

Tallahassee Community College

Request for Proposal (RFP)

For

Residential Construction Mitigation Program

RFP 2017-05



Solicitation Due – February 13, 2017 - 1:45 p.m. EST

Solicitation Opening – February 13, 2017 - 2:00 p.m. EST

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

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GENERAL CONDITIONS

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

SEALED PROPOSALS: The number of the proposal and the date of opening shall be shown on the envelope/box containing each proposal. Proposers are requested to show their name and address on the envelope/box. All proposals are subject to the 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 three (3) complete sets, one (1) original and two (2) copies along with two (2) electronically on two separate USB flash medias in PDF format. The USB **must** be identical to the original proposal including signatures and all supporting documentation. The USB's should contain the entire proposal in one document. **The original, copies and USB's are to be in a sealed envelope/box marked as stated in the Proposal Submission clause.**
3. **PROPOSAL PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
4. **PROPOSAL SUBMISSION:** The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/box must be identified as follows:
 - Proposer's name
 - Return address
 - RFP number and title
 - Due date and time.
5. **DUE DATE AND TIME:** **The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened.** The College will not be responsible for late deliveries or delayed mail. The time stamp located in the Purchasing Office shall serve as the official authority to determine lateness of any proposal. **Receipt of the proposal in the Purchasing Department after the date and**

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

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

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

Failure to register as a prospective proposer may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current and/or final addendum.

Prior to the submission of your solicitation documents, all vendors **must** be listed as a registered vendor in **TCC's Workday Supplier database**. This is not the old TCC vendor database with a number such as 40000123. 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 00000123**

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 Cheri Davis at davische@tcc.fl.edu and include the company name and Federal ID # or the last four digits of the vendor social security number.

7. 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 RFP, such revisions and amendments, if any, will be announced by an addendum to the RFP. If the revisions and amendments are of a nature which requires material changes in quantities or prices, the date set for the opening of the RFP may be postponed by such number of days as in the opinion of the Purchasing Director that will enable Proposers to revise their RFP. In such cases the

addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

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 February 27, 2017 and will remain posted for a period of 72 hours.

The College will also post all recommended awards and addenda and materials relative to this procurement on the State of Florida's Vendor Bid System (VBS) http://myflorida.com/apps/vbs/vbs_www.main_menu and the College's purchasing website: www.tcc.fl.edu/purchasing. **Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.**

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

13. **PROTEST OF SOLICITATIONS SPECIFICATIONS PROCEDURE**: Tallahassee Community College Procedure for Contract Solicitation or Award Bid Protest procedures may be 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. **CONTRACTUAL AGREEMENT**: This RFP shall be included and incorporated in the final contract or purchase order. The order for contract precedence will be the contract (purchase order), proposal document and response. Any and all legal actions associated with this RFP and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida.

16. **PUBLIC RECORDS**: Upon award or ten (10) days after opening, whichever is earlier, proposals become “public records” and shall be subject to public disclosure consistent with chapter 119.07(3) (m), Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record [FS 119.07(3)(t)].

17. **INQUIRIES/INTERPRETATIONS**: All proposers shall carefully examine the RFP documents. Proposers are expected to examine the terms and conditions, specifications, scope of work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Any interpretation of or changes to the RFP will be made in the form of a written addendum to the RFP and will be furnished to all proposers.

Such inquiries regarding this RFP outside a pre-proposal conference must be submitted in writing via email to the College’s Purchasing Director at hinsonb@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 RFP. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this RFP.

18. **PRICES QUOTED**: Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units of quantity specified in the proposal specifications. In case of discrepancy in computing the amount of the proposal, the Unit Price quoted will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions).

- A. **TAXES**: The College does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use tangible personal property in the performance of contracts for the improvement of the College owned real property as defined in chapter 192 of the Florida Statutes.
- B. **MISTAKES**: Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer’s risk. In the event of extension error(s), the unit price will prevail and the proposer’s extension and total offer will be corrected accordingly. In the event of addition error(s), the unit price and extension thereof will prevail and the proposer’s total offer will be corrected accordingly.

