

Tallahassee Community College

Request for Proposals

For

Residential Construction Mitigation Program

Instructions

RFP 2011-12



Proposals Due –June 21, 2011 @ 1:45 p.m. EDST

Proposals Opening – June 21, 2011 @ 2:00 p.m. EDST

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

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2. Proposal and Contact Information

A – Submit Proposals To:

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

B – Contact Information:

Bobby Hinson
Purchasing Manager
Phone: 850-201-6071
E-mail: hinsonb@tcc.fl.edu

Jenny Shuler
Purchasing Technician
Tallahassee Community College
E-mail: shulerj@tcc.fl.edu
Phone: 850-201-6069

C – Location:

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

D – General Information:

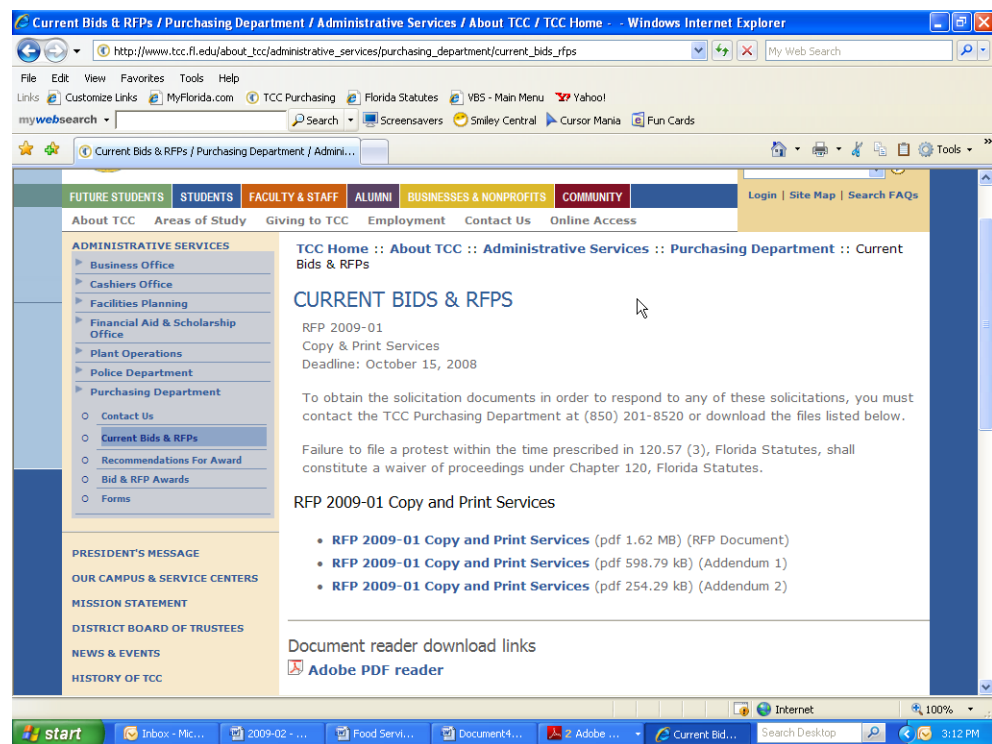
RFP Title:	Residential Construction Mitigation Program
RFP Number:	<u>RFP 2011-12</u>
Commodity Code:	<u>991-842, 926-700</u>
Proposal Due Date and Time:	<u>June 21, 2011 @ 1:45 p.m. EDST</u>
Proposal Opening Date and Time:	<u>June 21, 2011 @ 2:00 p.m. EDST</u>

3 TCC Purchasing Department's Website

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



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



4 Calendar of Events

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

Calendar of Events

Date	Time	Action
April 25, 2011	N/A	Release of RFP to Public and Posted on the Vendor Bid System (VBS)
May 06, 2011	5:00 pm	Deadline for Proposer's Written Questions
May 13, 2011	5:00 pm	Anticipated Date that Answers to Written Inquiries will be posted on TCC's Website
June 21, 2011	1:45 pm	Proposals Due
June 21, 2011	2:00 pm	Proposal Opening
July 05, 2011	N/A	Posting of Intent to Award Notice on Purchasing Website
August 15, 2011	N/A	Anticipated Recommendation to the Board of Trustees for Approval
August 22, 2011	N/A	Anticipated Commencement of Contract

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5 Definitions

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

6 General Conditions, Instructions & Information for Proposers

1) **Contact**

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

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

2) **Proposal Submission**

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

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

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

3) **Number of Copies**

Proposers shall submit **one (1) original hardcopy, six (6) additional copies** and **one (1) Compact Disc (CD) in PDF format** of the complete proposal, with all supporting documentation in a sealed envelope/container marked as noted above. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Evaluation Team.

