute. The members of the committee are: Trustee Kimberle Moon, Trustee Bill Hebrock, Frank Brown, Jim Murdaugh, and Tony Stallworth. This committee is charged with the following tasks: (1) prepare a Request for Proposals for architectural services for both the Main Campus and FPSI and submit them to the District Board of Trustees for approval; (2) review the submittals from the various firms; (3) conduct the interviews with the firms; and (4) make a recommendation to the full District Board for approval.

The Committee agreed to develop two requests for proposals. One RFP would be for architectural services for the Main Campus and all other Leon County TCC sites. the other RFP would be for architectural services for the FPSI, and other Gadsden and Wakulla County TCC locations.

The selection process would be conducted as outlined in chapter 287.055, F.S. described as the Consultant's Competitive Negotiations Act.

Past Actions:

The District Board of Trustees approved architectural services for all projects.

Future Actions:

The District Board of Trustees would be asked to approve annual contract agreements for these firms each year for three years. At the end of the contract terms, a new RFP process will begin for the selection for the next three year term.

Funding/Financial Matters:

The projects for these architectural services are defined as minor projects with an estimated cost not to exceed \$2,000,000 or up to \$200,000 for individual studies. For projects that exceed this threshold, the District Board of Trustees will conduct a selection process for each individual project.

The project funds are from the line item appropriations from the Legislature, Annual PECO Renovation and Remodeling funds, SBE Bond funds, Capital Improvement fees, various grants or local TCC maintenance/repair funds.

Staff Resource:

Teresa Smith

Recommended Action:

Approve the draft Request for Proposal and authorize the Architectural Selection to proceed with the process as described above.

Tallahassee Community College

Request for Proposals
for
Continuing Contract Architectural Services
For Main Campus and other Leon County Sites

RFP 2010-



Proposals Due – , 2010 @ 4:00 p.m. EST

<http://www.tcc.fl.edu/purchasing>

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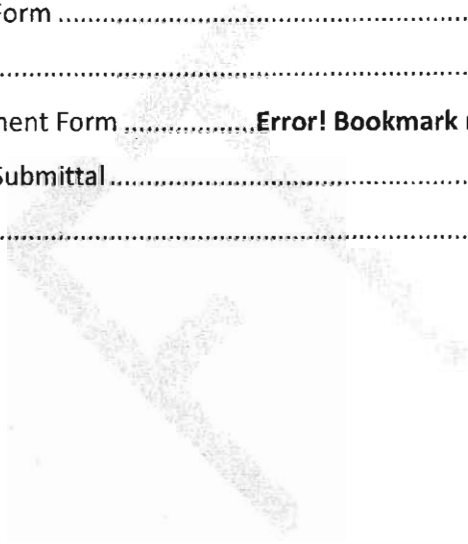
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2. **Proposal and Contact Information**

Submit Proposals To:

Tallahassee Community College
Purchasing Department
Administration Building, Room 113
444 Appleyard Drive
Tallahassee, FL 32304-2895

Contact Information:

Daphne Clack, Purchasing Technician
Email: (clackd@tcc.fl.edu)
Phone: 850.201.6089

Location:

Tallahassee Community College
Purchasing Department
444 Appleyard Drive
Tallahassee, FL 32304-2895
(850) 201-8520 – Phone
(850) 201-8506 – Fax

RFP Title:

ARCHITECTURAL SERVICES

RFP No.:

RFP 2010-

Commodity Code:

SERVICES

Proposal Due Date and Time:

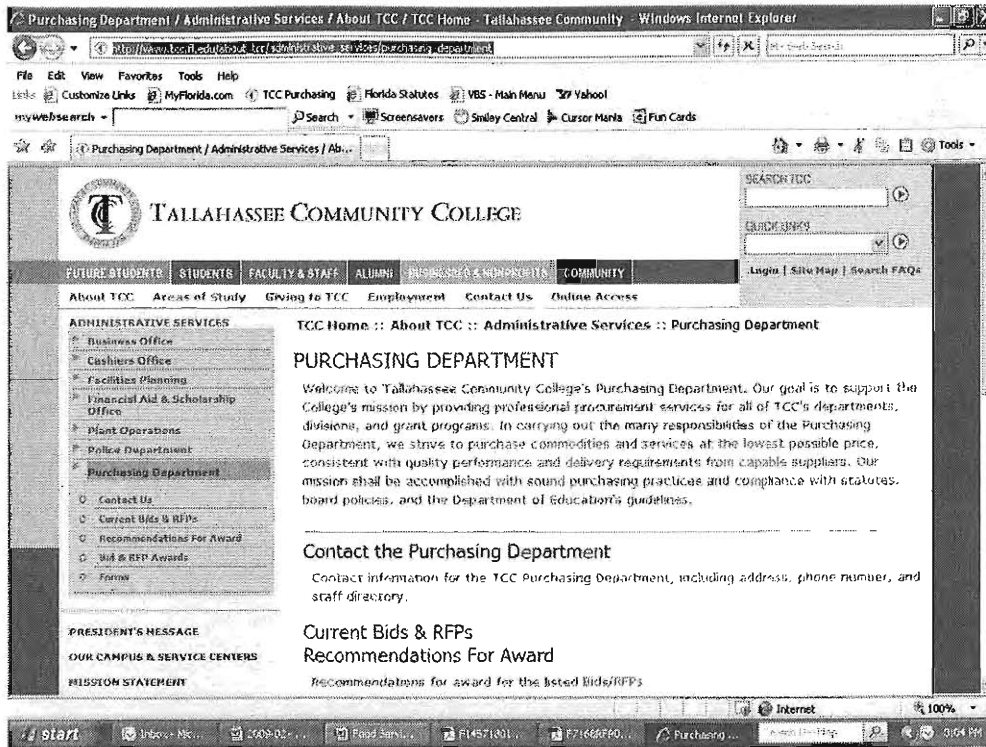
 , 2010 @ 4:00 p.m. EST

Issue Date:

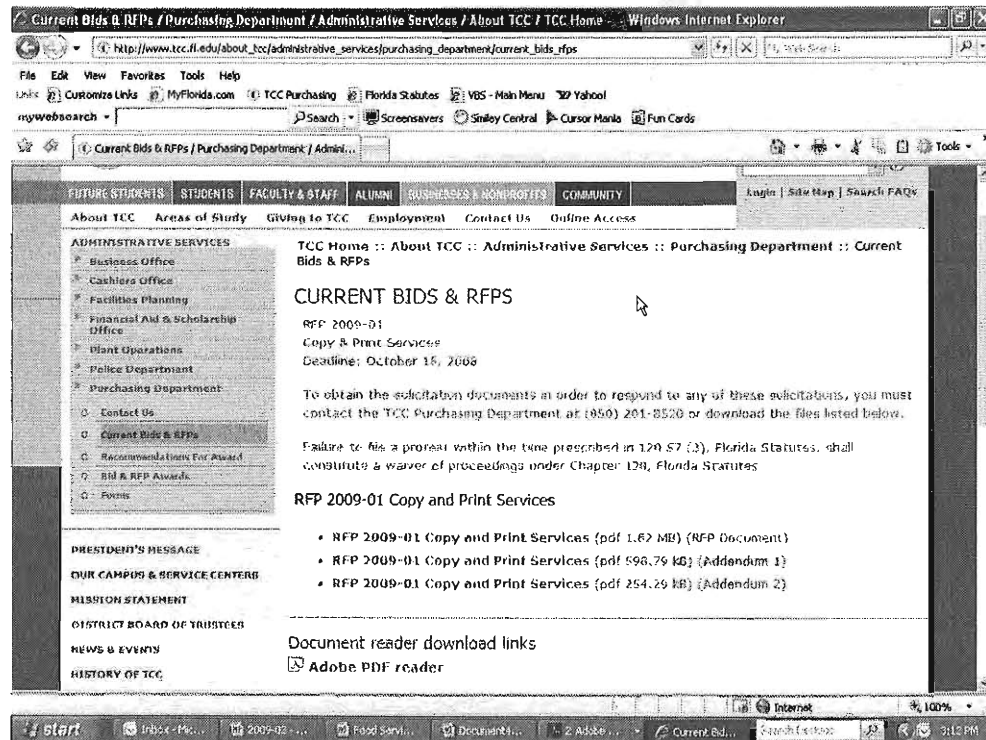
 , 2010

3. TCC Purchasing Department's Website

<http://www.tcc.fl.edu/purchasing>



TCC Purchasing Department's Website: CURRENT BIDS & RFP'S



4. Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the College finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time.

CALENDAR OF EVENTS		
DATE	TIME	ACTION
, 2010		Release of RFP to Public, Posted on VBS
, 2010	See RFP Section XLI for Schedule	Non-Mandatory Site Visit
, 2010	5:00 p.m.	Last day for Written Inquiries and Notice of Intent to Propose
, 2010		Anticipated date that answers to Written Inquiries will be posted on TCC's Website
, 2010	4:00 p.m.	Proposals Due
, 2010	4:00 p.m.	Proposal Opening, including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
, 2010		Anticipated commencement of proposal evaluations
, 2010		Anticipated Recommendation to the Board of Trustees for Approval
, 2010		Anticipated Commencement of Contract

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5. **Definitions**

1. Definitions

- I. **Breach of Contract**: The condition of the relationship between the College and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this RFP.
- II. **CD/CD-R**: A recordable compact disc format.
- III. **Contract Non-Compliance**: Failure to meet or comply with any requirement or term of the Contract.
- IV. **Contract Services**: Where used herein, refers to those services provided by a private contractor to the College, as described in this RFP document and pursuant to an executed contract.
- V. **Contract**: The agreement resulting from this RFP between the Successful Proposer and the College.
- VI. **Contractor**: The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
- VII. **College**: Tallahassee Community College referred to in this RFP document as "TCC", "College" or "the College."
- VIII. **Desirable Conditions**: The use of the words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Proposal.
- IX. **Evaluation Team**: Identified by the Vice President of Administrative Services and Chief Financial Officer to evaluate the responses and make a recommendation for award in the best interest of the College.
- X. **Mandatory Responsiveness Requirements/Fatal Criteria**: Terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- XI. **Minor Irregularity**: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the College.
- XII. **PDF**: Portable Document Format (PDF) is a file format created by Adobe Systems.
- XIII. **Proposals**: An offer in response to a RFP.
- XIV. **Proposer**: Company/person, which submits a proposal. An Offeror.
- XV. **RFP**: Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.
- XVI. **Subcontract**: An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the College under the terms of the Contract resulting from this RFP.
- XVII. **Successful Proposer/Contractor**: The entity that will be performing as the contractor under any contract resulting from this RFP.
- XVIII. **Vendor, Offeror, Proposer or Contractor**: A legally qualified corporation, partnership or other entity submitting a proposal to the College pursuant to this RFP that will be performing as the Contractor under any resultant contract.

6. General Conditions, Instructions & Information for Proposers

I. Contact

Any questions concerning this RFP shall be directed to Dalphine Clack or Jerry Schilling at the Purchasing Department as indicated in Section 2 - Proposal and Contact Information page. To ensure prospective proposers are presented the same information, all proposers are hereby instructed to contact only the staff members designated as resources for this RFP in Section 2 – Proposal and Contact Information. Any other staff contact could create confusion or misinformation and may be cause for disqualification.

Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The College will not be bound by oral responses to inquiries or written responses other than by addenda.

II. Proposal Submission

The College will receive proposals at the address listed in Section 2 - Proposal and Contact Information page. The outside of the sealed envelope/container must be identified as follows:

- ✓ Proposer's name
- ✓ Return address
- ✓ RFP number and title
- ✓ Due date and time

All documentation produced as part of this solicitation shall become the exclusive property of the College and may not be removed by the Proposer or returned to its agents. The College shall have the right to use any or all ideas or adaptations of the ideas presented in any proposal. Selection or rejection of a proposal shall not affect this right.

III. Number of Copies

Proposers shall submit **five (5) original hardcopies** and **one (1) Compact Disc (CD) in PDF format** of the complete proposal, with all supporting documentation in a sealed envelope/container marked as noted above. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Evaluation Team.

IV. Due Date/Time

The time and date will be scrupulously observed. Proposals must be received in the College Purchasing Department by the deadline. **Proposals and unsolicited amendments to proposals received after the specified time and date shall not be evaluated.** The College will not be responsible for late deliveries or delayed mail. The time clock located at the Purchasing Department shall serve as the official authority to determine lateness of any proposal. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Standard Time. The proposer may submit the proposal in person or by mail/courier service. Faxed or electronically sent proposals will not be accepted. **Proposers are cautioned that all incoming mail to the College is received by the College's Central Mail Department prior to its distribution to the individual departments. Therefore, at least a 24-hour distribution delay should be considered when mailing the proposals. The College cautions proposers to assure actual delivery of mail or hand-delivered proposals prior to the deadline set for receiving proposals.** Telephone confirmation of timely receipt of the proposal may be made by calling The Purchasing Department at (850) 201-8520.

V. Proposer Email Registration

Proposers who desire to obtain electronic documents regarding the College's RFP's must officially register their email address with the Purchasing Department in order to be placed on an email mailing list for any forthcoming addenda or official communications. **An email sent to the names listed in Section 2 - Proposal and Contact Information referencing this proposal will serve as officially registering.** The College shall not be responsible for providing addendum to proposers who receive RFP documents from other sources. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have submitted a Proposal without an addendum acknowledgement form (see Attachment H, Addendum Acknowledgement Form) for the most current addendum.

VI. RFP Documents

To obtain the RFP documents in order to respond to this RFP, contact Dalphine Clack or at clackd@tcc.fl.edu, or by phone at (850) 201-8520 or online at: <http://www.tcc.fl.edu/purchasing>

VII. Public Opening

Proposals shall be received by the Purchasing Department by the specified time and date. Proposals will be reviewed by the College staff to determine if they comply with the mandatory responsiveness requirements/criteria listed in this RFP. This will be a yes/no review and recording, conducted by the College Purchasing staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsiveness requirements will render a response non-responsive and result in rejection of the entire response. No points will be awarded for passing the mandatory responsiveness requirements.