- C. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) and that all containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- D. **PROPOSER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal.
- E. **PRICES:** All proposal prices shall be valid for a minimum period of 90 days from date of submittal.

19. **EQUIVALENTS:** If proposer offers makes of equipment or brands of supplies other than those specified in the following proposal form, they must indicate so on their proposal. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Proposer shall indicate on the proposal form the manufacturer's name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE PROPOSAL. NO PROPOSALS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the proposal will be considered as quotation in complete compliance with the specifications as listed in the proposal form.

20. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in proposal and/ or purchase order may be purchased on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may result in:

1. Vendors name being removed from the vendor mailing list.
2. All departments being advised not to do business with vendor.

21. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this proposal shall be new. The items proposed must be new, the latest model, of the best quality, and highest grade workmanship.

22. **PROOF OF FUNCTIONAL CAPABILITIES**: It should be understood by the vendor that award of this contract may be subject to satisfactory proof of functional capabilities of the equipment, services, and items as specified under this solicitation. If required, the vendor will have to demonstrate these capabilities within seven (7) days after conditional award.

23. **SUBSTITUTIONS**: The College WILL NOT accept substituted shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their proposal once awarded by the College. Any substitute shipments will be returned at the proposer's expense. The proposer shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as herein.

24. **SUB-CONTRACTING**: Where a vendor does not have the capability or the time to complete the work required under this proposal "in house", sub-contracting will be permitted only with the prior knowledge and approval of the College. Therefore, the name of any sub-contractor contemplated for use will be included as part of the proposal. This process is needed so that the college can be assured and in agreement that the sub-contractor(s) can complete the work to the desired quality and in a timely manner. The sub-contractor(s) must be identified in the proposal.

25. **PUBLIC OPENING/EVALUATION**: Proposals shall be publicly opened, proposers name read and recorded on the date and time specified herein unless changed by addendum. No pricing will be read. 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.

26. **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.

27. **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.

28. **GOVERNMENTAL RESTRICTIONS**: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the RFP prior to their performance, it shall be the responsibility of the proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.

29. **LIABILITY, INSURANCE, LICENSES AND PERMITS**: Where proposers are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her proposal.

30. **DRUG FREE WORKPLACE**: Whenever two or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.

31. **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 invitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.

32. **TERMINATION**: If a contract is awarded as a result of this RFP and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate & award a new contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the College.

The 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.

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

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

34. **ACCEPTANCES AND REJECTION**: The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.

35. **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.

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

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

38. **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 ITN. 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.

39. **EQUAL OPPORTUNITY**: The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, ethnicity, genetic information, national origin, religion, gender sexual orientation, marital status, age or disability in its programs and activities. The proposer agrees to make no distinction in its employment practices on the basis of race, color, ethnicity, genetic information, national origin, religion, gender sexual orientation, marital status, age or disability in such practices. Proposer agrees to adhere to any and all applicable State and Federal Civil Rights Laws.

40. **DEFAULT**: In the event of default on a contract, the successful proposer shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price proposal, times the quantity (or) \$50.00, whichever amount is larger. In the event of default on a contract, the successful proposer shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

41. **INVOICING AND PAYMENT**: Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:

- A. Timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order or contract, and be submitted to Accounts Payable at the address indicated on the purchase order.
- B. All invoices shall consist of an original and (1) copy; clearly referencing the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
- C. The invoice shall also contain the proposer's Federal Employer Identification Number (F.E.I.N.).
- D. Tallahassee Community College's terms are "Net 40" after acceptance of goods or services and receipt of an acceptable invoice as described herein.

42. **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.

43. **OSHA**: The proposer warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)

44. **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 RFP and the resulting contract. No outside terms and conditions will be considered unless approved by the College.**

45. **RENEWAL**: Renewal Option, YES NO: If yes, the terms in this RFP will automatically renew for one (1) year increments for up to an additional two years unless terminated with 30 day's written notice by either party.

46. **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.

47. **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.

48. **PROHIBITION AGAINST CONTINGENT FEES**: Vendors/Suppliers are hereby notified that any contract entered into by Tallahassee Community College will contain a prohibition against contingent fees as follows: "The vendor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure this agreement and that he or she has

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

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

50. **SUBMITTAL**: Proposals must be submitted February 13, 2017 by 1:45 p.m. All sealed proposals will not be opened until then.

