



November 17, 2014

MEMORANDUM

TO: District Board of Trustees
FROM: Jim Murdaugh, President 
SUBJECT: Construction Manager Services

Item Description

This item requests approval to advertise for Construction Manager services for new projects for a one year term starting in January 2015.

Overview and Background

The Board approved development of a revised Construction Manager selection process at the October 20 meeting. In order to maximize value for the community and for the College, the revised process includes the following key elements:

- Due to the limited number of construction projects expected to occur over the next several years, four Construction Manager firms will be recommended for approval. Two firms will be recommended for work on Main Campus and Leon County projects and two firms will be recommended for Gadsden and Wakulla County projects.
- The selection criteria for the recommended firms has been revised to provide greater weight to the firm's home office location.
- The selection cycle will be revised to select firms every two years instead of the current three year cycle, so that more firms will have the opportunity to be selected.
- Each specific project shall be assigned to a Construction Manager for the respective service area based on workload, suitability for specific project types and other appropriate factors.

If approved by the Board, the services will be advertised immediately with the goal of bringing the recommended firms to the January 2015 Board of Trustees meeting.

Past Actions by the Board

The Board approved the previous list of Construction Managers at the February 20, 2012 meeting and last renewed approval at the March 17, 2014 meeting.

Funding/Financial Implications

Funds for the construction management projects are available from Public Education Capital Outlay (PECO) funds appropriated by the Legislature and local funds.

Staff Resource

Teresa Smith

Recommended Action

Approve the Construction Manager selection process.

Tallahassee Community College

Request for Proposals (RFP)
For
Construction Manager Services

2015-01



RFP Due – December 11, 2014 - 1:45 p.m. EST

RFP Opening – December 11, 2014 - 2:00 p.m. EST

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

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GENERAL CONDITIONS

Proposers: To insure acceptance of the proposal, follow these instructions.

SEALED PROPOSALS: The number of the proposal and the date of opening shall be shown on the envelope/box containing each proposal. Proposers are requested to show their name and address on the envelope/box. All proposals are subject to the conditions specified herein and on the attached proposal documents.

Completed proposal must be submitted in a sealed envelope/box. **Telegraphic (fax, e-mail, telephone, telegraph) proposals will not be accepted.**

1. **EXECUTION OF PROPOSAL:** Proposals must contain an original manual signature of an authorized representative. Failure to properly sign the proposal may invalidate same, and it may not be considered for award. All proposals must be completed either handwritten in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered information and enter the corrected information above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed may not be considered. The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.
2. **NUMBER OF COPIES:** Proposers shall submit five (5) complete sets (one (1) original, four (4) copies and one (1) electronically on a USB flash media in PDF format) of the proposal complete with all supporting documentation, in a sealed envelope/box marked as stated in the Proposal Submission clause. **Information on USB drive must be identical to hard copy submittals with pricing, signatures etc.** This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.
3. **PROPOSAL PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
4. **PROPOSAL SUBMISSION:** The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/box must be identified as follows:
 - Proposer's name
 - Return address
 - RFP number and title
 - Due date and time
5. **DUE DATE AND TIME:** **The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened.** The College will not be responsible for late deliveries or delayed mail. The time stamp located in the Purchasing Office shall serve as the official authority to determine lateness of any proposal.

Receipt of the proposal in the Purchasing Department after the date and time specified due to failure by the proposer to provide the above information on the outside of the envelope/box shall result in the rejection of the proposer's proposal.

The proposer may submit the proposal in person or by mail/courier service. The College cautions proposers to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Confirmation of receipt of proposal can be made by calling the College Purchasing Office.

6. **VENDOR REGISTRATION REQUIREMENTS**: Proposers who obtain RFP documents from other sources must officially register with the College's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums 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 for the most current and/or final addendum.

Prior to the submission of your solicitation documents, all vendors must be listed as a registered vendor in TCC's database. If you previously submitted these forms and received your TCC vendor id number, you will not need to re-submit, just reference this number on the **Proposal Response Form**.

If you are not a registered TCC vendor, you will need to complete our online TCC Vendor Application Form and W-9 at: www.tcc.fl.edu/vendors . These forms are submitted to a secure Purchasing mailbox electronically which protects your information. Once your forms have been submitted and information has been processed by Purchasing, you will receive an e-mail containing your TCC Vendor ID Number.

If you are unsure about your registration status in TCC's database, please E-mail Cheri Davis at davische@tcc.fl.edu and include the company name and Federal ID # or the last four digits of the vendor social security number.

