




October 16, 2017

## MEMORANDUM

**TO:** District Board of Trustees  
**FROM:** Jim Murdaugh, President   
**SUBJECT:** General Contractor Pre-Qualification

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### Item Description

The State Requirements for Educational Facilities (SREF) require the Board to announce its intent to pre-qualify contractors at a public meeting.

### Overview and Background

The District Board of Trustees approved a process that requires general contractors to meet specific criteria before being invited to bid on TCC renovation, remodeling or construction projects. These criteria are outlined in Section 4.1 of SREF and Chapter 1013.46 F.S.

The District Board of Trustees intends to pre-qualify general contractors on an annual basis to competitively bid both planned and proposed projects estimated to cost between \$1,000,000 and \$5,000,000 and included in the annual Capital Improvement Plan (CIP).

After this announcement, the College will make available the pre-qualification packet soliciting general contractors interested in bidding on College projects. After the evaluation process is complete, a separate Board action will be requested to approve the recommended list of contractors.

### Past Actions by the Board

The District Board of Trustees approved the list of general contractors for the previous year the October 24, 2016 meeting.

### Funding/Financial Implications

The construction projects will be funded from the annual PECO renovation/remodeling funds, TCC funds or approved grant funds.

### Staff Resource

Barbara Wills

### Recommended Action

Approve the initiation of the process to pre-qualify general contractors for the period of February 1, 2018 through January 31, 2019.

# Tallahassee Community College

Request for Qualifications (RFQ)

For

APPLICATIONS FOR CONTRACTORS

PRE-QUALIFICATION

RFQ 2018-04



Applications Due – November 13, 2018– 1:45 p.m. EDST

Applications Opening –November 13, 2018– 2:00 p.m. EDST

<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 terms and 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 four (4) complete sets (one (1) original and three (3) copies along with two (2) electronically on separate USB flash media in PDF format. The USB's **must** be identical to the original proposal with all original signatures and all supporting documentation, in a sealed envelope/box marked as stated in the Proposal Submission clause. 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 RFQ.
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
  - RFQ 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 at 201-6088.

6. **SUPPLIER REGISTRATION REQUIREMENTS:** Proposers who obtain RFQ 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 RFQ 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 award of this solicitation, supplier(s) must be registered in TCC's Workday Supplier database. If you previously submitted these forms and received your **TCC Workday Supplier ID** number, you will not need to re-submit, just reference this number on the **Proposal Response Form**. **Example of a Workday Supplier ID is SU 000000123**

If you are not a registered TCC vendor, you will need to complete our online TCC Vendor Application Form and W-9 at:  
<http://www.tcc.fl.edu/about/college/administrative-services/purchasing/vendor-information/#>

These forms are submitted 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 Supplier ID Number.

If you are unsure about your registration status in TCC's database, please E-mail Greg Rowland at [rowlandg@tcc.fl.edu](mailto:rowlandg@tcc.fl.edu) and include the company name and Federal ID # or the last four digits of the vendor social security number.

7. **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.
8. **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 RFQ, such revisions and amendments, if any, will be announced by an addendum to the RFQ. In such cases the addendum will include an announcement of the new RFQ opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
9. **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.
10. **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.
11. **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.
12. **POSTING OF RESULTS:** Proposal tabulations with recommended awards will be posted for review by interested parties in the TCC Purchasing Office on or about November 27<sup>th</sup> 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](http://myflorida.com/apps/vbs/vbs_www.main_menu) and the College's purchasing website: [www.tcc.fl.edu/purchasing](http://www.tcc.fl.edu/purchasing). **Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.**
13. **PROTEST OF SOLICITATIONS SPECIFICATIONS PROCEDURE:** Tallahassee Community College Procedure for Contract Solicitation or Award Bid Protest procedures may be obtained from the TCC Purchasing Office or accessed by going to the TCC Purchasing website using this link:

<https://www.tcc.fl.edu/media/divisions/administrative-services/purchasing/TCC-Bid-Protest-Procedures.pdf>

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. **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)].
16. **INQUIRIES/INTERPRETATIONS**: All proposers shall carefully examine the RFQ 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 RFQ will be made in the form of a written addendum to the RFQ and will be furnished to all proposers.  
  
