

Tallahassee Community College

Invitation to Bid (ITB)

For

Construction and Delivery of High Strength Concrete Domes

ITB 2023-05



Solicitations Due – April 28, 2023 - 1:45 p.m. EST

Solicitation Opening – April 28, 2023 - 2:00 p.m. EST

[Purchasing - Tallahassee Community College \(fl.edu\)](https://www.tallahasseecc.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 a 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 typewritten. 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 must submit **one (1) original hardcopy & three (3) complete electronic sets on a USB flash drives in PDF format. Each section of the proposal must be its own folder within the USB.** Each proposal must have signatures and all supporting documentation on the USB. The USB's are to be in a sealed envelope/box marked as stated in the Proposal Submission clause. This quantity is **required** so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.
3. **PROPOSAL PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this solicitation.
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
 - Solicitation 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.

Receipt of the proposal in the Purchasing Office 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's Purchasing Office.

6. **SUPPLIER REGISTRATION REQUIREMENTS:** Prior to the award of this solicitation, supplier(s) must be registered in TCC's Workday Supplier database. If you previously submitted these forms and

received your **TCC Workday Supplier ID** number, you will not need to re-submit, just reference this number on the **Proposal Response Form. Example of a Workday Supplier ID is SU 000000123.**

If you are not a registered TCC supplier, prior to award of this solicitation you will need to complete our online TCC Vendor Application Form and W-9 at: [Solicitation - Tallahassee Community College \(fl.edu\)](https://www.tcc.fl.edu/purchasing) These forms are submitted electronically which protects your information. Once your forms have been submitted and information has been processed by the Purchasing Office staff, 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 Kelly Martin Kelly.Martin@tcc.fl.edu or Dustin Frost Dustin.Frost@tcc.fl.edu.

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 ITB, such revisions and amendments, if any, will be announced by an addendum to the ITB. 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 ITB may be postponed by such number of days as in the opinion of the Purchasing Director that will enable Proposers to revise their ITB. In such cases, the addendum will include an announcement of the new ITB 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's Purchasing Office in writing or email 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 sign the Proposal Withdrawal Form. Once opened, proposals become the property of the College and will not be returned to the proposers.
12. **POSTING OF RESULTS:** Intent to Award will be posted for review by interested parties on the TCC Purchasing website [Purchasing - Tallahassee Community College \(fl.edu\)](https://www.tcc.fl.edu/purchasing) and the State of Florida's Procurement system [MyFloridaMarket Place](https://www.myfloridamarketplace.com) on or about the date provided on the enclosed ITB schedule and will remain posted for a period of 72 hours.

Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.

PROTEST OF SOLICITATIONS SPECIFICATIONS PROCEDURE: Tallahassee Community College

Procedure for Contract Solicitation or Award Bid Protest procedures may be obtained from the TCC Purchasing Office or accessed by going to the TCC Purchasing website using this link: [TCC-Bid-Protest-Procedures](#).

13. **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.
14. **PUBLIC RECORDS:** Upon posting of Intent to Award or thirty (30) days after opening, whichever is earlier, proposals become “public records” and shall be subject to public disclosure consistent with chapter 119.0731, 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).
15. **INQUIRIES:** All proposers shall carefully examine the Solicitation 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.

Such inquiries regarding this Solicitation outside a pre-proposal conference must be submitted in writing via email to the College’s Director of Procurement and Auxiliary Services at Dustin.Frost@tcc.fl.edu. The College will provide written answers via Question and Answer form posted [Solicitation - Tallahassee Community College \(fl.edu\)](#) and [MyFloridaMarket Place](#). The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this Solicitation.

16. **QUALIFIER’S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal.
17. **PUBLIC OPENING/EVALUATION:** Proposals shall be publicly opened and recorded on the date and time provided on the enclosed ITB schedule unless changed by addendum. No other information or pricing will be read or discussed at the opening. All proposals received after the specified time will not be considered and will be returned to the proposer. Fax, e-mail, telegraph or telephone proposals will not be accepted. A proposal may not be altered after the opening of the proposals. Upon receipt of proposals, an evaluation committee, if required, will select qualified candidates based on criteria contained herein. The evaluation committee may contact qualified responders to give oral presentations after the initial review of all proposals.
18. **ACCURACY OF PROPOSAL INFORMATION:** Any proposer which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
19. **ADVERTISING:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.
20. **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 ITB prior to their performance, it shall be the responsibility of the firm to notify the TCC Purchasing Office 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.