7. **NO PROPOSAL**: If not submitting a proposal, respond by returning only the **Statement of No Proposal** and give the reason in the space provided. Failure to submit a Statement of No Proposal shall be cause for removal of the proposer from the mailing list.
8. **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.
9. **REVISIONS AND AMENDMENTS**: The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of RFP, such revisions and amendments, if any, will be announced by an addendum to the RFP. If the revisions and amendments

are of a nature which requires material changes in quantities or prices, the date set for the opening of the RFP may be postponed by such number of days as in the opinion of the Purchasing Director that will enable Proposers to revise their RFP. In such cases the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

10. **CONFLICT OF INTEREST**: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
11. **DISQUALIFICATION**: Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.
12. **PROPOSAL WITHDRAWAL**: Proposers may withdraw their proposals by notifying the College 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) and provide a signed receipt for the proposal. Once opened, proposals become the property of the College and will not be returned to the proposers.
13. **POSTING OF RESULTS**: Proposal tabulations with recommended awards will be posted for review by interested parties at the location where the proposals were opened on or about December 16 and will remain posted for a period of 72 hours. The College will also post all recommended awards and addenda and materials relative to this procurement on the State of Florida's Vendor Bid System (VBS) http://myflorida.com/apps/vbs/vbs_www.main_menu and the College's Purchasing website: www.tcc.fl.edu/purchasing. **Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.**

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
14. **ADDITIONAL INFORMATION**: No additional information may be submitted, or follow-up performed by any proposer after the stated due date of a formal presentation to the evaluation committee, unless specifically requested by the College.
15. **CONTRACTUAL AGREEMENT**: This Request for Proposal shall be included and incorporated in the final contract or purchase order. The order for contract precedence will be the contract (purchase order), proposal document and response. Any and all legal actions associated with this Request for Proposal

and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida.

16. **PUBLIC RECORDS**: Upon award or ten (10) days after opening, whichever is earlier, proposals become “public records” and shall be subject to public disclosure consistent with chapter 119.07(3) (m), Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record [FS 119.07(3)(t)].
17. **INQUIRIES/INTERPRETATIONS**: All proposers shall carefully examine the RFP documents. Proposers are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Any interpretation of or changes to the RFP will be made in the form of a written addendum to the RFP and will be furnished to all proposers.

Such inquiries regarding this RFP outside a pre-proposal conference must be submitted in writing via email to the College’s Purchasing Director. The College will provide written answers via email to the questions in the form of a written addendum to all proposers who have received the RFP. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this RFP.
18. **PUBLIC OPENING/EVALUATION**: Proposals shall be publicly opened, the bidders name read and recorded on the date and time specified herein unless changed by Addendum. No other information will be read or discussed at the opening. All Proposals received after the specified time will not be considered and will be returned to the Proposer. Fax, e-mail, telegraph or telephone Proposals will not be accepted. A Proposal may not be altered after the opening of the Proposals. Upon receipt of proposals, an evaluation committee will select qualified candidates based on criteria contained herein. The evaluation committee may contact qualified responders to give oral presentations or collect/clarify information after the initial review of all proposals.
19. **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.
20. **ADVERTISING**: In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.
21. **GOVERNMENTAL RESTRICTIONS**: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the RFP prior to their performance, it shall be the responsibility of the proposer to notify the Purchasing

Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.

22. **LIABILITY, INSURANCE, LICENSES AND PERMITS**: Where proposers are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her proposal.
23. **DRUG FREE WORKPLACE**: Whenever two or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
24. **CANCELLATION**: In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the board for immediate cancellation. Seminole State College of Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.
25. **TERMINATION**: If a contract is awarded as a result of this RFP and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate & award a new contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the College.

The vendor will serve at the will and pleasure of the College. Either party may cancel the Contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the Contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the vendor will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College, the vendor shall:

- Stop orders/work on the date and to the extent specified.
- Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
- Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.

- Continue and complete all parts of the work that have not been terminated.

26. **PUBLIC ENTITY CRIMES**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-proposer or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Note: By signing the proposal, the vendor attests they have not been placed on the convicted vendor list.

27. **ACCEPTANCES AND 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 this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.

28. **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.

29. **DISPUTES & PROTESTS**: In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties. Failure to file a protest within the amount of time prescribed in FS 120.57(3) shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

30. **IDENTICAL OR TIE PROPOSALS**: In the event two (2) or more proposers submit the exact dollar amount as their proposal offer, the following criteria, in order of importance, shall be used to break said tie: (1) Drug Free Work Place, (2) Florida proposers, (3) Proposer's place of business is within Leon, Gadsden or Wakulla Counties, (4) or by flip of coin, when all other factors are equal.