4) **Due Date/Time**

The time and date will be scrupulously observed. Proposals must be received in the TCC Purchasing Department by the deadline. **Proposals and unsolicited amendments to proposals received after the specified time and date shall not be evaluated.** The College will not be responsible for late deliveries or delayed mail. The time clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Standard Time. The proposer may submit the proposal in person or by mail/courier service. Faxed or electronically sent proposals will not be accepted. **Proposers are cautioned that all incoming mail to the College is received by the College's Central Mail Department prior to its distribution to the individual departments. Therefore, at least a 24-**

hour distribution delay should be considered when mailing the proposals. The College cautions proposers to assure actual delivery of mail or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling The Purchasing Department at (850) 201-8520.

5) **Proposer Email Registration**

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

6) **RFP Documents**

To obtain the RFP documents in order to respond to this RFP, contact Jenny Shuler at shulerj@tcc.fl.edu, or by phone at (850) 201-8520 or online at: <http://www.tcc.fl.edu/purchasing>. If you download the proposal from the Purchasing website, please contact the Purchasing Department at (850) 201-8520 and provide your contact information. This information will become a part of our vendor list.

7) **Public Opening**

Proposals shall be received by the Purchasing Department by the specified time and date. Proposals will be reviewed by College staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in this RFP. This will be a yes/no review and costs recording, conducted by the College staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsiveness requirements will render a response non-responsive and result in rejection of the entire response. Further evaluation will not be performed. No points will be awarded for passing the mandatory responsiveness requirements.

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

8) **No Bid/Proposal**

If not submitting a Proposal, vendors should submit a **Statement of No Proposal Submittal (Attachment G)** and give the reason(s) in the space provided. Failure to submit either a Proposal or a Statement of No Proposal Submittal may be cause for removal of the Proposer from the mailing list.

9) 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.

10) Proposal Withdrawal

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

11) Additional Information

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

12) Inquires

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

13) Addendum

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

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

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

14) Posting of Award

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

15) Responses

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

16) Termination

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

a. Termination at Will

The Contract resulting from this RFP may be terminated by the College or the Contractor upon no less than sixty (60) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

b. Termination because of Lack of Funds

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

c. Termination for Cause

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

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

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

(b) Unless the vendor corrects its failure to perform within the time provided, or unless the College determines on its own investigation that the vendor's failure is legally excusable, the College shall find the vendor in default and shall issue a second notice stating (i) the reasons the vendor is considered in default, (ii) that the contract is terminated due to default and that the College will reprocur the commodities/services and all reprocurement cost may be charged against the defaulting vendor.

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

d. Termination for Unauthorized Employment

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

17) Minority and Women Owned Businesses

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

18) Proposal Preparation Costs

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

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) Disqualification

The College reserves the right to disqualify responses, before or after opening, upon evidence that the proposer is not qualified by experience, is not in a position to do work specified and in the time allotted, or upon evidence of collusion with intent to defraud, or other unethical or illegal practice.

The College also reserves the right to disqualify responses from firms or individuals who have in the past failed to meet the specifications, requirements, or expectations of past or present agreements, contracts, or awards for products and/or services.

21) Attorney's Fee

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

22) Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000.00) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposers attest that they have not been placed on the "Convicted Vendor List".

23) Public Records

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

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

24) Acceptance/Rejection

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

25) 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.

26) Protests

Any notice of protest or formal written protest to the award or intended award which is filed before the proposal tabulation posting, is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3)(b), Florida Statutes. Failure to file a protest within the time prescribed in 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

27) Compliance

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

28) EEO Statement

Tallahassee Community College does not discriminate on the basis of race, color, ethnicity, genetic information, national origin, sex, disability, or age in its programs and activities. Inquiries regarding the non-discrimination policies may be directed to: Renae Tolson, Equity Officer, Room 146 Administration Building, 444 Appleyard Drive, Tallahassee, FL 32304-2895 (850) 201-8510, tolsonr@tcc.fl.edu.