Such inquiries regarding this RFQ must be submitted in writing via email to the College’s Purchasing Assistant at [rowlandg@tcc.fl.edu](mailto:rowlandg@tcc.fl.edu). 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 RFQ. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this RFQ.
17. **PUBLIC OPENING/EVALUATION**: Proposals shall be publicly opened, proposers name read and recorded on the date and time specified herein unless changed by addendum. 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 if required will select qualified candidates based on criteria contained herein. The evaluation committee may contact qualified responders to give oral presentations after the initial review of all proposals.
18. **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.
19. **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.

20. **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. Tallahassee Community College reserves the right to terminate any contract resulting from this pre-qualification at any time and for any reason, upon giving thirty (30) days written notice to the other party.

21. **TERMINATION:** If a contract is awarded as a result of this RFQ 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 RFQ, whichever is determined to be in the best interest of the College.

The supplier 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 supplier 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 supplier 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.

22. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted Supplier 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 Supplier list.

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



23. **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 Supplier 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.
24. **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 RFQ. 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.
25. **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.
26. **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.
27. **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 and conditions of this RFQ and the resulting contract. No outside terms and conditions will be considered unless approved by the College.**
28. **RENEWAL:** Renewal Option, \_\_\_YES X NO: If yes, the terms in this RFQ will automatically renew for one (1) year increments for up to an additional three years unless terminated, with 30 days written notice, by either party.
29. **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.

30. **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.

31. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.

32. **SUBMITTAL:**

Proposals must be submitted by November 13, 2017 at 1:45 p.m.

Proposal Number: RFQ 2018-04

Proposals will be opened November 13, 2017 at 2:00 p.m.

Proposals Will Be Opened in the TCC Purchasing, Building MR 57

Tallahassee Community College  
444 Appleyard Drive  
Purchasing Department, Building MR 57  
Tallahassee, Florida 32304-2895

**SCHEDULE OF RFQ EVENTS:**

| Date              | Time       | Description   |
|-------------------|------------|---|
| October 17,2017   |            | Release of RFQ to Public, Posted on VBS & TCC Purchasing Website                                  |
| October 23, 2017  | 5:00 p.m.  | Last Day for Written Inquiries and Notice of Intent to Propose                                    |
| October 30, 2017  |            | Anticipated Date that answers to Written Inquiries will be posted on VBS & TCC Purchasing website |
| November 13, 2017 | 1:45 p.m.  | Proposals Due   |
| November 13, 2017 | 2:00 p.m.  | Proposal Opening  |
| November 14, 2017 |            | Anticipated Commencement of Proposal Evaluations  |
| November 27, 2017 | 10:00 a.m. | Committee review of Proposals – Support Services Building Room 106                                |
| November 27, 2017 |            | Committee results posted to VBS and TCC Purchasing Website  |
| January 16, 2018  |            | Anticipated TCC Board of Trustees approval  |

## PROPOSAL SPECIFICATIONS

The Board of Trustees, Tallahassee Community College, Florida (The Board) adopted the policy that requires general contractors meet specific criteria before being invited to bid on educational facilities construction projects. These criteria are contained in Section 4.1(8) State Requirements for Educational Facilities, Rule 6A-2.0111, Florida Administrative Code and are embodied in this application without modification as required.

**1) *Project Description***

The Board elected the option, as provided in the above cited Rule, to pre-qualify general contractors on an annual basis to competitively bid projects between \$1 million and \$5 million dollars. Therefore, this Pre-qualification application (RFQ) will cover the period February 1, 2018 through January 31, 2019.

**2) *Planned Projects***

Planned projects are those projects for which construction drawings are essentially complete and a tentative date for construction has been set. There are currently no projects definitively scheduled for bidding during the period covered by this annual pre-qualification.

**3) *Projected Projects***

Projected projects are those projects which are not yet in the design and development stage but which are proposed for construction after February 1, 2017. These projects are not considered in this application. However, projected projects are delineated in the Board's approved five-year Capital Improvement Plan (CIP). The CIP is updated annually and submitted to the State Board of Community Colleges, as required by law.

## **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
  - Submission of a proposal that contains conflicting terms and conditions than those listed by the College
  - Proposer does not meet minimum requirements

### **3. STATEMENT OF QUALIFICATION:**

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

## **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/](http://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
7. Information loaded onto the USB must be identical to the information shown on the original copy of the bid and be in the same format.