A public opening of the proposals for this RFP will occur as listed in Section 4 - Calendar of Events in Room 115 (Eagle Conference room) of the Hinson Administration Building. Persons with disabilities needing assistance to participate in the public opening should call the Purchasing Department at least 48 hours in advance of the public opening.

VIII. No Bid/Proposal

If not submitting a Proposal, vendors are asked to submit a **Statement of No Proposal Submittal (Attachment I)** and give the reason(s) in the space provided.

IX. Delays

The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify proposers of all changes in scheduled due dates by written addendum.

X. Proposal Withdrawal

Proposers may withdraw their proposals by notifying the Purchasing Department in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license). Once opened, proposals become the property of The College and will not be returned.

XI. Additional Information

No additional information may be submitted, or follow-up performed by any Proposer after the stated due date, unless specifically requested by the College.

XII. Inquiries

All proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Purchasing Department in writing by the Calendar of Events, Last Day for Written Inquiries. Failure to do so, on the part of the proposer will constitute an acceptance by the proposer of any subsequent decision. Any inquiries or questions concerning the intent, meaning and interpretations of this RFP shall be requested in writing, to be received by the contact person in the Purchasing Department, by the date listed in the Calendar of Events, Last day for Written Inquiries and Notice of Intent. An addendum with answers on all received questions will be mailed or emailed to the Proposer by or on the date listed in the Calendar of Events, Anticipated Date that Answers to Written Inquiries will be posted the College's Website.

XIII. Addendum

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum (**Attachment H – Addendum Acknowledgement Form**) to all proposers who received a RFP package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department prior to submitting a proposal to make sure they have not missed any issued addendums.

The College will also post all addenda and materials relative to this procurement on The College's Purchasing website: <http://www.tcc.fl.edu/purchasing>. **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.**

Note: Vendors cannot download documents from the Vendor Bid System, but documents may be downloaded from TCC's Purchasing website.

XIV. Posting of Award

The College anticipates award to the Proposer who submits the proposal judged by the College to be the most advantageous to the College. Final approval of the proposal shall be by TCC's District Board of Trustees at a regularly scheduled public meeting. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the College, and executed by both parties.

XV. Responses

The College prefers to receive a minimum of three (3) responses to solicitations for commodities and services. Therefore, if three responses are not received by the deadline, the deadline may be extended, or the solicitation for responses may be re-initiated.

XVI. Termination

If the awarded contract is terminated or cancelled, the College may elect to negotiate and award the proposal to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the College. If the provider is not performing within the terms and conditions set forth by Tallahassee Community College, the Vice President of Administrative Services and Chief Financial Officer will notify the provider that the contract will be terminated as instructed below. The obligations of the College under this award are subject to the terms and conditions established by the Legislature of the State of Florida.

a. Termination at Will

The Contract resulting from this RFP may be terminated by the College or the Contractor upon no less than sixty (60) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return

receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

b. Termination because of Lack of Funds

In the event funds to finance the Contract resulting from this RFP become unavailable, the College may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The College shall be the final authority as to the availability of funds.

c. Termination for Cause

The integrity, reliability and qualifications of a bidder or proposer, with regard to the capability in all respects to perform fully the contract requirements, shall be determined by the College prior to the award of the contract and shall be monitored by the College throughout the contract term.

Default – If a vendor is in default on any contract awarded, the College shall follow the procedures contained herein:

(a) The College shall notify, in writing, any vendor who fails to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure (such reasonable time should not generally be less than 10 days after receipt of such notice).

(b) Unless the vendor corrects its failure to perform within the time provided, or unless the College determines on its own investigation that the vendor's failure is legally excusable, the College shall find the vendor in default and shall issue a second notice stating (i) the reasons the vendor is considered in default, (ii) that the College will repurchase or has repurchased the commodities or services.

The foregoing provisions do not limit, waive or exclude the College's remedies against the defaulting contractor at law or in equity.

d. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act, shall be grounds for unilateral cancellation of the Contract resulting from this RFP.

XVII. Minority and Women Owned Businesses

Minority and Women Owned Businesses are encouraged to participate in all solicitations for responses conducted by the College. Category definitions may be reviewed in Chapter 288.703 of the Florida Statutes. Penalties for falsification and/or discrimination may be reviewed in Chapter 287.094. **See Attachment D, Minority and Women Owned Business Declaration Form.**

XVIII. Proposal Preparation Costs

Neither the College nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP. Proposing firms shall pay all costs associated with the preparation of the proposals including the cost of any visits to the campus.

XIX. Accuracy of Proposal Information

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

XX. Disqualification

The College reserves the right to disqualify responses, before or after opening, upon evidence that the proposer is not qualified by experience, is not in a position to do work specified and in the time allotted, or upon evidence of collusion with intent to defraud, or other unethical or illegal practice. The College also reserves the right to disqualify responses from firms or individuals who have in the past failed to meet the specifications, requirements, or expectations of past or present agreements, contracts, or awards for products and/or services.

XXI. Attorney's Fee

In the event the proposer breaches the contract between the proposer and the College or the specifications of this RFP, and the College is required to take legal action to resolve the breach, or to recover any monies which may be due hereunder, then, and in those events, the proposer shall pay all costs for such legal action or collection, including reasonable attorney's fees, court costs, discovery costs and any other costs related to this action.

XXII. 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 \$25,000.00) 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 RFP proposal forms, Proposers attest that they have not been placed on the "Convicted Vendor List".

XXIII. Public Records

All proposals/solicitations become "public records" and shall be subject to public disclosure consistent with Chapter 119.071 (1)(b) and Chapter 119.071 (1)(c), Florida Statutes. Bidders are cautioned that Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes.

NOTE: If Proposer believes any of their material(s) are exempt from disclosure and public records, they must identify specifically any information contained in their proposal, clearly segregate and mark that information, specify the Florida Statute which they consider to be exempt from disclosure, citing specifically the applicable exemption law and briefly describe in writing the grounds for claiming exemption from the public records law. A general notation that information is "Confidential" will not be sufficient. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.07, Florida Statutes **if not** identified as noted above. This includes material that the responding Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Florida Statutes. In no event shall the College or any of its employees or agents be liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

XXIV. Acceptance/Rejection

The College 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. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College 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 the College's opinion, is not in a position to perform properly under the award. The College reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

XXV. Joint Ventures

Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements **must** submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFP.

XXVI. Protests

Any notice of protest or formal written protest to the award or intended award which is filed before the proposal tabulation posting, is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3)(b), Florida Statutes.

Failure to file a protest within the time prescribed in 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

XXVII. Compliance

All proposers are required to comply with all Federal, State and Local laws, codes, rules, regulations, ordinances, and policies of the District Board of Trustees of Tallahassee Community college which may be applicable to the action or operation of this RFP. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), OSHA regulations, all Civil Rights legislation, and all employment and minimum wage laws.