29) Conflict of Interest

All proposers must disclose with the proposal the name of any officer, director, agent who is also an employee of TCC or member of TCC's District Board of Trustees. All proposers must disclose the

name of any TCC employee or member of TCC's District Board of Trustees employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm.

30) Affirmation

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

31) Request for Proposal Terms

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

32) Purchasing Agreements with other Public Agencies

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

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

33) Licenses

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

34) Indemnification

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

During the term of this contract, the Proposer shall indemnify, hold harmless, and defend the Tallahassee Community College, District Board of Trustees, Florida, Tallahassee Community College, and the numerous other agencies involved with the tie-down program. This includes all of the agents, servants, and employees of these agencies for any and all costs and expenses, including but

limited to attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded, thereon, arising or alleged to have arisen out of the products or goods, installing equipment, or otherwise transacting business, whether such a claim or claims be for damages, injury or death to a person, group or organization, whether employed by the Proposer or any of the agencies involved in this contract or otherwise.

35) Authority to Practice

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

36) Federal and State Taxes

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

37) Mandatory Responsiveness Requirements/Fatal Criteria

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

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

38) Right to Reject Proposal Submissions and Waiver of Minor Irregularities

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

39) Site Visit and Proposers' Conference

- a. The College Site Visit - There will not be a Site Visit scheduled for this RFP.**
- b. Proposers' Conference - There will not be a Proposers' Conference scheduled under this RFP.**

40) Intent to Propose

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

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

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

41) College Required Scope Changes

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

42) Other Requested Changes

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

43) Contractor/Vendor/Proposer's Personnel

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

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

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

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

44) Project Manager

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

45) Discriminate

Tallahassee Community College does not discriminate on the basis of race, color, ethnicity, genetic information, national origin, sex, disability, or age in its programs and activities.

46) Signs

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

47) Debts and Encumbrances

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

48) Credits

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

49) Administrative Purposes

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

7 Scope of Services Sought

1) Background

Tallahassee Community College (TCC) is accepting proposals from qualified Vendors for the Residential Construction Mitigation Program (RCMP) to provide tiedowns to manufactured/mobile homes in mobile and manufactured home communities around the State of Florida.

2) Objective

Contingent upon funding from the State of Florida, the intent of this RFP is to select Proposer(s) to provide tiedowns to qualified mobile and manufactured homes and communities throughout Florida. The objective of this RFP is to determine eligible homes and parks, coordinate and schedule retrofit tiedowns and document county inspections throughout the State of Florida without problems or delays.

8 Instructions for Preparing Proposals

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

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

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

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

1) Proposal Submission Requirements - Mandatory

a. Proposal Format

To facilitate the evaluation, your proposal is to be submitted as follows:

- On 8-1/2" X 11" paper
- With headings and sections numbered as indicated below.
- It is suggested that a three-ring binder is used.
- Ensure all information is typewritten (via word processor) or written legibly.
- Indicate on the outside of the binder which is the original copy.

b. Sections

Tab 1 – Letter of Intent – (Mandatory)

This letter will summarize, in a brief and concise manner, the Proposer's understanding of the needs outlined in the RFP. The letter must have an original signature by an official authorized to make such. The authorized person signing the letter should also provide his/her title, address, E-mail address, telephone number, and fax number.

Tab 2 – Proposal Summary Form – (Mandatory)

Any additional information: Information in addition to the information provided on the Proposal Summary Form that will assist the screening committee in evaluating your firm's ability to meet the requirements of this RFP (optional). The proposer shall complete and return Attachment E – Proposal Summary Form of this RFP and insert under **Tab 2** of the Proposal.

Tab 3 – Experience Confirmation Sheet – (Mandatory)

The proposer shall complete and return Attachment H – Experience Confirmation Sheet of this RFP and insert under **Tab 3** of the Proposal.

Tab 4 – Drug-Free Work Place Form – (Mandatory)

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

Tab 5 – Minority & Women Owned Business Declaration Form – (Mandatory)

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

Tab 6 – W-9, Request for Taxpayer Identification Number & Certification Form – (Mandatory)

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

Tab 7 – TCC’s Vendor Application Form – (Mandatory)

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

Tab 8 – Vendor Signature Sheet – (Mandatory)

The proposer shall complete and return Attachment A – Vendor Signature Sheet of this RFP and insert under **Tab 8** of the Proposal.

Tab 9 – Statement of No Proposal Submittal – (If applicable)

The proposer shall complete and return Attachment G – Statement of No Proposal Submittal of this RFP and insert under **Tab 9** of the Proposal if applicable.

Tab 10 – Addendum Acknowledge Form – (Mandatory)

It is **mandatory** that the proposer **complete and return** all Attachment I – Addendum Acknowledgement Form(s) for this RFP and insert under **Tab 10** of the Proposal.

Tab 11 – Funding Confirmation Sheet – (Mandatory)

The proposer shall complete and return Attachment J – Funding Confirmation Sheet of this RFP and insert under **Tab 11** of the Proposal.

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

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

9 Evaluation of Proposals

Proposal tabulations will be posted on the TCC Purchasing website and on the State of Florida’s Vendor Bid System for review by interested parties prior to submission through the appropriate approval process to the District Board of Trustees for final approval of award, and will remain posted for a period of at least 72 hours - three (3) working days.

1) Evaluation Method

TCC will appoint an Evaluation Team to review the responses to this Request for Proposal. The Evaluation Team, will then make a recommendation for award of the contract based on which proposal, in the opinion of TCC, will meet the best interest of the College. The award recommendation will then be forwarded to the Board of Trustees for consideration.

The Board shall be the sole judge of TCC’s best interests, the proposals and approval of the resulting contract, if such contract is awarded. TCC’s decision will be final.

2) Awarding of the contract will be based on the following considerations:

- Proven ability to tie down a minimum of 40 mobile homes within a park per day.
- Proven ability to coordinate a state-wide effort with parks, Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, Bureau of Mobile Homes as well as park communities for schedule of tie downs.
- Two managers, each with a minimum of ten years managerial experience for administrative details and supervision of a state-wide project.
- One of the two experienced managers must be available to come to Tallahassee Community College, if needed. Proposers should state quickest response time within their RFP response.
- Cost of windstorm safety enhancements (tie downs) to each manufactured/mobile home.
- Financial means to continue to complete parks/communities while carrying the expense of completed parks since Proposer shall be compensated on a reimbursement basis only.
- Management ability to professionally organize phone calls, letters, maintain database for a state-wide project.
- Quality and accessibility of Proposer.

3) Upon the awarding of the contract, the Vice President of Administrative Services and Chief Financial Officer will be TCC's representative and will be responsible for the administration of this contract.

Dr. Teresa Smith
444 Appleyard Drive
Tallahassee, Florida 32304
(850) 201-8590

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10) **Special Conditions**

1) **Bid Bond**

Proposals shall be accompanied by a proposal security which shall be an acceptable and legal Bid bond, Cashier's Check, Certified Check or Bank Letter of Credit made payable to **Tallahassee Community College** in the amount of \$130,000.00.

Proposal securities will be returned within thirty (30) days after the closing date of this RFP if the Proposal is not accepted, or if the contract is awarded and guaranty bonds are accepted.

2) **Performance Guarantee**

The Contractor shall furnish TCC with a 100% Performance Guarantee and a separate 100% Labor and Material Payment Bond written by a Surety Company acceptable to the College and authorized to do business in the State of Florida. The Contractor has ten (10) calendar days after receipt of the purchase order to provide the College a performance and labor/materials bond payable to Tallahassee Community College for 100% of the bid amount. The bond shall be issued by a surety company licensed in the State of Florida. The cost of the Performance Bond and the Labor and Material Payment Bond shall be borne by the Contractor. The bonds shall be accompanied by a duly authenticated or certified document, in duplicate, evidencing that the person executing the bond on behalf of the Surety shall have the authority to do so on the date of the bond.

3) **Insurance**

The Proposer in its own name as insured, and in the name of TCC as additional insured, shall secure and pay the premium or premiums for the following policies of insurance with respect to the minimum limits which are fixed in the following schedule. Each policy shall be maintained in at least the limit indicated, shall cover the Proposer's operations hereunder, and shall be effective throughout the effective period hereof. It is not the intent of this schedule to limit the types of insurance required herein.

4) **Schedule & Minimum Limits**

Comprehensive General Liability Insurance:

Each Occurrence: \$1,000,000

General Aggregate: \$3,000,000

Worker's Compensation Insurance (statutory)

The Proposer shall be required to provide proof of such insurance to TCC. Each policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving notice no less than thirty (30) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or becomes unsatisfactory to TCC, the Proposer shall promptly obtain a new and satisfactory policy as replacement.

5) Evaluation of Proposals and Posting of Proposal Tabulations

The recommendation of the Evaluation Team will be posted for review by interested parties in the Purchasing Department, Room 113 of the Administration Building and will remain posted for a period of 72 hours. Failure to file a notice of protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A formal written protest must be filed within ten (10) calendar days after the date the notice of protest was filed, with a bond or cashiers check in the amount of 1% (\$26,000.00) of the anticipated contract award. Sealed proposal(s) will be available for inspection during usual working hours by appointment, upon notice of a decision.

6) Proposal Response Form, Delivery Requirements and Date

Proposals shall be submitted using the Proposal Response Form as part of the REQUEST FOR PROPOSAL. Any additional pages needed to complete your response shall be attached to the Proposal Form. Proposals shall be submitted in a sealed envelope clearly stating the Proposer's Name, Return Address, Request for Proposal Number and Title, and Date and Time of Opening.

7) Equivalents

Quality and accessibility of Proposer will be major factors in proposal awards. Proposal must meet or exceed specifications.

IT IS REQUIRED THAT THE PROPOSAL RESPONSE FORMS BE SIGNED IN THE APPROPRIATE AREA. PROPOSALS NOT SIGNED ARE CONSIDERED NON-RESPONSIVE. SIGNATURE MUST BE ORIGINAL; FACSIMILES WILL NOT BE ACCEPTED.

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11) Project Information

House Bill 975 “Hurricane Loss Mitigation Program”, as amended, was passed by the Florida Legislature and approved by the Governor to be effective through June 30, 2012. By this action, there was created the Hurricane Loss Mitigation Clearing Trust Fund consisting of funds transferred from the Florida Catastrophe Fund. The program is intended to make manufactured/mobile homes as resistant as possible to the effects of high winds, thereby reducing property damage.

It is the intent and purpose of the request for proposal to secure a contract to provide windstorm safety enhancements (tie downs) to manufactured/mobile homes and for mobile home parks and manufactured home communities around the state. During fiscal year 2011-12, it is anticipated that approximately 3000 manufactured/mobile homes will be eligible statewide. TCC will work closely with the following organizations:

- Federation of Mobile Home Owners (FMHO)
- Florida Manufactured Housing Association (FMHA)
- Department of Highway Safety, Division of Motor Vehicles (DMV)
- Department of Community Affairs (DCA), Division of Emergency Management

TCC shall be responsible for determining which manufactured/mobile homes shall be eligible for the program. The Proposer shall obtain appropriate certifications prior to commencement of work on individual homes (e.g. owner’s permission, liability waiver, etc). This shall be completed in a timely manner which will not interfere with the Proposer’s ability to complete the required work within the allotted time frame. Proposer will not perform work on any home until such time that all appropriate documents have been fully executed (e.g., authorization, waivers, etc).

The project period is through June 30, 2012. Contingent upon the availability of funds, a contract not to exceed \$2,600,000.00 (Two million six hundred thousand dollars) will be awarded. However, in the event additional funding is made available, it is the intent of TCC to make additional one-year extensions (maximum of four extensions) based on funding and Proposer availability. Such extensions shall be at the same terms and conditions contained herein. In the event Proposer anticipates being unavailable for an upcoming fiscal year, written notice of such shall be provided to TCC no later than April 30th of the preceding year to the following address:

Ms. Amy Bajoczky
Project Manager
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304

1) Compensation

Proposer shall be compensated on a reimbursement basis only. TCC shall issue payments to Proposers within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of goods and/or services provided. Invoice(s) should be mailed to the preceding address, and may be submitted on a monthly basis.

2) Conditions and Scope of Work

All tasks related to this program must be completed by June 30, 2012. Proposer will not be compensated for any work performed after June 30, 2012.

Program Requirements: All work must be in compliance with the Rules of the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, rule Chapter 15C-1, Florida Administrative Code (FAC). Where the physical characteristics of the manufactured homes preclude compliance with Rule Chapter 15C-1, FAC, the Proposer shall make the home as wind resistant as funding and the physical characteristics of the homes and their premises permit, and ensure that the work is performed to the satisfaction of the Department of Highway Safety and Motor Vehicles, Bureau of Mobile Homes. All hardware shall be installed in compliance with manufacturer specifications for the product.

- a.** The Proposer shall designate a Project Manager that will serve as the liaison to TCC on all issues relating to the Mobile Home Tie-Down Program. The manager will be responsible for all calls, letters, questions, concerns and comments regarding TCC's implementation of the program.
- b.** Tie-Down Retrofit Services shall not exceed \$1,600.00 per unit (one manufactured home with tie-downs installed being equal to one unit). Homeowner's responsibilities include those items listed in #4, following.
- c.** The Proposer shall work with TCC and other organizations to develop a list of mobile home communities that may be eligible to participate in the tie-down program. TCC reserves the right to add additional communities. Furthermore, it is understood that TCC will make all selections of participating communities and counties in conformance with established criteria.
- d.** The homeowner shall be responsible for preparing the homesite for the enhancement project and for the cleanup of the homesite upon completion of the project. Preparation may include, but is not limited to, the removal and replacement of skirting, shrubbery, awnings, patios, decks, etc.
- e.** Homes should have a minimum of fifteen (15) inches clearance on the perimeter of the home.

- f. The following technique(s) shall be utilized in carrying out the requirements of this project:
- 1) When possible, State of Florida approved longitudinal stabilizer systems shall be installed on all homes in lieu of installing longitudinal anchors.
 - 2) State of Florida approved stabilizer plates shall be installed in all 4(b) soil.

The Proposer, whose decision shall be final, shall make all decisions regarding the appropriate technique(s).

- g. All piers on each home will be checked, and loose and missing shims will be replaced.
- h. The Proposer is responsible for ensuring that all homeowners have submitted a properly completed Windstorm Safety Enhancements Authorization-to-Proceed Form prior to receiving services under this program. A sample form is attached as Attachment J.
- i. The Proposer is responsible for ensuring that a pre-installation inspection, including a work estimate write-up of all eligible units, is performed.
- j. The Proposer must certify that work was done in compliance with the pre-installation work write-up subject to physical impediments and in compliance with the Rules of the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, Rule chapter 15C-I, FAC.
- k. The Proposer is responsible for coordinating with the Department of Highway Safety and Motor Vehicles, Bureau of Mobile Homes, who will conduct a quality assurance inspection on ten percent (10%) of all retrofitted homes.
- l. The Proposer/Project Manager shall create and maintain a database which contains the park name; county; name, address (including lot number), phone number and insurance company and policy number (if applicable/available) of homeowners; date and cost of installation; and name of installer. An electronic copy of the database shall be submitted to TCC within sixty (60) days after completion of each mobile home park/community.

3) Proposer Qualifications

- a. Proposer shall hold a valid, current mobile home installer's license as required by Florida Statute 320.8249. A copy of the license shall be submitted with the proposal response form.
- b. Proposer shall employ a minimum of two managers, each with ten (10) years successful experience with tiedowns in the manufactured/mobile home industry. The Proposer shall be familiar with all Federal, State and local laws, ordinances, rules and regulations affecting the work. Ignorance on the part of Proposer shall in no way relieve the Proposer from responsibility. **Curricula Vitae are required** with the proposal as proof of managerial experience.
- c. Proposer shall demonstrate a minimum of five years experience in working with government funded projects. Complete **Attachment H (Experience Confirmation Sheet)**.