21. **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.
22. **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.
23. **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 thirty (30) days, recommendation will be made to the board for immediate cancellation. The 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.
24. **TERMINATION:** If a contract is awarded as a result of this ITB and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate and award a new contract to the next ranked proposer or to issue a new ITB, 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.
25. **SEVERABILITY:** If any provision of a contract resulting from this ITB is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.
 26. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-proposer or consultant under a

contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

27. **ACCEPTANCES AND REJECTION**: The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.
28. **JOINT VENTURES**: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this ITB.
29. **DISPUTES & PROTESTS**: In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the College shall be final and binding on both parties. Failure to file a protest within the amount of time prescribed in FS 120.57(3) shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
30. **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 ITB. 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.
31. **EQUAL OPPORTUNITY**: The College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status 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.
32. **SMALL BUSINESS PARTICIPATION**: The College strongly encourages small, minority and/or women owned Firms or joint venture Firms to submit proposals. Minority/Women Business Enterprises that file false status of their M/WBE status may be found guilty of a felony of the second degree and be barred from bidding with the College for thirty-six (36) months pursuant to 287.094 Florida Statutes.
33. **DEFAULT**. In the event of default on a contract, the vendor 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 vendor shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

34. **INVOICING AND PAYMENT.** Payment will be made by the College after the service awarded to a vendor have been received, inspected, and found to comply with award specifications, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
- Timely submission of a correct invoice, in strict accordance with the price and delivery elements as stipulated in the purchase order or contract, and submission to Accounts Payable at the address indicated on the purchase order.
 - All invoices shall clearly reference 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.
 - The invoice shall also contain the vendor’s Federal Employer Identification Number (F.E.I.N.).
 - The College’s terms are “Net 30” after acceptance of goods or services and receipt of an acceptable invoice as described herein.
35. **ANTI-DISCRIMINATION:** The proposer certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
36. **OSHA:** The proposer warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)
37. **AFFIRMATION:** By submission of a proposal, the proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. **Proposer agrees to abide by all terms and conditions of this ITB and the resulting contract. No outside terms and conditions will be considered unless approved by the College.**
38. **RENEWAL:** Renewal options for any contract entered based on this ITB will specified in the contract.
39. **FEDERAL FUNDING SOURCE:** If the source of funding is federal, then Federal requirements must be followed including but not limited to Equal Employment Opportunity laws and regulations, the Davis Bacon Wage Act, Anti-Lobbying Certification, the Contract Work Hours and Safety Standards Act, provisions in 2 CFR Part 200.
40. **INDEMNIFICATION:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the College, its District Board of 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 District Board of Trustees 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.

41. **VERIFICATION OF EMPLOYMENT:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the proposer 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 proposer to perform employment duties within Florida and all persons (including sub-consultants) assigned by the proposer to perform work pursuant to the contract with Tallahassee Community College.
42. **PROHIBITION AGAINST CONTINGENT FEES:** Vendors/Suppliers are hereby notified that any contract entered into by the 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 the College for a period up to five (5) years.
43. **OPEN COMPETITION:** The College encourages free and open competition among proposers. Whenever possible, specifications, qualification invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The proposer's signature on its Statement of Qualifications guarantees that the proposer, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the College.
44. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
45. **DEBARMENT:** The College, when using Federal funds may not solicit offers from, award contracts to or consent to sub-contract with contractors debarred, suspended or proposed for debarment, and may disapprove or not consent to the selection (by a contractor) of an individual to serve as a principal investigator, as a project manager, in a position of responsibility for the administration of Federal funds, or in another key personnel position, if the individual is listed in the Excluded Parties List System (EPLS). Also, the College shall not conduct business with an agent or representative of a contractor if the agent's or representative's name is listed in the EPLS. The College shall review the EPLS before conducting a pre-award survey or soliciting

proposals, awarding contracts, renewing or otherwise extending the duration of existing contracts, or approving or consenting to the award, extension, or renewal of sub-contracts.