XXVIII. EEO Statement

The College is committed to assuring equal opportunity in the award of contracts and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin or gender.

XXIX. Conflict of Interest

All proposers must disclose with the proposal the name of any officer, director, agent who is also an employee of TCC or member of TCC's District Board of Trustees. All proposers must disclose the name of any TCC employee or member of TCC's District Board of Trustees employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm.

XXX. Affirmation

By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract. See **Attachment G – Vendor Signature Sheet**.

XXXI. Request for Proposal Terms

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm and submitted with the completed RFP. Each responding firm shall submit only one proposal. All proposals received shall remain firm for a period of one (1) year after the date specified for the receipt of the proposals. See **Attachment G – Vendor Signature Sheet**.

XXXII. Purchasing Agreements with other Public Agencies

The submission of any proposals in response to this RFP also constitutes a proposal made under the same terms and conditions, for the same contract price, and for the same effective period as this proposal, to other public agencies within Florida. This in no way restricts or interferes with the right of any public agency to re-bid any or all items.

Should a public entity desire to utilize the awarded contract, and make an award thereof, the entity shall do so independently of the College, shall be responsible for its own purchases, shall be liable only for materials and/or services ordered and received by it and does not assume any liability by virtue of this proposal.

XXXIII. Licenses

It shall be the sole responsibility of the contractor to obtain and maintain, at no additional cost to the College, any and all licenses as required by all federal, state, county, municipal and local governments.

XXXIV. Indemnification

The vendor agrees to indemnify, defend and save harmless Tallahassee Community College (the College) and the TCC's District Board of Trustees, against any and all claims or actions of any nature whatsoever, including, but not limited to, damages to property, injuries, or death arising out of any of the operations of the vendor.

The successful proposer agrees, by accepting the award of this RFP, to the following hold harmless agreement:

During the term of this contract, the vendor shall indemnify, hold harmless, and defend the District Board of Trustees of Tallahassee Community College and Tallahassee Community College, from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the Board, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded, thereon, arising or alleged to have arisen out of the products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury or death to a person, group or organization, whether employed by the vendor or by Tallahassee Community College.

XXXV. Authority to Practice

The vendor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner. The vendor will and hereby does warrant and guarantee that they will perform the work required by this contract in a workmanlike manner. The quality of work performed under this contract will equal or exceed the norm for the trade.

XXXVI. Federal and State Taxes

Tallahassee Community College is exempt from Federal Tax and State Sales and Use Tax. Upon request, the College will provide an exemption certificate to the vendor. The vendor shall not be exempt from paying sales tax to its suppliers for inventory, materials, supplies, equipment, and services to fulfill contractual obligations with the College, nor shall the vendor be authorized to use the College's Tax Exemption Number in securing such inventory, materials, supplies, equipment, and services. The vendor shall be responsible for all associated taxes. The vendor shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes and benefits.

XXXVII. Mandatory Responsiveness Requirements/Criteria

The College shall reject any and all proposals that do not meet mandatory responsiveness requirements as defined below:

Mandatory Responsiveness Requirements are those terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

XXXVIII. Right to Reject Proposal Submissions and Waiver of Minor Irregularities

The College reserves the right to reject any and all Statement of Qualifications and/or Technical Response/Service Delivery Narrative or to waive minor irregularities when to do so would be in the best interest of the College. Minor irregularities are defined as a variation from the Request for Proposal terms and conditions which does not affect the price proposed, or give the Proposer an advantage or benefit not enjoyed by other proposers, or does not adversely impact the interests of the College. At its option, the College may correct minor irregularities but is under no obligation to do so whatsoever.

XXXIX. Site Visit and Proposers' Conference

a. The College Site Visit

There will not be a Site Visit scheduled for this RFP.

b. Proposers' Conference

There will not be a Proposers' Conference scheduled under this RFP.

XL. Intent to Propose

In order to plan for a timely and efficient review process, Notice of Intent (NOI) to propose is requested by the date specified in Section 4 - Calendar of Events. The College understands that the submission of a NOI is non-mandatory, or a commitment to submit a proposal, nor is information contained therein considered binding on the submitter. Proposers are requested to submit a letter, email or fax to the Contact persons listed in Section 2 - Proposal and Contact Information. Please provide the following information:

- ✓ **Your company's name, contact person(s), physical mailing address, phone & fax numbers, and E-mail address with a note stating you plan to submit a proposal.**

Note: Although a proposal may be submitted without an NOI, proposers should be aware that any revisions/clarifications/supplemental instructions to this RFP will be issued in a written addendum(s) to the proposers who have returned NOIs.

XLII. College Required Scope Changes

During the term of the Contract, the College may unilaterally require, by written notice, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The College may make an equitable adjustment, (i.e. increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Contractor will be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The College shall endeavor to provide written notice to the Contractor thirty (30) days in advance of any College-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the services as specified herein.

XLIII. Other Requested Changes

In addition to changes in State or Federal laws, rules and regulations, College policies, these rules and regulations may change. Such changes may impact the College's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes. Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

XLIV. Contractor/Vendor/Proposer's Personnel

The proposer shall conduct its operations in an orderly manner so as not to annoy, disturb, or be offensive to patrons or other visitors in the facility where the proposer is providing services. All proposers' employees shall wear an appropriate uniform as well as a nametag specifying the name of the employee and the proposer's company name.

It is understood and agreed between the College and proposer that the intent of this agreement is that the proposer shall provide a service. In providing this service, the College requires that the proposer's employees, servants and agents conduct themselves in a manner that does not discredit the College.

The proposer shall immediately remove any of its agents, servants, and employees from the College's premises when requested to do so by the College's representative. Any and all such removals shall be in the name of the proposer and the responsibility, therefore, shall be assumed by the proposer.

Extreme care shall be taken to safeguard all existing facilities, site amenities and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the proposer and shall be repaired and/or replaced immediately at no additional cost to the College.

XLV. Project Manager

The project manager assigned by the proposer may be interviewed and accepted by the College prior to assuming managerial responsibilities. The project manager shall continue service only so long as the project manager's work is acceptable to the College. If not acceptable, the project manager shall be removed after a thirty (30) day written notice from the College.

XLV. Discriminate

The proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin.

XLVI. Signs

The proposer shall not erect, maintain, or display any signs or any advertising material without prior written approval of the College.

XLVII. Debts and Encumbrances

The College shall not be liable or be required to pay any debts, claims, and encumbrances of the proposer or proposer's company incurred during the term of this agreement.

XLVIII. Credits

The proposer further covenants and agrees it will not in any manner use the credit of the College in connection with its said business or affairs. The proposer further covenants and agrees it will purchase goods and sign contracts only in its own name and at its own cost and expense.

XLIX. Administrative Purposes

For administrative purposes throughout this document, the College is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a proposal to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the College will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

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7. Scope of Services Sought

I. Background

Since 1966, Tallahassee Community College has offered high-quality post-secondary education for the citizens of Leon, Gadsden and Wakulla counties, along with students from throughout the state, nation and abroad. With excellent academic support and classroom facilities and Web-based classes, TCC offers a variety of instructional methods to ensure student success.

The College has grown from one building and 698 students in 1966 to become an important provider of post secondary education within Gadsden, Leon and Wakulla counties with more than 14,000 students.

In addition to providing service to the three-county area, the College is the institution of choice for many academically talented students in the state. The College's athletic teams, the Eagles, enjoy a high level of achievement in men's and women's basketball, baseball, and softball.

II. Overview

The Tallahassee Community College (College) invites proposals to provide professional architectural services for minor projects for the Main Campus of Tallahassee Community College and other Leon County sites as per Section 287.055, Florida Statutes. The selected firm will provide professional services for each individual project up to \$2,000,000 and for each individual study up to \$200,000 for a term not to exceed three years.

III. Statement of Purpose

The Request for Proposal (RFP) is issued for the purpose of soliciting proposals from qualified architectural firms to provide architectural /engineering services for minor construction, renovation and remodeling projects at the TCC Main Campus and other Leon County sites. These projects shall not exceed \$2,000,000 in cost for each individual project or \$200,000 for each individual study requested by the College.

IV. Term of Contract

It is anticipated that the initial term of any Contract Agreement resulting from this RFP shall be for one (1) year. If it is deemed to be in its best interest, the College has the option, not the obligation, to renew the contract. The renewal shall be on a yearly basis of not more than two additional (1) year terms, predicated on satisfactory performance by the firm during the initial term. This contract may be canceled anytime by either party subject to a sixty (60) day written notice.

NOTE: The effective start date of the contract resulting from this RFP will be as mutually agreed upon.

V. Permits, Licenses and Insurance Documentation

The Contractor shall have and at all times material to the resultant contract, maintain current copies of all required state and federal licenses, permits, and registrations.

Prior to commencement of contract, the successful vendor shall provide the following:

The Board of Trustees, Tallahassee Community College, Florida shall be named as additional insured on all policies.

✓ Schedule of Insurance

Each party shall maintain employer's liability insurance (in the United States typically Coverage B of a workers' compensation policy) with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident; (ii) \$1,000,000 for bodily injury by disease; and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors related to this agreement maintain similar employer's liability coverage.

Each party shall maintain general liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per occurrence for bodily injury or property damage; (ii) \$1,000,000 per occurrence for products or completed operations; and (iii) \$2,000,000 annual aggregate for products or completed operations' claims as set forth in Section 768.28, Florida Statutes. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insured. Each party shall also require that all of its subcontractors related to this Agreement maintain similar general liability insurance.

As to any insurance required by this agreement, a certified copy of each of the policies or a certificate evidencing the existence thereof, or binders, shall be delivered to the College within thirty (30) days after the award of this contract. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each copy of certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving thirty (30) days written advance notice thereof to the College's representative. A renewal policy or certificate shall be delivered to the College at least thirty (30) days prior to the expiration date of each expiring policy. If at any time the policies become unsatisfactory to the college, the contractor shall promptly obtain a new and satisfactory policy in replacement. If determined necessary by the College representative, the contractor shall deliver to the college representative, upon demand, the original of any policy required herein for review and upon completion of said review, said policy shall be returned to the contractor.

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8. Instructions for Preparing Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions contained in the Proposal Submission Requirements (with particular emphasis on the **Mandatory Responsiveness Requirements**).

Proposals are due at the time and date specified in the Calendar of Events, Proposals Due/Proposal Opening, Including Review of Mandatory Responsiveness Requirements (Fatal Criteria) and shall be submitted to Tallahassee Community College, Purchasing Department, Administration Building, 444 Appleyard Drive, Tallahassee, FL 32304. Proposals received late will not be considered and no modification by the proposer of submitted proposals will be allowed. No College staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

Before award, the College reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any proposer deemed eligible for contract award. Failure to provide requested information may result in rejection of the proposal.

The College shall not be obligated to pay for information obtained from or through any proposer prior to entering into a contract with the successful proposer. Once opened, proposals become the property of the College and will not be returned to the proposers.

I. Proposal Format

This section prescribes the format in which the proposals are to be submitted. There is no intent to limit the content of the proposals. Additional information deemed appropriate by the Proposer may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for proposals.

Proposals should be limited to a page size of **eight and one-half by eleven inches (8.5" x 11")**. Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All proposals must contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Transmittal Letter with Executive Summary"), such that the evaluation Committee can easily turn to "Tabbed" sections during the evaluation process.

II. Mandatory Responsiveness Requirements/Criteria

The following terms, conditions, or requirements must be met by the Proposer to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any

proposal rejected for failure to meet responsiveness requirements will not be further reviewed. Note: All rejected proposals will not be returned but retained at the Purchasing Department.

Note: It is Mandatory the Proposers shall submit five (5) original hardcopies, two (2) additional copies and one (1) Compact Disc (CD) in PDF format of the complete proposal, with all supporting documentation in a sealed envelope/container marked with the Proposer's name, return address, RFP number, title, due date and time.

III. Proposal Submission Requirements - Mandatory

a. Tab 1 – Transmittal Letter with Executive Summary

The Proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the proposer's method of delivering the required services in compliance with the minimum requirements and Scope of Service outlined in the RFP. The synopsis shall contain sufficient detail addressing all elements of the required services and shall be prepared in such a manner that will clearly indicate the proposer's understanding of, and intent to comply with, the requirements set forth in the RFP. The Transmittal Letter with Executive Summary shall be signed by a representative of the proposer authorized to bind the corporate entity submitting the proposal and shall be inserted under **Tab 1** of the Proposal.

The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

- i. Information indicating that the Proposer is a corporation or other legal entity, if applicable.
- ii. Information indicating whether the Proposer intends to utilize sub-consultants and if so, the name, component/type of work to be performed and FEID number of all sub-consultants that will be utilized (for other than direct service delivery) shall be submitted with the proposal document. Use of sub-consultants must be in accordance with this Proposal.
- iii. Information on the proposed project team identifying each team member, skills, background, technical achievements and experiences.

The proposer shall also provide the following:

- iv. A statement from any proposed subcontractor acknowledging acceptance of and intent to be bound by the Contract terms to be included in the College's Contract should the proposer be awarded a Contract resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.
- v. Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). In addition, the Proposer's document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any sub-consultants proposed will also be licensed to do business in Florida.

- vi. The Proposer's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.
- vii. A statement disclosing the name of any officer, director, employee or other agent who is an employee of TCC or a member of TCC's District Board of Trustees who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no, a statement to that effect, as applicable, shall be provided.
- viii. A statement affirmatively certifying that the Proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
- ix. The Proposer's e-mail address or a statement certifying that an e-mail address will be available for the firm's Representative by the start date of any contract resulting from this RFP.
- x. The proposer shall provide for both the firm and firm's personnel, copies of any and all documents regarding complaints filed (civil, criminal and/or regulatory), investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past ten (10) years.
- xi. Proposer shall also indicate whether firm or firm's personnel have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning such findings or other charges of fraud, or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer shall provide copies of all records in this regard and shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

b. Tab 2 – Proposer's Business/Corporate Background - Mandatory

The Proposal shall include a (narrative) synopsis of the Proposer's Business/Corporate background and past education and experience addressing the following requirements and insert under Tab 2 of this Proposal.

- i. **Business/Corporate Background**
The background of the Proposer and each subcontractor (if subcontracting is indicated), which, at a minimum, shall include:
 - a) Date established;
 - b) Ownership (public company, partnership, subsidiary, etc.);
 - c) Primary type of business and number of years conducting primary business;
 - d) List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable; and
 - e) National accreditations, memberships in professional associations or other similar credentials.
 - f) Proof of higher education experience.

- ii. A list of all current contracts. If voluminous, at least 10 contracts related to the scope of service shall be listed. The list shall include names of the entity contracted with, addresses, phone numbers, e-mail addresses, name of Contact or senior official responsible for the Contract.
- iii. A list of contracts the proposer has provided services under that were terminated or cancelled prior to original expiration date by any party or for which proposer requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the proposer shall provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract.
- iv. Summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state, or other regulatory agency against the proposer, proposer's corporate staff, or any entity affiliated with the proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the proposer's entity including work as a partner, joint venture or subcontractor (proposer shall identify the amount of any payments or fines imposed in regard to any of the foregoing).
- v. Summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operation experience (i.e., specialized accreditations, grant awards, etc.).

Note: The College reserves the right to use all information provided in determining responsibility of vendor, as well as any other information the College may obtain through any means that bears on the issue of responsibility.

c. Tab 3 – Questionnaire

The proposer shall complete and return Attachment B – Questionnaire of this RFP and insert under Tab 3 of the Proposal.

d. Tab 4 – Drug-Free Work Place Form - Mandatory

The proposer shall complete and return Attachment C – Drug-Free Work Place Form of this RFP and insert under Tab 4 of the Proposal.

e. Tab 5 – Minority & Women Owned Business Declaration Form - Mandatory

The proposer shall complete and return Attachment D – Minority & Women Owned Business Declaration Form of this RFP and insert under Tab 5 of the Proposal.

f. Tab 6 - W-9, Request for Taxpayer Identification Number and Certification Form - Mandatory

The proposer shall complete and return Attachment E – W-9, Request for Taxpayer Identification Number and Certification Form of this RFP and insert under Tab 6 of the Proposal.

g. Tab 7 - Other Required Forms –Mandatory

TCC's Vendor Application Form

The proposer shall complete and return Attachment F – TCC's Vendor Application Form of this RFP and insert under Tab 7 of the Proposal.

Vendor Signature Sheet

The proposer shall complete and return Attachment G – Vendor Signature Sheet of this RFP and insert under Tab 7 of the Proposal.

h. Tab 8 - Proposer's Financial Statement - Mandatory

The purpose of this subsection is to provide the College with a basis for determining the proposer's financial strength, competence and experience.

Unless otherwise stated, the proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under Tab 8.

- i. The most recently issued audited financial statement (or if unaudited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant). All statements shall include the following for the most recently audited (immediate past) year:
 - ii. auditors' reports;
 - iii. balance sheet;
 - iv. statement of income;
 - v. statement of retained earnings;
 - vi. statement of cash flows;
 - vii. notes to financial statements; and any written management letter issued by the auditor to the management, the board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses in internal control or reportable conditions otherwise to report.

Failure to provide any of the aforementioned financial information may result in proposal disqualification.

NOTE: The College acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The College also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the College in determining whether the proposer has the financial capability of performing the Contract to be issued pursuant to this RFP. The proposer MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the proposer itself.

All documentation provided will be reviewed by the college and should, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability. The proposer shall include the Financial Statement and insert under Tab 8 of the Proposal.

i. Tab 9 – Staffing and Personnel - Mandatory

Staffing and Personnel:

The Proposal shall include a consolidated personnel/staffing plan that includes, but is not limited to:

- ✓ Brief job profiles and descriptions for staff members who will serve this account.
- ✓ Resumes for proposed project management team for this account. Also include resumes for the Principals of the firm and any other personnel with responsibility or support functions with this account.

The proposer shall include the Staffing and Personnel and insert under Tab 9 of the Proposal.

j. Tab 10 – Education Architectural Design Experience – Mandatory

Experience: Provide a minimum of ten (10) references where the firm was the lead architect. These projects should be similar in nature to the type of work for the continuing contracts for TCC. Include contact information for the owner's project representative, name of project, project budget, completion date, etc.

k. Tab 11 – Addendum Acknowledge Form - Mandatory

It is **mandatory** that the proposer complete and return all **Addendum Acknowledgement Form(s)** if issued for this RFP and insert under Tab 11 of the Proposal.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received a RFP package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department prior to submitting a proposal to make sure they have not missed any issued addendums.

The College will also post all addenda and materials relative to this procurement on the Purchasing website: <http://www.tcc.fl.edu/purchasing>. Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

9. Evaluation of Proposals

Proposal tabulations will be posted for review by interested parties on the bulletin board at Tallahassee Community College, Purchasing Office, Administration Building, Room 113, Tallahassee, Florida 32304. The tabulation will remain posted for a period of seventy-two (72) hours.

I. Evaluation Method

The District Board of Trustees has formed an Architectural Selection Committee to make recommendations for the awarding of these services for both the Main Campus and Florida Public Safety Institute. This committee will review the proposals, conduct interviews with the firms and make recommendations to the full District Board of Trustees for awarding of contracts.

II. Proposal Criteria

a. Evaluation Criteria / References

The total amount of points recorded shall be utilized in the evaluation of the written proposals presentations. The Evaluation team may choose to use consensus scoring in the initial review/evaluation of the written proposals in order to develop a smaller number of proposals to be afforded extensive individual and collective review.

b. Identical or Tie Scores

In the event two (2) or more Proposers are deemed equal during the evaluation process, the following criteria, in order of importance, shall be used to break said tie:

- 1) Drug Free Work Place,
- 2) Proposer's place of business is within Gadsden, Leon, and Wakulla Counties
- 3) Proposer's place of business is within the State of Florida,

c. Evaluation Criteria for Written Proposals

The following shows the maximum number of points that may be awarded for each part of the submitted Proposal:

1. Adequacy of-Management Staff (5 points)
Is the firm staffed to conduct operations in a business-like manner?
2. Adequate Technical Staff (15 points)
Does the firm have registered professional personnel in appropriate disciplines?
3. Current and Projected Workload (5 points)
Does the firm's workload appear to be reasonable for its size?
4. Experience in Similar Work (20 points)
Has the firm had adequate experience in postsecondary educational facilities construction?
5. Current Location (5 points)
Is the firm presently located in relative close proximity to the college?

- Location: Leon, Wakulla, Gadsden - 5 points
- State of Florida - 2 points
- All others - 1 point

6. Understanding of Scope (5 points)

Does the firm have a good understanding of the college Capital Improvement Program?

7. Innovative Approaches (5 points)

Does the firm's design work reflect incorporation of innovative concepts?

8. Financial Condition/Fee Structure (15 points)

Is the firm's financial condition satisfactory? What has been the firm's fee schedule for service, hourly design rates, and percentages of projects fee for services.

9. References (25 points)

Past performance evaluation of selected clients.

10. Minority Status

Is the firm a certified minority company? Are any of your planned sub-consultants minorities?

Failure to provide information required in this response portion of the RFP packet shall result in a score of zero (0) for that portion of the evaluation.

Mandatory Requirements:

1. Transmittal Letter with Executive Summary - (Tab 1)
2. Proposer's Business/Corporate Background – (Tab 2)
3. Questionnaire – (Tab 3)
4. Drug Free Work Place (Tab 4)
5. Minority & Women Owned Business - (Tab 5)
6. Request for Taxpayer ID Number/ W9 – (Tab 6)
7. Other Required Forms (Tab 7)
8. Financial Statement (Tab 8)
9. Staffing and Personnel (Tab 9)
10. Education A/E Design Experience (Tab 10)
11. Addendum Acknowledge Form(s) – (Tab 11)
12. Additional Requirements & Documentations – (Tab 12)

I. Transmittal Letter with Executive Summary – Tab 1

II. Proposer's Business / Corporate Background - Tab 2

Name of Proposer _____ Date _____

Signature _____

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

III. Questionnaire - Tab 3

The following information must be provided:

If you have any questions that are not in the scope of services you wish answered – please list here:

1.

2.

3.

4.

5.

6.

Name of Proposer _____

*This form **must** be completed, signed and insert under Tab 3 of the Proposal*

IV. Drug-Free Work Place Form – Tab 4

Drug-Free Work Place: Yes _____ N/A _____

If **Yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

Publish 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.

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.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

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 nolo contendere 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.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

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.

Proposer's Signature

Date

This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.

V. Minority and Woman Owned Business Declaration - Tab 5

Minority/Woman Owned Business: Yes _____ N/A _____

If **Yes** please complete the form.

Minority and Woman Owned Business Declaration Form

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703. Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- () African American
- () Hispanic American
- () Native Americans
- () Asian American
- () American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) "Small business" means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, ahs a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.
- (2) "Minority Business Enterprises" means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled

in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

- (3) "Minority person" means a lawful, permanent resident of Florida who is:
- a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. 287.0943(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

VI. W9, Request for Taxpayer Identification Number and Certification – Tab 6

Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :	or
Employer identification number : : :	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions
Section references are to the Internal Revenue Code, unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

VII. TCC's Vendor Application For- Tab 7a

Vendor Application Form



Tallahassee Community College

Vendor Application

Company Name

FEIN/SSN:
(If SSN, please provide copy of Business License)

Contact Information:

() Initial Application () Application Revision

Name 1

Title 1

() -

Phone Number 1

() -

Fax Number 1

Email 1

Organized as: (check one)

() Individual () Partnership

() Corporation () Non-Profit

() Sole Proprietorship

*1099 required? () Yes () No

Type of Business:

() Professional Services () Manufacturer

() Regular Dealer (type 1) () Construction

() Regular Dealer (type 2) () Printing Firm

** Number of employees: _____

State of Florida Commodity Code if known:

Mailing Address:

Attention

Suite/PO Box

Street

City State/ZIP

Note: If your company has more than one mailing address, please indicate on a separate sheet.

Remittance Address:

(If different from mailing address)

Attention

Suite/PO Box

Street

City State/ZIP

Note: If your company has more than one remittance address, please indicate on a separate sheet.

Vendor Status:

Is company certified as a "Minority Business Enterprise" ? () Yes () No

If 'Yes', attach copy of current MBE/WBE certification.

If 'Yes', which check applicable category.

() Black American () Native American

() Hispanic American () Asian American

() American Woman () Other _____

Company Officers, Owners or Partners

Name Title

Name Title

Name Title

Vendor Requirements:

- All vendors providing goods and/or services to TCC must complete this Vendor Application prior to issuance of a college purchase order.
- Unless directed otherwise by purchasing department personnel, all items must be shipped to the following address:

Tallahassee Community College
Receiving Department
444 Appleyard Drive
Tallahassee, Florida 32304-2895

- Goods or services shall not be provided to college without an approved college purchase order.

- Please describe your primary business activity or general description of commodities sold if you wish to be added to TCC's vendor bid list:

Certification:

I certify that the information supplied herein (including all attachments) is correct to the best of my knowledge. I further certify that in doing business with the state of Florida, my company is in compliance with Florida Statutes, ch # 112.313 (Conflicts of Interest) and that I have disclosed the name of any officer, director or partner who owns, directly or indirectly, an interest of five percent or more in the above company or any of its branches.

Authorized Signature Date

Printed Name & Title of Authorized Person

Please complete and sign this Application. You can fax this application and a W-9 form to 850-201-8506, Attn: Purchasing Dept. or email to: rileyc@ccc.fl.edu

This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.

VIII. Vendor Signature Sheet – Tab 7b

Vendor Signature Sheet

I, the undersigned, having the authority to bind my company for this proposal, hereby certify that I understand and accept the conditions as set forth in this request for proposal.

Further, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

PROPOSER'S LEGAL NAME _____

FEDERAL ID NUMBER _____

CITY, STATE AND ZIP CODE _____

TELEPHONE #(____) _____ FAX #(____) _____

BY SIGNATURE (Manual) _____

BY SIGNATURE (Typed) _____

TITLE: _____ DATE _____

Section XXXI: Affirmation

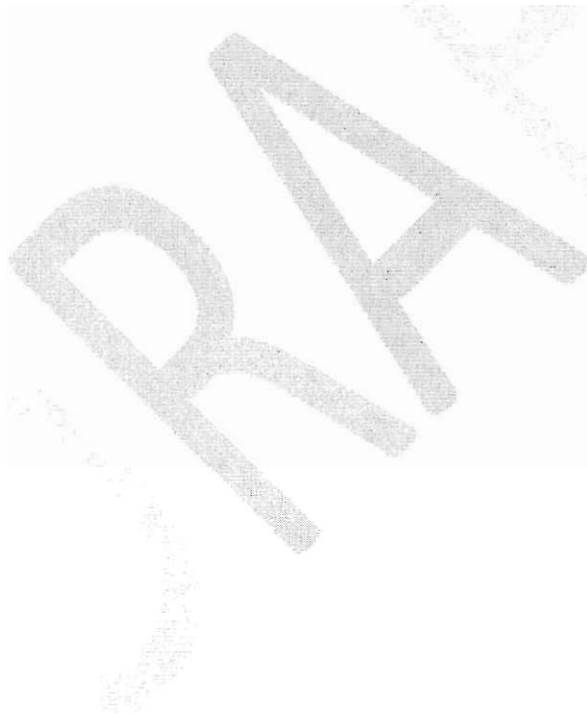
By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract.

Section XXXII: Request for Proposal Terms

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm and submitted with the completed RFP. Each responding firm shall submit only one proposal. All proposals received shall remain firm for a period of one (1) year after the date specified for the receipt of the proposals.

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

IX. Financial Statements – Tab 8



X. Staffing and Personnel – Tab 9



XI. Education Architectural Design Experience – Tab 10

DRAFT

XII. Addendum Acknowledgement – Tab 11

ADDENDUM #1

TALLAHASSEE COMMUNITY COLLEGE
444 Appleyard Drive
Tallahassee, Florida 32304-2895
850.201.8520
www.tcc.fl.edu

Sample

Bid No: RFP # 20010-

Bid Title: Architectural Services

Opening Date: , 20010 @ 10:00 a.m.

ADDENDUM NO: One (1) Date: XXXXXXX, 00, 2010

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE RESPONSE.

RESPONDENT: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE

XIII. Statement of No Proposal Submittal – Tab 12

If your company does not intend to propose on this procurement, please complete and return this form prior to the date shown for receipt of proposals to:

Tallahassee Community College
Purchasing Department
444 Appleyard Drive
Tallahassee, Florida 32304-2895

We, the undersigned, have declined to propose on the above referenced Request for Proposal for the following reason(s):

- Scope of Services of Terms and Conditions are too "restrictive." *(Please explain below)*
- Unable to meet requirements
- RFP was unclear (please explain below)
- Insufficient time to respond
- We do not offer this type of service or equivalent
- Unable to meet bond or insurance requirements
- Other *(please explain below)*

Remarks: _____

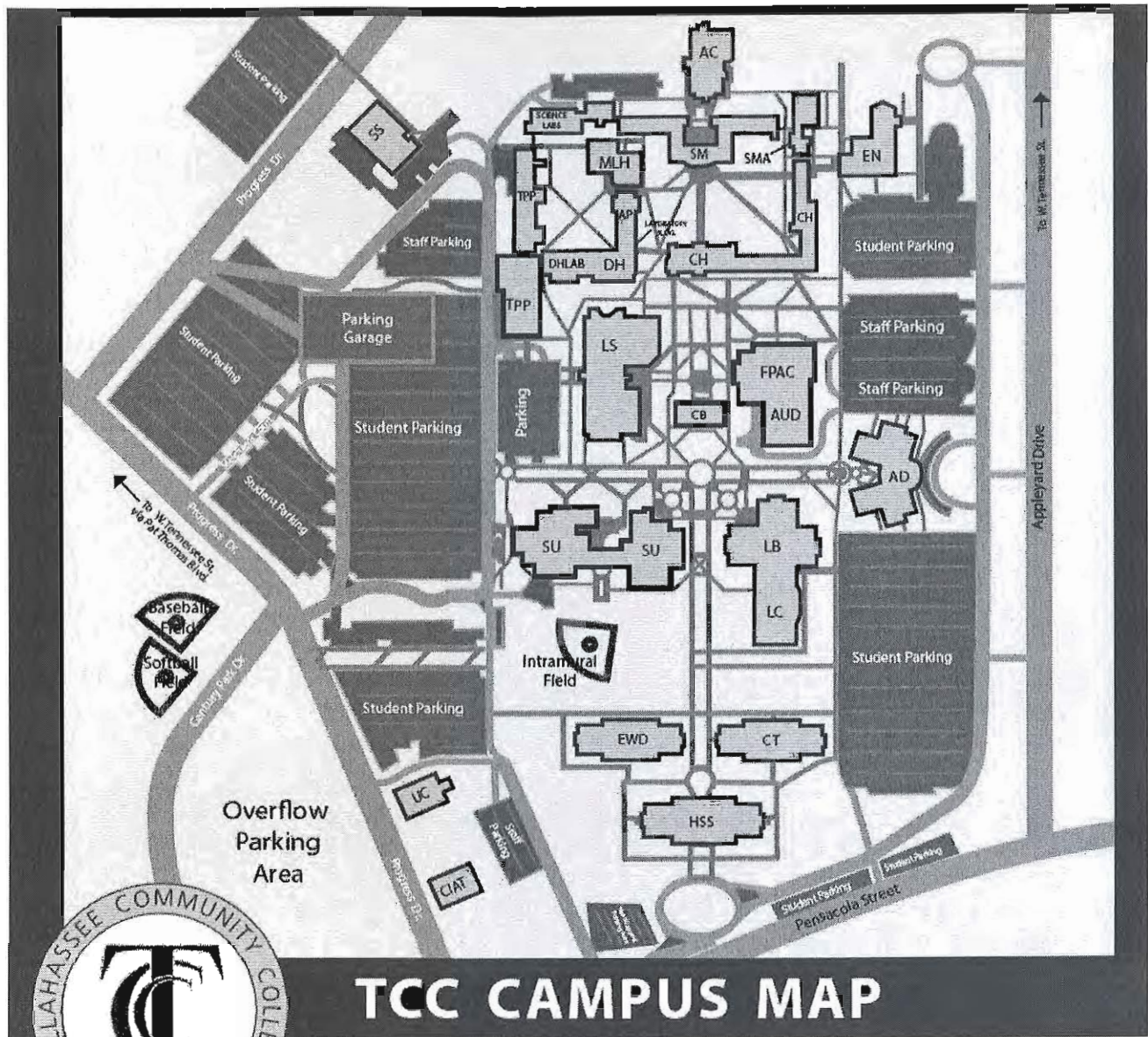
Remove us from your "Proposer List"

Company Name	Telephone
Signature	Fax
Title	Typed or Printed Name
Address, City, State & Zip Code	
E-Mail Address and Website	

If applicable, this form must be completed, signed and returned.

XIV. Main Campus Map





TCC CAMPUS MAP

- AC Academic Computing Center
- AD Administration Building
Business Office
Human Resources
Information Center (lower Lobby)
TCC Foundation
- AP Academic Support
- AUD Turner Auditorium
- CB Center Building
Campus Police
- CH Communications & Humanities
- CT Computer Technology

- CIAT Construction/Industrial Applied Technology
- DH Dental Hygiene
DH LAB-Dental Hygiene Lab
- EN English Building
- EWD Economic & Workforce Development
- FPAC Fine & Performing Arts Center
Testing Center
Center for Teaching Excellence
- HSS History and Social Sciences
- LB Library
- LC Learning Center
- LS Lifetime Sports/Fitness Center
- MLH Moore Science Lecture Hall
- SM Science Math Building
- SMA Science/Math Annex
CROP

- SU Student Union
Bookstore
Campus Life Office
Career Center
Disability Support Services
Enrollment Services
Financial Aid/Cashier's Office
Food Court
Student Affairs
Student Government
Student Success Center
- TPP Technology & Professional Programs
- UC University Center
Barry University
Embry-Riddle Aeronautical University
Flagler College
Saint Leo University

Not Shown on Map:
TCC Capitol Center, Pat Thomas Law Enforcement Academy, Quincy House, Wakulla Center