- d.** Proposer shall certify that it will, at all times, have at least one managerial employee at each work site. A managerial employee on site will ensure adequate communication with the consumer(s) and will ensure that the work is being performed in a productive and efficient manner.
- e.** Proposer shall certify that all work performed is consistent with and in accordance with the equipment manufacturer's specifications.
- f.** In the event Proposer elects to subcontract all or a portion of the work, prior written approval from TCC is required and all responsibilities listed herein shall be borne by the Proposer. It is the Proposer's responsibility to ensure that a subcontractor(s) has (have) been successfully engaged in this particular type of business for a minimum of ten (10) years, has (have) successfully completed installations comparable to that which is required by this agreement, is qualified both technically and financially to perform that pertinent phase of the work for which he/she is listed, and is not included on the State's Convicted Proposer List.
- g.** Proposer shall have had no past or pending administrative actions.
- h.** Proposer must provide a set of reviewed financial statements from the most recently completed fiscal year that has been reviewed by a certified public accountant.

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12) Manufactured/Mobile Homes Windstorm Safety Enhancements Proposal Response Checklist

- ✓ Cost to enhance each manufactured/mobile home in conformance with this Request for Proposal (cost must be provided in per unit format).
- ✓ Bid Bond, Cashier's Check, Certified Check or Bank Letter of Credit made payable to Tallahassee Community College in the amount of \$130,000.00 enclosed?
- ✓ Copy of current installer's license enclosed?
- ✓ Letter of Intent enclosed?
- ✓ Minimum of two Curricula Vitae enclosed?
- ✓ Envelope marked correctly?
- ✓ One original, six copies and 1 CD (compact disc) in PDF format of proposal enclosed?
- ✓ Reviewed financial statements enclosed?
- ✓ Proposal Response Form enclosed?
- ✓ Vendor Application enclosed? (Attachment B)
- ✓ Drug Free Workplace form enclosed? (Attachment C)
- ✓ Minority and Women Owned Business Declaration enclosed, if applicable? (Attachment D)
- ✓ Proposal Summary form enclosed? (Attachment E)
- ✓ W-9 form enclosed? (Attachment F)
- ✓ Statement of No Proposal Submitted, if applicable (Attachment G)
- ✓ Vendor signature sheet enclosed? (Attachment A)
- ✓ Completed Project Experience Confirmation Sheet enclosed? (Attachment H)
- ✓ Signed Addendum Acknowledgement Form(s) (Attachment I)
- ✓ Signed Funding Confirmation Sheet (Attachment J)

13) Attachments

The following attachments **must** be completed and returned with your proposal to fulfill the requirements of this RFP. If additional space is needed in order to accurately complete these forms, duplicates of these forms may be made.

- Attachment A — Vendor (Proposer) Signature Sheet
- Attachment B — TCC Vendor Application Form
- Attachment C — Drug-Free Work Place Form
- Attachment D — Minority and Woman Owned Business Declaration Form (if applicable)
- Attachment E — Proposal Summary Form
- Attachment F — W-9 Form
- Attachment G — Statement of No Proposal Submittal (if applicable)
- Attachment H — Experience Confirmation Sheet
- Attachment I — Addendum Acknowledgement Form
- Attachment J — Funding Confirmation Sheet

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Attachment A – Vendor Signature Sheet

Vendor Signature Sheet

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

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

PROPOSER'S LEGAL NAME _____

FEDERAL ID NUMBER _____

CITY, STATE AND ZIP CODE _____

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

BY SIGNATURE (Manual) _____

BY SIGNATURE (Typed) _____

TITLE: _____ DATE _____

Section XXXI: Affirmation

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

Section XXXII: Request for Proposal Terms

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

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

Attachment B – TCC's Vendor Application Form

Vendor Application Form



Tallahassee Community
College

Vendor Application

Company Name _____

FEIN/SSN: _____

(If SSN, please provide copy of Business License)

Contact Information:

() Initial Application () Application Revision

Name ↑ _____

Title ↑ _____

() _____ - _____

Phone Number ↑ _____

() _____ - _____

Fax Number ↑ _____

Email ↑ _____

Organized as: (check one)

() Individual () Partnership

() Corporation () Non-Profit

() Sole Proprietorship

*1099 required? () Yes () No

Type of Business:

() Professional Services () Manufacturer

() Regular Dealer (type 1) () Construction

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

** Number of employees: _____

State of Florida Commodity Code if known:

_____ - _____

Mailing Address:

Attention _____

Suite/PO Box _____

Street _____

City _____

State/ZIP _____

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

Remittance Address: (If different from mailing address)

Attention _____

Suite/PO Box _____

Street _____

City _____

State/ZIP _____

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

Vendor Status:

Is company certified as a "Minority Business

Enterprise"? () Yes () No

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

If 'Yes', which check applicable category.