31. **FAMILIARITY WITH LAWS**: All proposers are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this 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, and all Civil Rights legislation.

32. **EQUAL OPPORTUNITY**: The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, religion, age, disability, marital status, national origin, and gender. The proposer agrees to make no distinction in its employment practices on the basis of race, color, religion, age, sex, marital status, or national origin and neither shall discriminate against any qualified person with disabilities in such practices. Proposer agrees to adhere to any and all applicable State and Federal Civil Rights Laws.
33. **DEFAULT**: In the event of default on a contract, the successful proposer shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price proposal, times the quantity (or) \$50.00, whichever amount is larger. In the event of default on a contract, the successful proposer shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.
34. **INVOICING AND PAYMENT**: Payment will be made by the College after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
 - A. Timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order or contract, and be submitted to the TCC Accounts Payable Office at the address indicated on the purchase order.
 - B. All invoices shall consist of an original and (1) copy; clearly referencing the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
 - C. The invoice shall also contain the proposer's Federal Employer Identification Number (F.E.I.N.).
 - D. Tallahassee Community College's terms are "Net 30" after acceptance of goods or services and receipt of an acceptable invoice as described herein.
35. **ANTI-DISCRIMINATION**: The proposer certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
36. **OSHA**: The proposer warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

37. **AFFIRMATION**: By submission of a proposal, the 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 terms, conditions and specifications of this RFP and the resulting contract. No outside terms and conditions will be considered unless approved by the College.**

38. **RENEWAL**: Renewal Option, X YES ___ NO: If yes, the terms in this RFP will automatically renew for one (1) year increments for up to an additional one year unless terminated, with 30 days written notice, by either party.

39. **INDEMNIFICATION**: To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. Further, if such a claim is made or is pending, the proposer may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the proposer and receive reimbursement. If the proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

40. **VERIFICATION OF EMPLOYMENT**: In accordance with State of Florida Office of the Governor executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.

41. **PROHIBITION AGAINST CONTINGENT FEES**: Vendors/Suppliers are hereby notified that any contract entered into by Tallahassee Community College will contain a prohibition against contingent fees as follows: "The Vendor warrants that he or she has not employed or retained any company or person, other than a

bona fide employee working solely for the vendor to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the Vendor from future contracts with Tallahassee Community College for a period up to five (5) years.

42. **SPECIAL CONDITIONS**: Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
43. **SUBMITTAL**: Proposals must be submitted December 11, 2014 at 1:45 p.m. All sealed proposals will not be opened until then.

Proposal Number: RFP 2015-01

Proposal Opening Date & Time: December 11, 2014 at 2:00 p.m.

Proposals Will Be Opened In: Room 115 (Eagle Conference Room) Hinson Administration Building

Send Proposal to:

Tallahassee Community College

Purchasing Department

Hinson Administration Building

444 Appleyard Drive

Tallahassee, Florida 32304-2895

GENERAL INFORMATION

1. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will not be held.

2. **PURCHASING AGREEMENTS WITH OTHER PUBLIC AGENCIES:**
 - A. All proposers submitting a response to this RFP agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, should the proposer feel it is in their best interest to do so.
 - B. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by the virtue of this RFP.

3. SCHEDULE OF RFP EVENTS:

Date	Time	Description
11/18/14	8:00 AM	Release of RFP to Public, Posted on VBS & TCC Purchasing Website
11/25/14	5:00 PM	Last Day for Written Inquiries and Notice of Intent to Propose
12/4/14	5:00 PM	Anticipated Date that answers to Written Inquiries in the form of an Addendum will be posted on VBS & TCC Purchasing website
12/11/14	1:45 PM	Proposals Due
12/11/14	2:00 PM	Proposal Opening
12/12/14	12:00 PM	Anticipated Commencement of Proposal Evaluations
12/15/14	2:00 PM	Proposal Evaluations Meeting, Support Services Building Room 106
12/16/14	8:00 AM	Anticipated date that the intended award will be posted
1/20/15	2:30 PM	Staff Recommendation to the Board of Trustees

PROPOSAL SPECIFICATIONS

(SPECIAL CONDITIONS)

1. SCOPE OF SERVICES SOUGHT

A. Background

1. 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.

B. Overview

1. The Tallahassee Community College (College) invites proposals to provide construction management services for Tallahassee Community College in accordance with SREF Section 4.1(5) and Section 287.055, Florida Statutes. The selected firms will provide construction management services for individual projects up to \$1,000,000 and for individual studies up to \$100,000 for a term of one year, with an option to renew for an additional year.