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

### 2. PROPOSAL SUBMITTAL:

#### A. **Basic Submittal Information:**

1. **Letter of Intent:** This letter will summarize in a brief concise manner, the proposer understands the Terms and Conditions, Scope of Work and will 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.
2. **Acknowledgement of Addenda:** Include the signed and dated acknowledgement page of the last/final addendum issued by the College, if applicable.
3. Proposal Response Form
4. Proposal Certification Form
5. **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.
6. **Subsidiaries:** Name any subsidiary or affiliated companies in which principals have a financial interest. Explain in detail the principal's interest in this company.



7. **Bankruptcy:** Indicate whether your firm has filed for bankruptcy within the previous seven (7) years.
8. **Drug Free Workplace:** If applicable provide a statement concerning the proposer's status as a drug free workplace. Whenever two or more proposals are determined to be equal, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

## **Response Format**

### *Tab 1 - Letter of Transmittal*

The responding firm's response will include a letter of transmittal signed by an official of the entity authorized to legally bind the entity in this Pre-qualification request. The letter of transmittal will also include the authorized official's voice and facsimile telephone numbers. Additionally, the letter of transmittal will include the name and telephone numbers of the individual who can respond to requests for additional information.

### *Tab 2 - Identification*

Describe your entity in detail. Is your entity a company, partnership, or a sole proprietorship? If you are a company or a corporation, provide the name, address and name of principal who will represent the entity in this Pre-qualification application process. Since this Pre-qualification is not on a project-by-project basis, joint ventures are disallowed.

### *Tab 3 - Organization*

The responding firm shall furnish an organizational chart which depicts the structure of the overall firm. Additionally, the responding firm shall also provide a chart which represents its organization for accomplishing the college's educational facilities construction projects.

### *Tab 4 - Key Personnel*

The responding firm shall provide a brief resume of key company personnel planned for assignment to college projects. The resume shall include the following:

- ✓ Name and position within the organization
- ✓ Education
- ✓ Length of service with the firm
- ✓ Years of construction experience
- ✓ Significant professional achievements

#### *Tab 5 - Background Experience*

The responding firm shall provide a descriptive listing of significant projects completed since February 1, 2009. The listing shall furnish the following information:

- ✓ Description of project scope
- ✓ Dollar value
- ✓ Name and business address of the owner
- ✓ Assessed liquidated damages, if any
- ✓ Notice to proceed, target completion and actual completion dates
- ✓ Initial contract value and final contract value
- ✓ Brief narrative description of any unusual technical aspects of the project

#### *Tab 6 - Detailed Experience*

The responding firm shall provide evidence which presents a factual description of the three most recent projects which the responding firm believes most parallels the projects cited. Information provided shall contain owner's representative's name and phone number. The firm must consider dollar value, physical size and complexity in its determination of parallel projects. The specific evidence required consists of an explanation of the following:

- ✓ Construction techniques
- ✓ Trade standards
- ✓ Quality workmanship
- ✓ Project scheduling
- ✓ Project management
- ✓ Application of Building Codes for Public Educational Facilities Construction
- ✓ Application of the State Standards for Educational Facilities (SREF)

#### *Tab 7 - Licensure*

List the jurisdictions and trade categories in which the entity is legally licensed to conduct business and provide the required license or registration numbers, for constructing educational facilities.

#### *Tab 8 - Financial Data*

The entity will submit an audited financial statement for the most recent 12-month period. As a minimum, the audited financial statement shall consist of the firm's balance sheet and statement of operations and the firm's bonding capacity. This financial requirement may be satisfied by the firm's surety

submitting a certification regarding the firm's bonding capacity, which must equal or exceed \$5 million dollars. In this regard, the firm's surety must be a licensed surety qualified to conduct business in the State of Florida and rated "(A-)" or better in the most recent A.M. Best Guide and qualified to do business within the State.

*Tab 9 - Insurance*

The responding firm shall provide certificates of insurance confirming that the firm has the legally required workers' compensation, public liability, and property damage coverage and vehicle insurance.

*Tab 10 - Litigation*

The responding firm shall submit specific data regarding the subject of litigation. The data is required in two areas. A detailed explanation of the litigation is required, if applicable. Note that litigation initiated by a proposer to protect the contractor's legal rights shall not be used as a basis for rejection of the contractor's Pre-qualification application.

- ✓ All pending litigation
- ✓ All litigation since December 30, 2012

*Tab 11 - Registration Certificates*

Responding firms shall submit a reproduction of its registration certificate. The certificates must be in the name of the firm applying for Pre-qualification. A firm must be licensed in the State of Florida at the time it applies for Pre-qualification.

*Tab 12 - Corporate Charter*

If the responding firm is a corporation, then it shall provide a copy of its charter of incorporation as issued by the Secretary of State, State of Florida. If not, a letter stating it is not a Corporate Charter.

*Tab 13 - Convicted Supplier List*

Responding firms shall submit a letter stating it is or is not on Florida's Convicted Supplier List. Under the provisions of Section 286.133(3)(a), Florida Statutes, the Board shall not accept any application from or transact any business with any person or affiliate who appears on the State of Florida's convicted Supplier list.

*Tab 14 - Claims Resolution*

Provide evidence of a satisfactory solution of claims filed by or against your entity involving projects of the same or similar size to those cited. This evidence shall be limited to those instances occurring within the most recent five years. For the purposes of this Pre-qualification application, the term satisfactory resolution is defined in Section 4.2(7)(a)4, Rule 6A-2.0111, Florida Administrative Code as: A claim against an entity is deemed satisfactorily resolved if the final judgment is rendered in favor of the entity or final judgment rendered against the entity is satisfied within 90 days of the date the judgment becomes final.

*Tab 15 – Other Required Forms*

*The Proposer shall complete and return under Tab 15 – Other Required Forms as follows:*

- ✓ Proposal Response Form
- ✓ Proposal Certification
- ✓ Drug-Free Work Place Form
- ✓ Minority & Woman Owned Business Declaration Form
- ✓ Addendum or Question and Answer Acknowledgement Form (If any issued)

**PROPOSAL RESPONSE FORM**

Proposers are required to complete and submit this form. Proposers shall submit one (1) original and three (3) copies of proposal and (2) 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 RFQ. 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 Supplier application and W9 form online and have obtained my TCC Supplier ID # which is SU - \_\_\_\_\_ .**

Name of Company Representative:

Printed \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

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

**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, understand and will comply with all of the terms and conditions of the RFQ.

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.

\_\_\_\_\_  
Supplier'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.

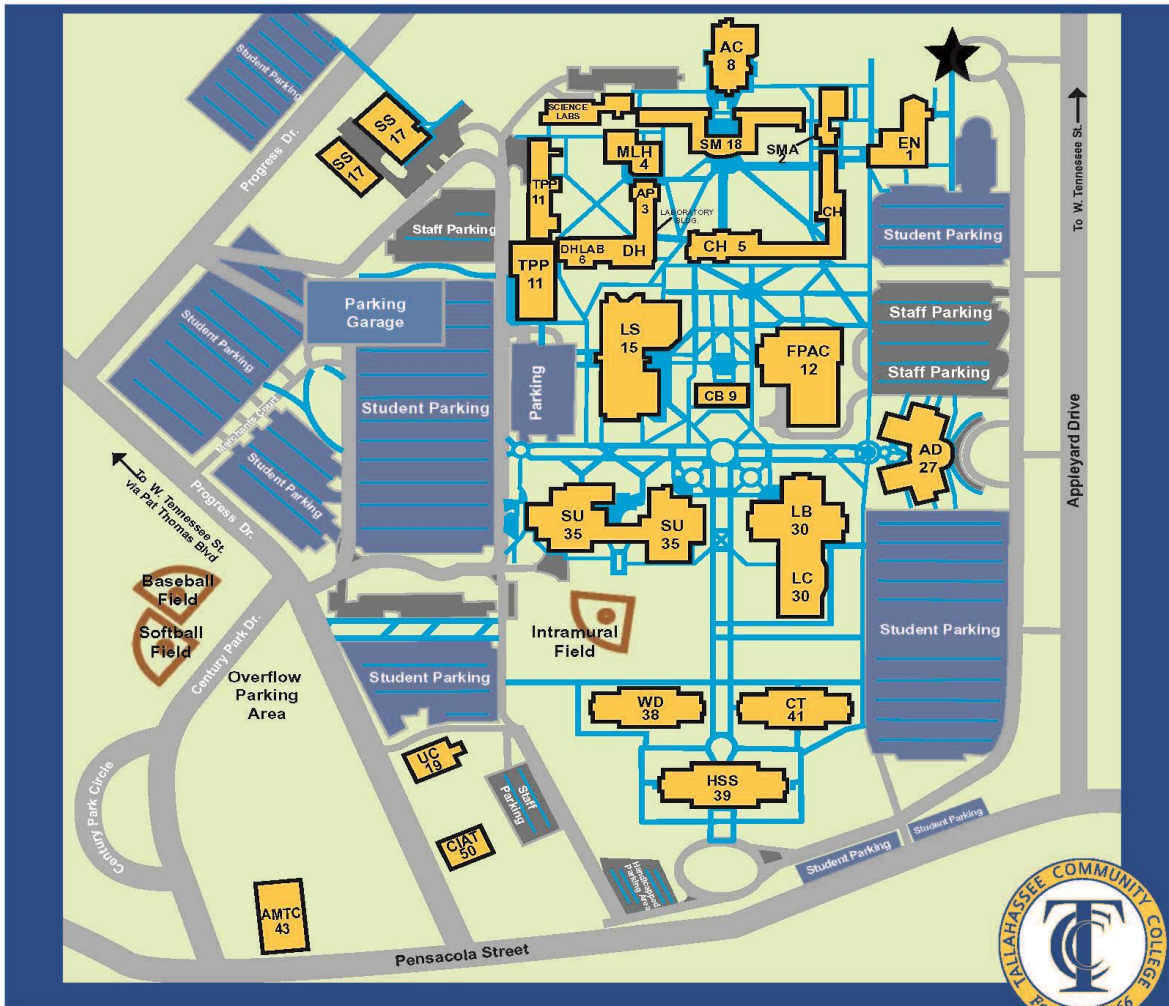
- (3) "Minority person" means a lawful, permanent resident of Florida who is:
- a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
  - b. A Hispanic American, a person of Spanish or Portuguese culture with origins 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](#).