() Black American () Native American

() Hispanic American () Asian American

() American Woman () Other _____

Company Officers, Owners or Partners

Name _____

Title _____

Name _____

Title _____

Name _____

Title _____

Vendor Requirements:

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

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

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

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

Certification:

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

Authorized Signature _____

Date _____

Printed Name & Title of Authorized Person _____

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

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

Attachment C - Drug-Free Work Place Form

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

If **Yes** please complete the form.

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

_____ does:
(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

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

Attachment D - 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 Americans
- () Asian American
- () American Woman

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

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

Florida Statutes 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](#).

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

Attachment E – Proposal Summary Sheet (For *each* question below, please include the page number from within your *proposal* which reflects this information.)

Proposal Summary Sheet

1. Does your firm have the ability to tie down a minimum of 40 homes per day?
_____Yes _____No _____Page#
2. Does your firm have the ability to ensure that a pre-installation inspection, including a work estimate write-up of all eligible units, is performed?
_____Yes _____No _____Page#
3. Does your firm have the ability to ensure that all homeowners have submitted a properly completed Authorization-to-Proceed Form prior to receiving services under this program?
_____Yes _____No _____Page#
4. Does your firm have the ability to coordinate with the Department of Highway Safety and Motor Vehicles, Bureau of Mobile Homes, who will conduct a quality assurance inspection on ten percent (10%) of all retrofitted homes?
_____Yes _____No _____Page#
5. Do managers (each with ten years experience) have at least five years (5) experience with state, local or federal projects?
_____Yes _____No _____Page#
6. What will be the total cost per mobile home that your firm will provide for the RFP?
\$_____/mobile home _____Page#
7. Does your firm have the manpower and fiscal resources to complete this project in a timely manner?
_____Yes _____No _____Page#
8. Will a manager be based in Tallahassee in the event of contract award?
_____Yes _____No _____Page#
9. Is your firm familiar with all Federal, State and local laws, ordinances, rules and regulations affecting the work?
_____Yes _____No _____Page#
10. Can your firm manage: coordinating site visits, rating eligibility, maintaining the database, returning inquiring phone calls, and issuing certificates of completion for completed homes?
_____Yes _____No _____Page#
11. Does your firm have experience with large scale tie down programs?
_____Yes _____No _____Page#
12. State Managers quickest response time to TCC in case of emergency. _____ Hours _____Page#

Proposer's Signature

Date

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

Attachment F – W9, Request for Taxpayer Identification Number and Certification

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	☐ Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

Attachment G – Statement of No Proposal Submittal

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

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

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

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

Remarks: _____

- ☐ Remove us from your “Proposer List”

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

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

Attachment H – Experience Confirmation Sheet

Project Experience Confirmation Sheet

Name of Agency: _____

Name of Project: _____

Date/s of Project: _____

Total experience for this project: _____ Years _____ Months

Was project finished successfully? _____ Yes _____ No

Agency Contact Person

Name: _____

Telephone number: _____

Name of Agency: _____

Name of Project: _____

Date/s of Project: _____

Total experience for this project: _____ Years _____ Months

Was project finished successfully? _____ Yes _____ No

Agency Contact Person

Name: _____

Telephone number: _____

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

Attachment I – Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM
RFP # 2011-12
ADDENDUM #1

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

Sample

Bid No: RFP # 2011-12

Bid Title: Residential Construction Mitigation Program Instructions

Opening Date: June 21, 2011 @ 2:00 p.m.

ADDENDUM NO: One (1) Date: XXXXXXX, 00, 2011

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

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

Attachment J – Funding Confirmation Sheet

Funding Confirmation Sheet

We agree to and understand that this contract is contingent upon funding from the State of Florida.

Date: _____

Signature: _____

Print Name: _____

Title: _____

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