C. Statement of Purpose

1. The Request for Proposal (RFP) is issued for the purpose of soliciting proposals from qualified construction management firms to provide construction management services for minor construction, renovation and remodeling projects at all sites of Tallahassee Community College. These projects shall not exceed \$1,000,000 in cost for each individual project or \$100,000 for each individual study requested by the College.
2. TCC intends to select two firms for projects on Main Campus and other Leon County locations and two firms for projects in Gadsden and/or Wakulla County locations. The firms must be licensed general contractors in the State of Florida and meet all other requirements as may be required by law.
3. During contract negotiations, a percentage fee for overhead and profit shall be established, which shall not exceed seven percent of the cost of the work for any project. The fee shall be established for the life of the contract. For each specific project for which the Construction Manager (CM) is selected, the CM shall be provided a detailed description of the project scope (including plans and specifications as applicable) and shall be directed to provide a Guaranteed Maximum Price proposal for completing the work.
4. Each specific project shall be assigned to a Campus Services construction management firm based on workload, suitability for specific project types and other appropriate factors.

D. Term of Contract

1. Contract duration

- a. 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 one additional (1) year, predicated on satisfactory performance by the firm during the initial term. This contract may be canceled anytime by either party subject to a thirty (30) day written notice.

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

EVALUATION PROCESS

1. EVALUATION METHOD:

1. An Evaluation Committee composed of TCC staff members, selected by the College's Vice President for Administrative Services, will provide the initial evaluation of all responses and make a recommendation which will be in the best interests of the College. The District Board of Trustees shall make the final award(s).
2. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.
3. The evaluation committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.

2. NON-RESPONSIVE PROPOSALS:

1. Non-responsive proposals will be rejected by the purchasing department, and will not be distributed to the evaluation committee for consideration. Additionally, the evaluation committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
 - Failure to sign the proposal
 - Failure to acknowledge addenda
 - Failure to provide required submittals/documentation
 - Submission of a late proposal
 - Proposer does not meet minimum requirements

3. STATEMENT OF QUALIFICATION:

- A. To insure that all RFP's are fairly evaluated, scored and ranked, it is very important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

1) Proposal Criteria

a. Evaluation Criteria / References

The total amount of points recorded shall be utilized in the evaluation of the written proposals presentations. The Selection Committee 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. 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 (10 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 management? Provide examples of the firm's PMIS system used in management of multiple projects with dynamic schedule and budget parameters.
5. Current Location (20 points maximum)
Is the firm presently located in relative close proximity to the college?
Location: Leon, Wakulla, Gadsden - 20 points
State of Florida - 4 points
All others - 1 point
6. Budget and Cost Control Methods (10 points)
Does the firm have an excellent process and track record in the area of budget and cost control? What are the methods for establishing these items in the early design phase of projects?
7. Quality Control (10 points)
Describe the methods used by the firm to maintain quality control through all phases of the project. For three of ten projects listed under Tab 12, provide specific examples of how these techniques were used.
8. Financial Condition/Fee Structure (10 points)
Is the firm's financial condition satisfactory? What has been the firm's fee schedule for pre-construction, construction, and consulting services?

9. Written References (10 points)
Past performance evaluation from representative 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. Drug Free Work Place (Tab 3)
4. Minority & Women Owned Business - (Tab 4)
5. Proposal Response Form (Tab 5)
6. Addendum Acknowledgement Form (Tab 6)
7. Proposer's Financial Statement (Tab 7)
8. Staffing and Personnel – (Tab 8)
9. Education Construction Management Experience – (Tab 9)

INSURANCE REQUIREMENTS

1. REQUIREMENTS:

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

A. Minimum Limits:

1. General Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
 - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$500,000 for each person
 - b. Not less than \$500,000 for each incident
 - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
 - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
 - b. \$100,000 for each disease
 - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate

B. Conditions:

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.

3. The College's Purchasing Director/Risk Manager may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

2. MISREPRESENTATION:

Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

3. GOVERNMENTAL ENTITIES:

In the event the proposer is a governmental entity, different insurance requirements may apply.

INSTRUCTIONS FOR PREPARING PROPOSALS

1. PROPOSAL FORMAT:

A. For ease of evaluation:

1. It is suggested that a 3 ring binder be used
2. The proposal should be submitted on 8 ½ x 11 paper
3. Portrait Orientation
4. With headings and sections numbered
5. The sections should be separated by using divider tabs for easier reference
6. Ensure all information is typewritten

B. The proposal should be divided by tabs into sections with references to parts of the RFP done on a section-by-section basis.