Projected Projects

No currently funded projects

**\*\*For information purposes only\*\***



**TCC CAMPUS MAP LEGEND**

|   |   |  |
|---|---|--|
| AC 8 Academic Computing Center  | CT 41 Computer Technology Building  | SU 35 Student Union Building   |
| AD 27 Hinson Administration Building<br><i>Academic Affairs<br/>Administrative Services<br/>Business Office<br/>Communications and Public Information<br/>General Services and Procurement<br/>Human Resources<br/>Information Center<br/>Information Technology<br/>Office of the President<br/>TCC Foundation</i> | DH 6 Dental Hygiene Building<br><i>Dental Hygiene Lab</i>   | <i>Bookstore<br/>Campus Life<br/>Career Center<br/>Cashier<br/>College Reach-Out Program (CROP)<br/>Disability Support Services<br/>Enrollment Services and Student Success<br/>Financial Aid<br/>Food Court<br/>International Student Services<br/>Student Activities<br/>Student Affairs<br/>Veterans Center</i> |
| AMTC 43 Advanced Manufacturing Training Center  | EN 1 English Building   | TPP 11 Technology and Professional Programs Building   |
| AP 3 Academic Support Building  | FPAC 12 Fine and Performing Arts Center<br><i>Center for Teaching Excellence<br/>Ralph Hurst Gallery<br/>TCC Fine Art Gallery<br/>Testing Center / DSS Testing Center<br/>Turner Auditorium</i> | UC 19 University Center<br><i>Barry University<br/>Embry-Riddle Aeronautical University<br/>Flagler College<br/>Saint Leo University</i>   |
| CB 9 Center Building<br><i>Campus Police<br/>Print Shop</i>   | LS 15 Lifetime Sports Complex<br><i>Athletics<br/>Fitness Center</i>  | WD 38 Center for Workforce Development   |
| CH 5 Communications and Humanities Building   | MLH 4 Judge Walter T. Moore Lecture Hall  | ★ Star Metro Bus Stop  |
| CIAT 50 Construction/Industrial Applied Technology Building<br><i>Thomas University</i>   | SM 18 Science and Mathematics Building  |  |
|   | SMA 2 Science and Mathematics Annex   |  |
|   | SS 17 Support Services Building   |  |

**Not Shown on Map:** TCC Capitol Center, Florida Public Safety Institute, Ghazvini Center for Health Care Education, Quincy House, Wakulla Center

**\*\*For information purposes only\*\***