46. **LOBBYING:** Proposer or Contractor is prohibited from using funds provided under this ITB for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
47. **RECORDS OF RETENTION:** Contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General as per Federal Acquisition Regulation 52.212-5 Subpar 4.7.
48. **SELECTION PROCESS:** The successful company will be selected based on the evaluation criteria described in the applicable sections of this ITB.
49. **ASSIGNMENT:** Neither this ITB nor any duties or obligations assumed under any agreement or contract(s) resulting from this ITB shall be assigned by Firm without prior written consent of the College.
50. **PROPOSER WARRANTY OF ABILITY TO PERFORM:** Proposer shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the proposer's knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the proposer's obligations or diminish the proposer's obligations or diminish the proposer's financial ability to perform the terms of any proposed contract with the College.
51. **INDEPENDENT PROPOSER:** Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the proposer the agent or representative of the College for any purpose in any manner whatsoever. Proposer is, and shall remain, an independent contractor with respect to all services performed.
52. **QUALIFICATIONS MODIFICATION:** A proposer may change the Statement of Qualifications at any time prior to opening; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Statement of Qualifications, which are addressed in the same manner as the Statement of Qualifications, and are received by the College's Director of Procurement and Auxiliary Services, Attn: Dustin Frost before the scheduled opening time will be accepted. The Statements of Qualifications, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope; which is plainly marked A Modification of Qualifications with the proposer's name.
53. **AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2010:** If special accommodations are required in order to attend the Pre-proposal meeting and/or the Statement opening, contact Dustin Frost, Director of Procurement and Auxiliary Services (850) 201-8484.

54. **PROPOSED MATERIALS:** The material submitted in response to the ITB becomes the property of the College and is to be appended to any formal document, which would further define or expand the contractual relationship between the College and the proposer.
55. **PROPRIETARY MATERIAL:** All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
56. **OWNERSHIP OF WORK PRODUCTS:** The College will be considered the owner of all work products produced under any contract that results from this ITB.
57. **ERRORS AND OMISSIONS:** The proposer is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the proposer suspect any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify the College, in writing, and the College shall issue written instructions to be followed. The proposer is responsible for the contents of its Statement of Qualifications and for satisfying the requirements set forth in the ITB.
58. **FIRM'S RESPONSIBILITY:** It is understood and the proposer hereby agrees it shall be solely responsible for all services it proposes, notwithstanding the detail present in the ITB.
59. **PROPOSAL REJECTION:** The College shall have the right to reject any or all Statements of Qualifications and in particular to reject a Statements of Qualifications not accompanied by data required by the ITB or a Statements of Qualifications in any way incomplete or irregular. Conditional Statements of Qualifications will not be accepted.
60. **PERFORMANCE INQUIRY:** As part of the evaluation, the College may make inquiries to determine the ability of the proposer to perform the work. Please provide references as stated in the Previous Experience section of the Instructions for Preparing Proposals in this ITB, preferably from other educational institutions, that shall include the complete name, address, telephone number, and contact person.
61. **GOVERNING LAW AND VENUE:** This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. The College and proposer hereby agree that venues shall lie in Leon, Gadsden or Wakulla County, Florida.
62. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
63. **BID DOCUMENTS:** The bid documents consist of this ITB, the project manual and the project plans. The location for obtaining the bid documents is listed in section 2, Bid and Contact Information. Additional requirements for correctly completing the bid documents are located in the Project Manual
64. **CONTRACT DOCUMENTS:** The successful bidder, after approval from the Board, shall be required to fill out and sign all AIA documents found in the Project Manual. A Purchase Order for the amount of the bid will then be issued. The Bid Documents along with the Purchase Order and all signed forms make up the Contract Documents. Any conflicting information or inconsistencies in the Contract Documents shall be brought to the attention of the Purchasing Department in writing within ten (10) days of the issuing of the Purchase Order
65. **SUBMITTAL:** Proposals must be received by the TCC Purchasing Office by **April 28, 2023** at 1:45 pm EDST.

Proposal Number: **ITB 2023-05**

Proposals will be opened: **April 28, 2023** at 2:00 pm EDST

Proposals Will Be Opened in the TCC Purchasing Office (see address below)

Send Proposal to:

Tallahassee Community College

Purchasing Department

Administration Building 27, Room 193

444 Appleyard Drive

Tallahassee, Florida 32304-2895

END OF SECTION

INSURANCE REQUIREMENTS

1. REQUIREMENTS:

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

A. Minimum Limits:

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

B. Conditions:

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
3. The College's Executive Director of Procurement and Auxiliary Services or designee may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above).
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.

6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

2. **MISREPRESENTATION:**

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

3. **GOVERNMENTAL ENTITIES:**

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

END OF SECTION

EVALUATION PROCESS/CRITERIA

1. EVALUATION METHOD:

- A. If necessary, the evaluation process will consist of an Evaluation Committee composed of TCC staff members, selected by the College’s Vice President for Administrative Services, that will conduct an initial evaluation of all written proposal responses. The selection committee will make a final recommendation to award based on all written proposals and other factors in the best interests of the College.

- B. The College shall be the judges of this project’s best interests, the proposals, and approval of the resulting contract. The College’s decision will be final. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract.

2. NON-RESPONSIVE AND/OR DISQUALIFIED PROPOSALS:

- A. Non-responsive and/or Disqualified 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 and/or disqualified. Non-responsive and/or Disqualified proposals may include, but are not limited to the following:
 - 1. Failure to sign the proposal
 - 2. Failure to acknowledge addenda
 - 3. Failure to provide required submittals/documentation/**Mandatory Forms**
 - 4. Submission of a late proposal
 - 5. Submission of a proposal that contains conflicting terms and conditions than those listed by the College
 - 6. Proposer does not meet minimum mandatory requirements

3. STATEMENT OF QUALIFICATION:

- A. To ensure that all ITB’s are fairly evaluated it is very important that the ITB’s are prepared according to the prescribed format.

B. Point System-Written Proposal

Criteria for Evaluating Written Proposals	Weight
Price (0-30 points)	30%
Design (0-30 points) (Functionality,etc.)	30%
Anticipated Delivery Date (0 to 15 points)	15%
Drug Free Workplace (0 or 5 points)	5%
Certified Women/Minority/Veteran-Owned Business Enterprises - Yes or No (0 or 20 points)	20%
<u>TOTAL</u>	<u>100%</u>

END OF SECTION

GENERAL INFORMATION

PURCHASING AGREEMENTS WITH OTHER PUBLIC AGENCIES:

- A. All firms submitting a response to this ITB 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, unless an exemption is submitted with the proposal. The exemption should be submitted on a separate form with the Statement of Qualifications and labeled Exemption to Purchasing Agreements with other Public Agencies.
- 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 ITB.

SCHEDULE OF EVENTS:

The College will attempt to adhere to the following schedule of events:

Date	Time	Description
04/11/2023	4:00 PM	Release of ITB to Public, Posted on MyFloridaMarket Place & Solicitation - Tallahassee Community College (fl.edu)
04/17/2023	5:00 PM	Deadline for Written Questions / Requests for Information Questions must be submitted in writing via email to Dustin Frost, Director of Procurement and Auxiliary Service Dustin.frost@tcc.fl.edu
04/20/2023	5:00 PM	Anticipated Date of official response to questions via Question and Answer Form will be posted on MyFloridaMarket Place & Solicitation - Tallahassee Community College (fl.edu)
04/28/2023	1:45 PM	Proposals Due
04/28/2023	2:00 PM	Proposal Opening
05/01/2023	10:00 AM	Proposal Evaluations Meeting

END OF SECTION

PROPOSAL SPECIFICATIONS

1. SCOPE OF SERVICES SOUGHT

A. Statement of Qualifications

TCC is requesting quotes for the construction and delivery of 1,000 high strength concrete domes with delivery for an oyster reef restoration project in Oyster Bay using our Oyster Reef Dome Technology. High Strength concrete domes are one part of the system and must be manufactured and delivered to 102 Ben Willis Rd. Crawfordville, FL 32327 for deployment for this project. The Dimensions of the concrete domes are provided below.

B. Background

TCC WEI is looking for a pre-cast concrete company that can mass produce high strength concrete domes to specifications provided and deliver for an oyster reef restoration project in Oyster Bay.

C. Overview

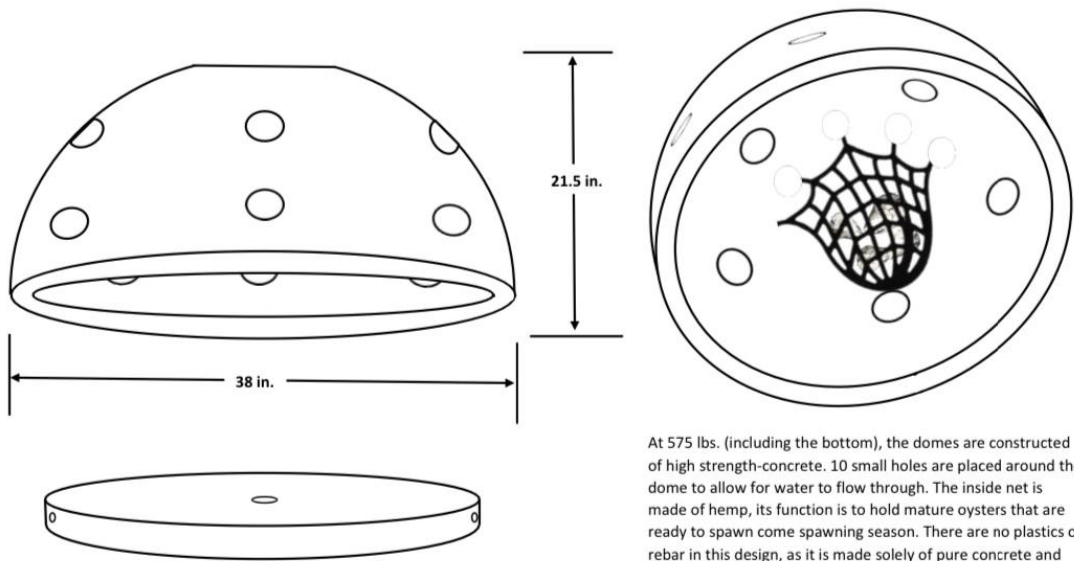
The Tallahassee Community College's Wakulla Environmental Institute Conservation Program has been contracted by United States Department of Agriculture (USDA) to do a Oyster Reef Restoration Project in Oyster Bay, FL. This project has been funded by USDA to deploy 1,000 TCC WEI Oyster Reef Domes in Oyster Bay for Oyster Reef Restoration. The scope of this project must be completed within 9 months of signed contract between the entity and Tallahassee Community College or by February 29, 2024 whichever date is the earliest.

D. Specifications and Equipment

This ITB is for:

High Strength Concrete domes with the following specifications or greater: compressive strength greater than 6,000 psi or 42 Mpa utilizing fiberglass microfibers or equivalent. 21.5 inches high with bottom (attachable) and 38 in wide in a half spherical dome shape with 8-10 – 4 inch holes (4 a few inches from bottom and 4 near top opposite one another). Each dome must come with a stainless-steel hook located on the inside at the top of the dome to attach an enclosed hemp net. Each Dome must be more than 500 lbs. as required by Army Corps of Engineers (ACOE) Permit No: SAJ-2021-00122; Florida Department of Environmental Protection (FLDEP) Permit No.: 0395134-001-EI/65

Oyster Reef Dome
Dimensions and Diagram



At 575 lbs. (including the bottom), the domes are constructed of high strength-concrete. 10 small holes are placed around the dome to allow for water to flow through. The inside net is made of hemp, its function is to hold mature oysters that are ready to spawn come spawning season. There are no plastics or rebar in this design, as it is made solely of pure concrete and hemp.

END OF SECTION

INSTRUCTIONS FOR PREPARING PROPOSALS

1. **PROPOSAL FORMAT:**

The proposal should be divided into sections with references to parts of the ITB done on a section-by-section basis. Each section should be its own "Folder" within the USB

2. **PROPOSAL SUBMITTAL FORMAT AND SUBMISSION REQUIREMENTS –**

Failure to provide information required in this Proposal response portion of this ITB packet may result in a disqualification of entire proposal.

Section 1 - Letter of Understanding - *Mandatory*

A. **Letter of Understanding:** This letter will summarize in a brief concise manner; the proposer understands the Scope of Work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length and should be inserted under **Section 1** of the Proposal.

B. **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.

Section 2 – Price Sheet-*Mandatory*

Section 3- Disputes Disclosure Form-*Mandatory*

The proposer shall answer and provide information for both the firm and firm's personnel within the past 10 years.

Section 4- Public Entity Crimes Form- *Mandatory*

Section 5- Proposal Response Form – *Mandatory*

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

Section 6 – Proposal Certification Form – *Mandatory*

The proposer shall complete and return the Proposal Certification Form of this ITB and insert under **Section 6** of the Proposal.

Section 7 – Drug-Free Work Place Form – *Mandatory*

The proposer shall complete and return Drug-Free Work Place Form of this ITB and insert under **Section 7** of the Proposal.

Section 8 – Minority, Woman & Veteran Owned Business Declaration Form – *Mandatory*

The proposer shall complete and return the Minority, Woman or Veteran Owned Business Declaration Form of this ITB and insert under **Section 8** of Proposal.

Section 9 – Addendum Acknowledge Form – *Mandatory (if applicable)*

It is mandatory that the proposer complete and return all Addendum Acknowledgement Form(s) for this ITB and insert under **Section 9** of the Proposal.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received an ITB package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department website 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: [Solicitation - Tallahassee Community College \(fl.edu\)](http://Solicitation - Tallahassee Community College (fl.edu)) and the State of Florida's eProcurement System MyFloridaMarket Place Vendor Information Portal

Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.

Section 10 – Design – *Mandatory*

Even though the College has provided the schematics for the domes, the proposer should submit a brief concise summary on the design of their dome. Emphasis be placed on hole placement, materials used, weight, how the bottom is incorporated and whether or not the domes are stackable for delivery.

END OF SECTION

Price Sheet-Section 2

<u>SKU#</u>	<u>ITEM</u>	<u>QTY</u>	<u>PRICE</u>	<u>TOTAL</u>

This ITB is for a quantity of 1000 units and must include the following:

Freight: \$ _____

Unit Price: \$ _____

Total price for 1000 units: \$ _____

Warranty: _____

Anticipated Delivery: _____

END OF SECTION

DISPUTES DISCLOSURE FORM-Section 3

Please answer the following questions **Yes** or **No**. If you answer yes to any of the questions please provide a full explanation below the question.

1. Has your company or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last ten (10) years?

2. Has your company or any member of your company been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last ten (10) years?

If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your company had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved?

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Company Name

Date

Authorized Signature

Title

END OF SECTION

PUBLIC ENTITY CRIMES-Section 4

STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting statement)

whose business address is: _____

and (if applicable its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(2)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(2)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(2)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of any entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 297017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

END OF SECTION

PROPOSAL RESPONSE FORM-Section 5

Proposers are required to complete and submit this form. Proposers must submit five (5) copies of proposal electronically on a USB 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 ITB. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.

Company Name: _____

Address _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____

Company Toll Free Telephone Number: _____

E-Mail Address: _____

Type of Business: ___ Corporation ___ Partnership

___ Sole Partnership ___ Joint Venture

Incorporated in State of _____ Date: _____

Number of Years _____

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

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

Name of Company Representative:

Printed _____ Signature _____

Title _____ Date _____

END OF SECTION

PROPOSAL CERTIFICATION-Section 6

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 Invitation to Bid.

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 _____

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Qualifications, 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 ITB. Each responding firm shall submit only one proposal.

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

END OF SECTION

DRUG FREE WORKPLACE-Section 7

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

END OF SECTION

MINORITY, WOMAN, VETERAN OWNED BUSINESS DECLARATION-Section 8

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

If **Yes** please complete the form.

Proposer hereby declares that it is a Certified Minority/Woman Business Enterprises, as defined by section 288.703 Florida Statutes and Certified Veteran Business Enterprise, as defined by section 295.187 Florida Statutes by virtue of the following:

Category of Certificate (check applicable area):

- () African American () Hispanic () Native American () Asian American
() American Woman () Service-Disabled Veteran

Note: 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:

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT FORM-Section 9

ITB # TBD
ADDENDUM #1

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

Sample

Bid No: ITB # TBD

Bid Title: SAMPLE PROJECT

Opening Date: TBD @ 2:00 p.m.

ADDENDUM NO: One (1) Date: XXXXXXX, 00, 2021

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

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

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: _____

END OF SECTION