Proposal Number: RFP 2017-05

Do Not Open Until: February 13, 2017 at 2:00 p.m.

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

Send Proposal to:

Tallahassee Community College

Purchasing Department

MR 57 Building

444 Appleyard Drive

Tallahassee, Florida 32304-2895

GENERAL INFORMATION

1. PRE-PROPOSAL CONFERENCE:

- A. A pre-proposal conference, if indicated below, will be held at the address, date and time as specified, open to all interested parties, at which time the College purchasing staff will be present to answer questions and explain the intent of the RFP documents.
- B. At this meeting, any suggested modifications may be presented in writing to, or discussed with the College’s representative(s) as a possible addendum to the RFP.
- C. Any conclusions reached at this conference which amend the RFP documents will be issued in the form of an addendum to all proposers.
- D. Even if attendance is not mandatory, it is strongly recommended.
- E. If applicable a brief tour of the facilities will be provided to all those in attendance following the pre-proposal conference.

2. **PURCHASING AGREEMENTS WITH OTHER PUBLIC AGENCIES:**

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

3. **CALENDAR OF RFP EVENTS:**

| Date | Time | Description |
|---------|------------|--|
| 1-26-17 | 8:00 a.m. | Release of RFP to Public, Posted on VBS & TCC Purchasing Website |
| N/A | | Non-Mandatory Site / Pre-Submittal Meeting |
| 2-2-17 | 5:00 p.m. | Last Day for Written Inquiries and Notice of Intent to Propose |
| 2-7-17 | | Anticipated Date that answers to Written Inquiries in the form of an Addendum will be posted on VBS & TCC Purchasing website |
| 2-13-17 | 1:45 p.m. | Proposals Due |
| 2-13-17 | 2:00 p.m. | Proposal Opening |
| 2-13-17 | | Anticipated Commencement of Proposal Evaluations |
| 2-17-17 | 10:00 a.m. | Evaluation Committee meeting in Contracts & Grants Conference Room, Hinson Administration Building |
| 2-20-17 | 8:00 a.m. | Anticipated date that Intended Award will be posted |
| 3-20-17 | | Staff Recommendation to the Board of Trustees |

Project Information

Section 215.559, Florida Statutes, established the Hurricane Loss Mitigation Program. A portion of the funding for this program is to be used to inspect and improve tie downs for mobile and manufactured homes. The intent and purpose of the RFP is to secure a contract with a qualified vendor 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 2016-2017, it is anticipated that approximately 1,250 manufactured/mobile homes will be eligible statewide. To ensure program effectiveness, TCC will work closely with the Mobile Home Tie-Down Advisory Committee represented by the following organizations:

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

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, pre-inspection 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 March 1, 2017 through June 30, 2017. Contingent upon the availability of funds, a single contract awarded or the cumulative of multiple contracts awarded will not exceed \$2,320,000.00 (Two million three hundred twenty thousand dollars). However, in the event additional funding are made available, it is the intent of TCC to make additional one-year extensions (maximum of two extensions) based on funding and Proposer availability. Such extensions shall be at the same terms and conditions contained herein. **TCC reserves the right to award to one or more Proposer(s)**. 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:

Amy Bradbury
Director, Contracts and Grants
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304

Compensation

Proposer shall be compensated on a reimbursement basis only. The Proposer may invoice TCC only upon completion of each park. 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 upon completion of each park. Proposer must invoice within 15 calendar days of the completion of each park and include the following as back up documentation:

- a) Approved pre-installation inspection form;
- b) All Authorization to Proceed forms;
- c) Each tie-down system installed and invoiced must be clearly identified;
- d) Database of completed park;
- e) Post-installation form certifying that all work performed and enhancements installed are in accordance with the equipment manufacturer's specifications; and
- f) Documentation of post inspections completed by DHSMV.

PROPOSAL SPECIFICATIONS & SPECIAL CONDITIONS

1. Background

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

2. Objective

Contingent upon funding from the State of Florida, the intent of this RFP is to select Contractor(s) to provide tie downs to qualified mobile and manufactured homes in communities throughout Florida. The objective of the program is to identify eligible homes and parks, provide an eligibility status ranking of interested parks, coordinate homeowner's meetings, provide pre-installation inspections, schedule and complete tie-downs and document county inspections throughout the State of Florida without problems or delays.

3. Proposer Qualifications (Tab 2)

- 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's company shall have been actively engaged in the mobile home industry for a minimum of five current consecutive years (2011-2016).

- c.** The Proposer shall employ at minimum 1) a program manager with five (5) years successful experience in the manufactured/mobile home industry, to ensure effective and thorough coordination between the College and proposer, and 2) an operations manager with five (5) years successful experience in the manufactured/mobile home industry to ensure accurate and timely communications and quality services are provided to the eligible mobile homes and parks. The proposer must be familiar with all Federal, State and local laws, ordinances, rules and regulations affecting the work. Curricula Vitae are required with the proposal as proof of managerial experience.
- d.** The 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.** The Proposer shall certify that all work performed and enhancements installed are in accordance with the equipment manufacturer's specifications.
- f.** The Proposer must provide a set of financial statements from the most recently completed fiscal year that has been reviewed by a certified public accountant.
- g.** The Proposer must have the ability to conduct pre-installation inspections. Responses in the proposal must demonstrate this qualification.
- h.** The Proposer must have the ability to coordinate post inspections for a state-wide effort with the DHSMV.
- i.** The Proposer must identify and confirm their ability to tie-down a minimum-number of homes per day within a park.
- j.** The Proposer must submit a plan to professionally conduct, organize or maintain:
1. mobile homes and/or parks intake and eligibility;
 2. pre-installation inspections;
 3. homeowner's meetings;
 4. program documentation, including Authorization to Proceed forms, pre- and post-inspections, skirting requirement forms, requests for information, inquiries, letters of interest, etc.;
 5. the scheduling of work on all approved pre-installation forms;
 6. the scheduling of post inspections with DHSMV; and
 7. a complete database of all program work

4. Conditions and Scope of Work

The Mobile Home Tie-Down Program goal is to reduce property damage from high wind events. A tie-down system is designed to secure the manufactured homes to the ground. Where feasible, tie-down services provided through this program must comply with the rules of the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, Chapter 15C-1, General. All materials and supplies must be on the DHSMV approved products list. No substitutes will be allowed.

All tasks related to this program must be completed by June 15, 2017. Proposer will not be compensated for any work performed after June 15, 2017.

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 Services shall not exceed \$1,850.00 per unit (one manufactured home with tie-down enhancements installed being equal to one unit, including skirting removal and re-installation).
- c.** The homeowner shall be responsible for preparing the home site for the enhancement project and for the cleanup of the home site upon completion of the project. Preparation may include, but is not limited to removal and replacement of shrubbery, awnings, patio furnishings, vehicles, decks, etc.
- d.** Homes must have a minimum of fifteen (15) inches clearance on the perimeter of the home.
- e.** 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 components and technique(s) for the specific home.

f. All piers on each home will be checked, and loose and missing shims will be replaced.

g. The Proposer is responsible for ensuring that all homeowners have submitted a properly completed Windstorm Safety Enhancements Authorization-to-Proceed & Skirting Requirements forms prior to receiving services under this program.

h. The Proposer is responsible for ensuring that a pre-installation inspection, including a work estimate write-up of all eligible units, is performed.

i. 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-1, FAC.

j. 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 per community on a minimum of ten percent (10%) of all enhanced homes.

k. The Proposer/Project Manager shall create and maintain a database which contains the park name; county; name, address (including lot number, if applicable), phone number and insurance company and policy number (if available) of homeowners; date and cost of installation; and name of installer. An electronic copy of the database shall be submitted to TCC, with the invoice, after completion of each mobile home park/community.

l. The Proposer will be responsible for removal and re-installation of eligible skirting. Some homes may have multiple skirting (ex: chicken wire & stack block).

EVALUATION PROCESS

1. EVALUATION METHOD:

- a. An evaluation committee composed of 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).
- b. 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.
- c. 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. Awarding of the contract will be guided by, but not limited to; the following considerations listed below:

- Must have the proven ability to coordinate post inspections with the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, Bureau of Mobile Homes. This must be addressed in detail on the Experience Confirmation Sheet.
- Two managers, each with a minimum of five (5) years experience. One of the two experienced managers must be designated in the proposal as the liaison available to come to Tallahassee Community College, if needed. Proposers should state quickest response time within their RFP.
- Cost per unit (home) for tie downs of each home.
- Contractor must describe in detail their plan to coordinate Eligibility and Intake for the program. This includes, but is not limited to:
 - Coordinate homeowner's meetings with all selected park, and
 - Collect and maintain all Authorization to Proceed forms.
- Financial means to continue to complete parks/communities while carrying the expense of completed parks. The Contractor will be compensated on a reimbursement basis only.
- Describe in detail the plan management will use to professionally organize pre-installation inspections, homeowner's meetings, collection of all

Authorization to Proceed forms, work schedules for approved pre-installation inspections, post installation inspections, phone calls, letters, and maintain the database for a state-wide project.

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

Dr. Barbara Wills
444 Appleyard Drive
Tallahassee, Florida 32304
(850) 201-8590

4. NON-RESPONSIVE PROPOSALS:

- a. 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

5. STATEMENT OF QUALIFICATION:

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

REQUIREMENTS:

Bid Bond (Tab 3)

- a. Proposals must be accompanied by a proposal security which must 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.
- b. 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.

Insurance (Tab 4)

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

B. Conditions:

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
3. The College's Purchasing Director/Risk Manager may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

1. **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.

2. **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 USBs **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 RFP done on a section-by-section basis.

2. **PROPOSAL SUBMITTAL:**

A. **Basic Submittal Information:**

1. **Letter of Intent: (Tab 1)** 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: (Tab 5)** Include the signed and dated acknowledgement page of the last/final addendum issued by the College, if applicable.
3. **Proposal Response Form (Tab 6)**

4. **Proposal Certification Form (Tab 7)**
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: (Tab 8)** 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.

B. Price Proposal:

1. The fees proposed shall remain firm and shall include all charges that may be incurred in fulfilling a contract awarded as a result of this RFP.
2. Clearly indicate deliverables linked to progress payments.
3. Provide a detailed and complete schedule of charges for evaluation committee review. If travel costs are not included in your proposed price schedule, be advised that the college will not pay travel costs in excess of those set by the State of Florida.

List of Tabs:

Tab 1 – Letter of Intent

Tab 2 - Proposer Qualifications

Tab 3 - Bid Bond

Tab 4 - Insurance Requirements

Tab 5 - Acknowledgement of Addenda

Tab 6 - Proposal Response Form

Tab 7 - Proposal Certification Form

Tab 8 - Drug Free Workplace

Tab 9 – Minority and Woman Owned Business Declaration

PROPOSAL RESPONSE FORM

Proposers are required to complete and submit this form. Proposers shall submit one (1) original and two (2) copies of proposal and two (2) electronically on two (2) USB flash medias in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/box marked as noted in the General Conditions of the RFP. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.

Company Name: _____

Address _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____

Company Toll Free Telephone Number: _____

E-Mail Address: _____

Type of Business: ___ Corporation ___ Partnership
 ___ Sole Partnership ___ Joint Venture

Incorporated in State of _____ Date: _____

Number of Years _____

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

If not able to provide services statewide, please indicate service area by county.

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

Name of Company Representative:

Printed _____ Signature _____

Title _____ Date _____

PROPOSAL CERTIFICATION

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

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

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

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

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Proposer _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Date _____

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

DRUG FREE WORKPLACE

Drug-Free Workplace: _____ Yes _____ N/A

If Yes please complete this form.

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies

that _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

Vendor's Signature

Date

Minority and Woman Owned Business Declaration

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

If **Yes** please complete the form.

Minority and Woman Owned Business Declaration Form

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

Type of Business (check applicable area):

- African American Hispanic American Native American Asian American
- American Woman

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

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

Florida 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 employe 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.
- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group’s control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person

does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term “related immediate family group” means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

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

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

ADDENDUM ACKNOWLEDGEMENT FORM
RFP # 2017-05
ADDENDUM #1

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

Sample

Bid No: RFP # 2017-05
Bid Title: Residential Construction Mitigation Program
Opening Date: October 8, 2014 @ 2:00 p.m.
ADDENDUM NO: One (1) Date: XXXXXXXX, 00, 2013

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

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITN.

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: _____

Proposal Summary Sheet

1. Has your firm provided documentation of the capacity of the number of tie-downs by homes per day?
_____ capacity / homes per day _____Page#
2. What is the cost per unit/home?
\$_____Page#
3. Is your firm experienced with state and local laws, ordinances, rules and regulations affecting the work?
_____Yes _____No _____Page#
4. Do managers (each) have proven documentation of at least five years (5) experience?
_____Yes _____No _____Page#
5. Does your firm have proven documentation of 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#
6. Does your firm have documented experience with large scale (30+ homes per day) tie-down programs?
_____Yes _____No _____Page#
7. Does your firm have the fiscal resources to support this project on a cost-reimbursable basis?
_____Yes _____No _____Page#

Use a separate page for any additional information that will assist the screening committee in evaluating the proposal.

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

Proposer's signature

Date

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

Number of tie-downs/homes completed? _____

Average number of tie-downs/homes completed per day? _____

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

Number of tie-downs/homes completed? _____

Average number of tie-downs/homes completed per day? _____

Agency Contact Person

Name: _____ Telephone number: _____

Use a separate page for any additional information that will assist the screening committee in evaluating the proposal.

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

Signature

Date

RFP Score Sheet

| | #1 | #2 | #3 | #4 | #5 | #6 | #7 | #8 |
|---|--|--|---|---|---|---|---|---|
| | Capacity of Tiedown/Homes per day | Average installation cost per tie down | Years Government Project | Years Mgmt. Experience for Manager#1 | Years Mgmt. Experience for Manager#2 | No. of Years Coordination with DHSMV | Large Scale Tie- Down Project Experience | Financial Ability to Fund Project until Reimbursed |
| Points Earned | | | | | | | | |
| Max Points | 15 | 20 | 10 | 5 | 5 | 10 | 10 | 15 |
| Comments: | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Point Guide | Point Guide | Point Guide | Point Guide | Point Guide | Point Guide | Point Guide | Point Guide | Point Guide |
| 20 or less = 0 20-30 = 3 30-40 = 6 40-50 = 9 50-60 = 12 60+ = 15 | Lowest = 20 2nd lowest = 15 3rd lowest = 5 4th lowest = 0 | 4 or less = 0 5-7 = 2 7-9 = 4 9-12 = 6 12-15 = 8 15+ = 10 | 4 or less = 0 5-7 = 1 7-9 = 2 9-12 = 3 12-15 = 4 15+ = 5 | 4 or less = 0 5-7 = 1 7-9 = 2 9-12 = 3 12-15 = 4 15+ = 5 | 2 or less = 0 3-5 = 2 5-10 = 5 10-12 = 7 12+ = 10 | Most Experience = 2nd lowest = 8 3rd lowest = 5 4th lowest = 0 | \$0-\$500,000 = 0 \$500,001-999,999 = 10 \$1,000,000 + = 15 | |

| | | | | | |
|---|--|------------------------------|-----------------------------|----|---|
| <p>Reviewer Name: _____</p> <p>Signature: _____</p> | <table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">TOTAL POINTS POSSIBLE</td> <td style="padding: 5px;">TOTAL POINTS (SCORE)</td> </tr> <tr> <td style="text-align: center; font-size: 24px; font-weight: bold;">90</td> <td style="text-align: center; font-size: 24px; font-weight: bold;">0</td> </tr> </table> | TOTAL POINTS POSSIBLE | TOTAL POINTS (SCORE) | 90 | 0 |
| TOTAL POINTS POSSIBLE | TOTAL POINTS (SCORE) | | | | |
| 90 | 0 | | | | |