2. PROPOSAL SUBMITTAL:

1) Proposal Submission Requirements – Mandatory

- a. **Tab 1 - Letter of Intent:** This letter will summarize in a brief concise manner, the proposer understands the Scope of Work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length. **Information on the proposed project team identifying each team member**, skills, background, technical achievements and experiences
 - i. **Corporate Information:** If proposer is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying proposer's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the State of Florida. **All applicants must have a current State of Florida General Contractor's License.**
 - ii. 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.

- iii. **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 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.).
- vi. **Statement from Surety:** Attach a letter of intent from a surety company indicating the applicants' ability to be bonded for projects up to \$1,000,000. The surety shall acknowledge that the firm may be bonded for a project of **\$1,000,000**. The surety company must be licensed to do business in the State of Florida, must have an A.M. Best rating of "A", and a required financial size of "VII". Firms selected shall maintain, during the life of the contract, workman's compensation, contractor's commercial liability coverage, and automobile liability for company vehicles.

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 – Drug-Free Work Place Form – Mandatory

The proposer shall complete and return **Drug-Free Work Place Form** of this RFP and insert under **Tab 3** of the Proposal.

d. Tab 4 - Minority & Women Owned Business Declaration Form – Mandatory

The proposer shall complete and return **Minority & Women Owned Business Declaration Form** of this RFP and insert under **Tab 4** of the Proposal.

e. Tab 5 – Proposal Response Form – Mandatory

The proposer shall complete and return **the Proposal Response Form** of this RFP and insert under **Tab 5** of the Proposal.

f. Tab 6 – Addendum Acknowledge Form – Mandatory

It is **mandatory** that the proposer **complete and return** all **Addendum Acknowledgement Form(s)** for this RFP and insert under **Tab 6** 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> and the State of Florida's Vendor Bid System (VBS). Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.

g. Tab 7 - 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 7.

- 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 7** of the Proposal.

h. Tab 8 – 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 job descriptions for staff members who will serve this account. Include years with the firm, educational background, past experience, etc.

- ✓ Resumes for the proposed project management team for this account. Also include resumes for the principals of the firm and any other management personnel with responsibility or support functions with this account.

The proposer shall include the Staffing and Personnel and insert under Tab 8 of the Proposal.

I. Tab 9 – Educational Construction Management Experience – Mandatory

Experience: Provide a minimum of ten (10) references where the firm was the construction manager. 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.

Quality Control: Describe the methods used by the firm to maintain quality control through all phases of the project. For three of the ten projects listed, clearly identify and provide specific examples of how these techniques were used.

Cost Control: Provide examples of the methods used for cost control for the three detailed examples.

STATEMENT OF NO PROPOSAL

This company elects to submit a "NO PROPOSAL" for this RFP for the following reason(s): _____

Signature

Names / Titles

Legal Name of Proposer

Mailing Address

City / State / Zip

Telephone Number

PROPOSAL RESPONSE FORM

Proposers are required to complete and submit this form. Proposers shall submit one (1) original and four (4) copies of proposal and (1) electronically on a USB flash media in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/box marked as noted in the General Conditions of the RFP. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.

Company Name: _____

Address _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____

Company Toll Free Telephone Number: _____

E-Mail Address: _____

Type of Business: ___ Corporation ___ Partnership

 ___ Sole Partnership ___ Joint Venture

Incorporated in State of _____ Date: _____

Number of Years _____

SSN (If Sole Proprietorship or Partnership): Only required if FEIN is not provided

I have submitted the required TCC vendor application and W9 form online and have obtained my TCC Vendor ID # which is 4 _____ .

Name of Company Representative:

Printed _____ Signature _____

Title _____ Date _____

PROPOSAL CERTIFICATION

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 materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the RFP.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Proposer _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Date _____

NOTE: Please return to Tallahassee Community College with your proposal.

DRUG FREE WORKPLACE

Drug-Free Workplace: _____ Yes _____ N/A

If Yes please complete this form.

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies

that _____ does:

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

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

Vendor's Signature

Date

Minority and Woman Owned Business Declaration

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 American () 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, has 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](#).

ADDENDUM ACKNOWLEDGEMENT FORM
RFP # 2015-01
ADDENDUM #1

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

Sample

Bid No: RFP # 2015-01
Bid Title: Construction Manager Services
Opening Date: December 11, 2014 @ 2:00 p.m.
ADDENDUM NO: One (1) Date: XXXXXXXX, 00, 2014

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:
