



RFP #11-05

**Request for Proposal and Evaluation Procedures
Construction Management at Risk Services**

for

Minor Projects on a Continuing Basis

PASCO-HERNANDO COMMUNITY COLLEGE

Due December 5, 2011 at 10:00 a.m.

Table of Contents

Introduction	3-4
Proposal Submission Form	5
Statement of No Proposal Submittal	6
General Conditions, Instructions and Information for Proposers	6-12
General Information.....	13-14
Contract Conditions.....	15-20
Tentative Procurement Schedule	21
Evaluation of Proposals.....	22-24
Instructions for Preparing Proposals	24-31
Evaluation of Written Proposals	32
Evaluation of Oral Presentations	33

Proposal Submittal Forms

Submittal forms are available electronically in *Microsoft Word format* at
<http://phcc.edu/administration/purchasing.php>

1) Proposer Information	34
2) W-9 Taxpayer	35
3) Drug-Free Work Place	36
4) Minimum Qualifications	37
5) Current/Previous Clients	38
6) Disputes Disclosure	39
7) Minority, Women Owned, Service-Disabled Veteran Business Enterprise Designation (SDVBE) Business Declaration	40
8) References.....	41
9) Indemnification Clause	42
10) Equal Opportunity Employer Certificate	43
11) Checklist.....	44

SUBMIT PROPOSALS TO:

**Pasco-Hernando
Community College**

10230 Ridge Road
New Port Richey, Florida 34654

**Attn: Purchasing Department
Room E-114**

Request for Proposals



Contact: **Debra Whittaker**, Purchasing Agent
Phone: (727) 816-3443 Fax: (727) 816-3315
E-mail: whittad@phcc.edu

Website Homepage:
<http://phcc.edu/administration/purchasing.php>

PHCC Calendar: <http://phcc.edu/calendar>

Maps/directions: <http://www.phcc.edu/campuses>

RFP No.: **11-05**

RFP Title:

**Construction Management
at Risk Services for
Minor Projects on a Continuing
Basis**

Issue Date: November 14, 2011

This document will serve to provide interested parties with specific information as to the procedures for selecting General Contractors providing Construction Management at Risk services. All work will be provided for Pasco-Hernando Community College pursuant to Florida Statutes including, but not limited to Sections 235.211 F.S. and Section 287.055.

Proposal Due Date and Time:
December 5, 2011 at 10:00 a.m.

RFP Opening and Recording:
December 5, 2011 at 10:15 a.m.

Introduction

The intent of this Request for Proposal (RFP) is to select one or more Construction Management Companies (CM) to work with the Pasco-Hernando Community College facilities project team and the selected architect(s) on various minor construction, remodel, renovation, and maintenance projects valued up to \$2,000,000. It is anticipated that the contract period will be a three (3) year term for construction management services with a possible extension for two (2) additional one (1) year terms, upon mutual agreement.

The selected firm(s) shall function as a General Contractor (GC), responsible for publicly bidding trade contracts, all scheduling and coordination and the successful, timely, and economical completion of the minor projects. It is the intention of PHCC to take advantage of the tax savings program available to them through owner direct purchase of materials for this project. It is desirable that the CM selected is familiar with this process.

Examples of minor projects:

Site work (i.e. irrigation systems and landscaping); utility system improvements; HVAC renovations and replacement, chilled and hot water system; electrical systems improvement; storm water and sanitary sewer system improvements; domestic water supply improvements; building and site security systems; roof replacement; parking lot improvements; safety-to-life up-grades (fire, health, sanitation); ADA up-grades; renovations, relocations and setup-ups of portable structures; other miscellaneous remodeling/renovations to buildings, College-wide.

The College reserves the right to negotiate the expansion of the scope of work to include other related projects including rebuilding or repairing hurricane or other natural disaster damaged facilities and infrastructure. The College also reserves the right to add services, reduce the scope of work, or conduct work in phases during the contract period under the same conditions and terms of this agreement. Additional buildings and facilities may be included in the future under the same contract. The College reserves the right to negotiate and assign projects as it sees fit with any CM selected under this RFP.

Sealed proposals subject to the terms, conditions, and specifications contained herein are hereby made part of this request. All proposal sheets must be executed and submitted in a sealed envelope. The face of the envelope must be addressed as follows:

RFP 11-05 Construction Management at Risk Services
Attn: Debra Whittaker, Purchasing Agent
Pasco-Hernando Community College
10230 Ridge Road
New Port Richey, Florida 34654

The proposal must be received and physically located in the purchasing department no later than 10:00 a.m. on December 5, 2011, at which time proposals will be opened and recorded. Any proposals that arrive in the purchasing department after this time will be disqualified. The proposals will not be immediately evaluated. An internal Proposal Evaluation Committee will review the proposals at a later date. Proposers selected to give oral presentations will be contacted to set up an appointment. Rankings from initial evaluation will be posted on <http://phcc.edu/administration/purchasing.php>

In order to insure uniformity, proposals must be submitted on the RFP tender forms (available on <http://phcc.edu/administration/purchasing.php>) or exact photo copies. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

All proposing firms shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of PHCC in writing prior to the due date; failure to do so, on the part of the proposing firm, will constitute an acceptance by the proposing firm of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents shall be requested in writing, and received by PHCC **at least seven (7) calendar days prior** to the due date.

It is requested that all questions be e-mailed to **whittad@phcc.edu**, using the following subject line: **RFP 11-05 Question**. Such inquiries regarding this RFP must be submitted in writing to PHCC's purchasing agent. PHCC will provide written answers to the questions in the form of written addendum to all proposing firms who have received the RFP. PHCC will not be responsible for any oral instructions made by any employee(s) of PHCC in regard to this RFP.

Debra Blair Whittaker

Debra Blair Whittaker
Purchasing Agent

Proposal Submission Form

RFP 11-05 Construction Management at Risk Services

This is to certify that I (Proposer) have read and understood the terms, conditions, specifications and other instructions contained in this request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this invitation.

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

PROPOSER: _____

SIGNATURE/TITLE: _____

PROPOSING AS: ___CORPORATION ___INDIVIDUAL ___OTHER (explain) _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____ WEBSITE: _____

Statement of No Proposal Submittal

RFP 11-05 Construction Management at Risk Services

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

RFP 11-05 Construction Management at Risk Services
Attn: Debra Whittaker, Purchasing Agent
Pasco-Hernando Community College
10230 Ridge Road
New Port Richey, Florida 34654

Failure to submit either a Proposal or a Statement of No Proposal Submittal shall be cause for removal from future mailing lists.

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

- Scope of Work or Terms and Conditions are too "restrictive." (Please explain below)
- Unable to meet requirements
- RFP was unclear (please explain below)
- Insufficient time to respond
- We do not offer this type of service or equivalent
- Our employee man loading would not permit us to perform
- Unable to meet bond or insurance requirements
- Other (please explain _____)
- Remove us from your "Proposers List"

COMPANY: _____

SIGNATURE/TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____ WEBSITE: _____

General Conditions, Instructions and Information for Proposers

1. **Definitions:**

- **Contractor/Vendor:** A company or person which is awarded the RFP/contract.
- **DBoT:** The District Board of Trustees of Pasco-Hernando Community College, Florida
- **Proposal Evaluation Committee:** Comprised of PHCC staff. Established to review and score the submittals in accordance with the criteria, and make a recommendation for award. The purchasing agent serves as the nonvoting chairman.
- **PHCC:** Pasco-Hernando Community College; the "College"
- **Proposal:** An offer in response to an RFP.
- **Proposer:** A company or person which submits a proposal.
- **RFP:** Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.
- **SREF:** State requirements for educational facilities
- **FBC:** Florida Building Code

2. **Contact:** Any questions concerning this RFP must be directed to the purchasing agent as indicated above. All prospective Proposers are hereby prohibited from contacting any member of the DBoT or Pasco-Hernando Community College (PHCC) staff member other than the noted contact person regarding this RFP or their proposal prior to posting of a recommendation of award. Any such contact shall be cause for disqualification.

Exception: Contact may be made during the Oral Presentations.

3. **Proposal Submission:** PHCC will receive proposals at the above address. The outside of the sealed envelope/container must be identified as follows:

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

4. **Number of Copies:** Proposers shall submit **TEN (10) COMPLETE SETS** (one [1] original and nine [9] copies) of the proposal, complete with all supporting documentation (i.e.; photographs, drawings, and exhibits) in a sealed, opaque envelope/container marked as noted above. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Proposal Evaluation Committee. **Please provide one electronic copy on flash drive or DVD.**

5. **Due Date/Time:** The proposing firm may submit the proposal in person or by mail/courier service. PHCC cautions proposing firms to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling PHCC's purchasing agent.

6. **Late Submittals:** The deadline time and date will be scrupulously observed. **Proposals received after the specified time and date will be disqualified and shall be returned unopened.** PHCC will not be responsible for late deliveries or delayed mail. The time clock located at the purchasing department shall serve as the official authority to determine lateness of any proposals. Receipt of the proposal in the purchasing department after the time and date specified due to failure by proposing firm to provide the above information on the outside of the envelope/container shall result in the rejection of the proposal. All required information/documents must be included in your timely proposal. Information/ documents received separately after the due date/time will not be accepted or considered.

7. **Proposer Registration:** Proposers who obtain RFP documents from other sources or directly from the website must officially register with PHCC's purchasing agent in order to be placed on the mailing list for any forthcoming addendum, amendments, or

official communications. PHCC shall not be responsible for providing addendum, amendments or other official communications to a proposing firm who receives RFP documents from other sources. Failure to register as a prospective proposing firm may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current addendum.

8. **RFP's Opened and Recorded:** Proposals shall be received at the purchasing department at the above referenced address by the specified time and date. A list of Proposers will be posted on the College website at:

<http://phcc.edu/administration/purchasing.php>

Proposal tabulations ARE NOT provided by telephone.

9. **Delays:** PHCC, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of PHCC to do so. PHCC will notify Proposers of all changes in scheduled due dates by written addendum.

10. **No Proposal:** If not submitting a proposal, respond by returning only the Statement of No Proposal Submittal and give the reason in the space provided. Failure to submit either a proposal or a Statement of No Proposal Submittal shall be cause for removal of the proposing firm from the mailing list.

11. **Proposal Withdrawal:** Proposers may withdraw their proposals by notifying PHCC 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 PHCC and will not be returned to the Proposers.

12. **Additional Information:** No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation to

RFP 11-05 Construction Management at Risk Services

the Proposal Evaluation Committee, unless specifically requested by PHCC.

13. **Addendum/Amendment:** Should any revisions, clarification or supplemental instructions be needed, PHCC will issue a written addendum/amendment to all proposing firms who received an RFP package from PHCC's purchasing department. Proposing firm shall sign, date, and return the **acknowledgement page** of the latest/final addendum/amendment with their proposal. Previous addendum/amendments will be deemed received. It is the proposing firm's responsibility to contact PHCC's purchasing agent in the event that a previous addendum/amendment is not received. All proposing firms should **check the website** at least **seven (7) calendar days** before the date fixed for receiving the proposals to ascertain whether any addendum/amendments have been issued.

14. **Posting of Award:** Recommendation for award will be posted for review by interested parties on the PHCC website prior to submission through the appropriate approval process to the District Board of Trustees for final approval of award.

15. **Award:** PHCC anticipates award to the Proposer who submits the proposal judged by PHCC to be the most advantageous. PHCC anticipates awarding one or more contracts. Final approval of the awarded Proposer(s) shall be by PHCC's District Board of Trustees at a regularly scheduled public meeting.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within PHCC, and executed by the parties.

16. **Termination:** If the awarded contract is terminated or cancelled within the first year of the contract period, PHCC may elect to negotiate and award the contract to the next ranked Proposer or to issue a new RFP, whichever is determined to be in the best interest of PHCC.

17. Proposal Preparation Costs: Neither PHCC or its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

18. Accuracy of Proposal Information: Any Proposer which submits in its proposal to PHCC any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

19. News Releases: The Proposer shall obtain the prior approval of PHCC for any news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

20. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Three (currently \$50,000⁰⁰) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

21. Public Records: Upon award recommendation or ten (10) calendar days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify

the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorney's fees, associated with defending such asserted exemptions from disclosure. Proposals may be reviewed at the purchasing office during normal working hours by appointment.

22. Acceptance / Rejection: PHCC 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. PHCC reserves the right to make the award to that Proposer who, in the opinion of PHCC, will be in the best interest of and/or the most advantageous to PHCC.

PHCC 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 PHCC's opinion, is not in a position to perform properly under this award. PHCC reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

23. 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.

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

25. Familiarity with Laws: All Proposers are required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to the following: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities),

Florida Statutes 402.301 – 402.319, OSHA regulations, and all Civil Rights legislation.

26. **EEO Statement:** PHCC is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin or gender.

27. **Conflict of Interest:** All Proposers must disclose with the proposal the name of any officer, director, or agent who is also an employee or member of the District Board of Trustees of PHCC. All Proposers must disclose the name of any PHCC employee or member of the DBoT who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm.

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

29. **Prices, Terms and Payment:** Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) **Taxes:** PHCC does not pay sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192 F.S.

(b) **Discounts:** Proposers may offer a cash discount for prompt payment. Discounts for less than 30 days shall not be considered in determining the lowest net cost for proposed evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of

correct invoice at the office specified, whichever is later.

(c) **Mistakes:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk. In case of mistake in extension, the unit price will govern.

(d) **Clarification/Correction of Proposal Entry:** PHCC reserves the right to allow for the clarification of questionable entries and for the correction of **obvious mistakes**.

(e) **Condition and Packaging:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be the current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(f) **Safety Standards:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereof.

(g) **Underwriters' Laboratories:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

(h) **Payment:** Payment will be made by the College after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposed. An original and two copies of the invoice shall be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

30. **Delivery:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.
31. **Manufacturers' Names and Approved Equivalents:** Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products, indicate on the proposal the manufacturer's name and number. Proposal will include cuts, sketches, descriptive literature, and complete specifications. The Proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed in the proposal.
32. **Additional Quantities/Services:** PHCC reserves the right to acquire additional quantities/services at the prices quotes in the proposal. If additional quantities/services are not acceptable, the proposal must be noted "Proposal is for Specified Quantity/Services only".
33. **Service and Warranty:** Unless otherwise specified, the Proposer shall define any warranty service and replacements that will be provided during and subsequent to the contract. Proposers must explain on the proposal to what extent warranty and service facilities are provided.
34. **Samples:** Samples of items, when called for, must be furnished free of expense, on or before RFP recording time and date, and if not destroyed, may upon request be returned at the Proposer's expense. Each individual sample must be labeled with the Proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.
35. **Nonconformance to contract conditions:** Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. These items and items not delivered as per delivery date in proposal and/or purchase order may result in the Proposer being found in default, in which event any and all re-procurement costs may be charged against the defaulting Proposer. Any violation of these stipulations may also result in the vendor's name being removed from the vendor mailing list.
36. **Inspection, Acceptance and Title:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the Proposer until accepted by the College, unless loss or damage results from negligence by the College.
37. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the items offered in the proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the College at once, indicating in the specific regulation which required an alteration. PHCC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or

to cancel the contract at no expense to the College.

38. **Legal Requirements:** Applicable provision of all federal, state, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposed response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
39. **Disputes:** In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder the decision of the College shall be final and binding on both parties.
40. **Advertising:** In submitting a proposal, the Proposer agrees not to use the results thereof as a part of any commercial advertising.
41. **Assignment:** Any Purchase Order issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the College.
42. **Liability:** The vendor shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of the contract.
43. **Patents and Royalties:** The Proposer, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design,

device or materials in any way involved in the work.

44. **Franchises/Subcontractors:** All terms and conditions of the contract apply to franchisee as well as the franchisor. PHCC must be notified of franchisee agreements or subcontractors prior to acceptance of proposal.

Note: Any and all verbiage hereafter which varies from these proposal guidelines shall have precedence.

Clarification: No laws, rules, regulations or statutes, etc., will, may, or are intended to be superseded by any verbiage herein.

General Information

1. Pasco-Hernando Community College Background

- Pasco-Hernando Community College (PHCC) was established in 1972.
- PHCC is a publicly supported, associate degree (2-year) granting institution serving Pasco and Hernando Counties.
- PHCC has a total head count of nearly 18,000 students
- PHCC employs nearly 700 full-time and part-time faculty and staff. PHCC is one of the largest employers in Pasco and Hernando counties.
- PHCC's campuses are non-residential.
- Four campuses, located as far as 35 miles apart, are in Brooksville (Hernando County), Dade City (eastern Pasco County), New Port Richey (western Pasco County), and Spring Hill (Hernando County). A new campus in Wesley Chapel is in the early construction phase.

Site Addresses:

- 10230 Ridge Road, New Port Richey, FL 34654 (West Campus)
- 11415 Ponce de Leon Blvd., Brooksville, FL 34601 (North Campus)
- 36727 Blanton Road, Dade City, FL 33523 (East Campus)
- 450 Beverly Court, Spring Hill, FL 34606 (Spring Hill Campus)

2. Selection Process

Firms will be evaluated using a two step, points driven process. Up to four firms with the highest points from the initial screening will be short listed and invited to make oral presentations. Following the presentations, the short listed firms will again be rank ordered based on points awarded from the presentations. Each of the two steps in the process is independent of one another and points awarded from the initial screening will not be added to the points awarded from the presentations to determine the final ranking.

The Proposal Evaluation Committee evaluates responsive proposals. Committee members, other College employees, and members of the District Board of Trustees are not to be contacted regarding this request for proposal during the proposal selection process. **Violation of this prohibition shall result in disqualification.**

The Proposal Evaluation Committee may include the following:

- One representative from District Board of Trustees (oral presentation only)
- Two representatives from Financial Services
- One representative from Facilities Planning
- One representative from East Campus
- One representative from North Campus
- One representative from West Campus
- One representative from Spring Hill Campus
- One representative from Purchasing (non-voting)

The Proposal Evaluation Committee will review all proposals received on time that are responsive to the solicitation requirements and short list up to four firms with the highest score using the College's evaluation criteria.

The Proposal Evaluation Committee will conduct interviews and receive presentations from the short list firms and will rank each firm in accordance with the College's evaluation criteria.

The Proposal Evaluation committee will recommend to the District Board of Trustees for approval the ranking of the firms and proposed project assignments. Once the Board has approved the final rankings, the Board shall engage, or authorize one or more persons to engage, the highest ranked finalist, or designated finalists as the case may be, in negotiations for the purposes of establishing a contract for services. In doing so, the Board or its designee shall determine and negotiate a contract and compensation that is fair, competitive, and reasonable for the services to be provided. The negotiated contract for construction management services will then be recommended to the District Board of Trustees for approval.

Should the Board or its designee be unable to negotiate a satisfactory contract with the selected firm(s) at a price that the Board or its designee determines to be fair, competitive and reasonable, the Board or its designee shall formally terminate negotiations and then undertake negotiations with the next highest ranked finalist or designated finalist as the case may be. Failing to reach a contract with the next most qualified firm, the Board or its designee shall formally terminate negotiations with such firm and then undertake negotiations with the next highest ranked finalist.

3. Time Period for Acceptance

All proposals received shall remain firm for a period of one hundred twenty (120) calendar days, after the date specified for receipt of proposals.

4. 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 virtue of this Request for Proposal.
- C. This agreement in no way restricts or interferes with the right of any political subdivision to re-propose any or all items.

5. Proposal Evaluation Committee Meeting

A meeting of the Proposal Evaluation Committee will occur on or about December 8, 2011 to review all the submitted proposals and to rank order the top four companies. Those firms will be notified on or about December 9, 2011 and interviews scheduled by the College's purchasing agent. Only those firms short-listed will be contacted directly by the College's purchasing agent.

Results will be posted on the College's website at:
<http://phcc.edu/administration/purchasing.php>

6. Interviews (Oral Presentations)

Interviews with the top Proposers will be held on January 20, 2011 in Room C-205C, West Campus. Individual timeslots will be assigned for each firm. The oral presentation will be 30 minutes in length with a 15 minute open floor to answer any questions from both parties.

Results will be posted the next day on the College's website at:
<http://phcc.edu/administration/purchasing.php>

Contract Conditions

1. Contract Terms

The terms, specifications and conditions of this proposal constitute the total agreement and no further conditions will be accepted, unless mutually agreed upon.

Proposer warrants that the prices, terms and conditions quoted in the submittal will be firm for a period of one hundred twenty (120) days from the date of the proposal due date unless otherwise stated by the Proposer. At the time of Contract Negotiations, a construction management fee will be established based on the Proposer's fee schedule in the RFP. **This fee shall be for the life of the contract.**

Each professional service contract entered into by the Board shall contain a prohibition against contingent fees as follows: "The Construction Manager/General Contractor (CM/GC) warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM/GC to solicit or secure this agreement and that it has not paid or agreed to pay any person, employee working solely for 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 Board 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.

The CM will be required to seek bona fide competitive bids for all subcontracted work. A completed proposal will be submitted to the Facilities Department for approval. The Contractor shall seek bids from qualified minorities.

All construction work shall be performed by licensed trade contractor or may be self performed by the CM/GC's own forces.

2. Contract Period

The purpose of this Request for Proposal is to establish a three (3) year contract with the option for two (2) additional one (1) year extensions, based on performance review and other criteria established for awarding the contract. The commencement date of a contract resulting from this proposal will be determined at a later date.

3. Contract Documents

The contract entered into by the parties shall consist of this Request for Proposal, the signed proposal submitted by the Proposer, Special Terms and Conditions, Specifications and Attachments, including all modifications thereof, all of which shall be referred to collectively as the contract documents.

4. Qualifications of Proposers

All Proposers will be evaluated as to organization, ability to perform, financial condition and experience. The College reserves the right to reject any Proposer where such evaluation does not satisfy the College or for any reason it deems appropriate at its discretion.

Proposers must meet the requirements in Tab #1 in order to be considered for this contract.

5. Termination/Cancellation

Pasco-Hernando Community College reserves the right to cancel this contract for non-performance in the event the Proposer does not perform within the terms, conditions and specifications of the contract documents. Upon notification in writing to the purchasing department by the campus official responsible for the administration of the contract of the facts concerning non-performance, the Proposer will be notified of the problem and will have ten (10) days to correct same. If the Proposer fails to correct the problem to the satisfaction of the College within the ten (10) day period, the College reserves the right to serve notice of cancellation to be effective within ninety (90) days of notification. In the event of such cancellation, the College may elect to award the contract to the next ranked Proposer, extend the contract of another vendor currently under contract to provide like services, or re-issue the proposal, whichever is in the best interest of the College.

Either party may terminate the contract prior to any renewal date upon ninety (90) days notice. Notice of renewal/extension, if any, shall be provided by PHCC at least 90 days prior to expiration of the then current term.

The obligations of the College under this award are subject to all terms and conditions established by the legislature of the State of Florida. The College has the option to discontinue service at no expense to the College if college policy or Florida Statutes determine it is in the College's best interest, or if inadequate funding is appropriated to the College to continue.

6. Selling, Transferring or Assigning Contracts

In the event that the successful Proposer is purchased by another company during the term of the contract, the succeeding company must honor all of the terms and conditions contained herein. PHCC has the right to reject the new vendor and terminate this agreement without cause.

7. 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 proposal. The relevant laws include but are not limited to, the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), general OSHA regulations, and all civil rights legislation.

8. Licensing

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to the College representative. The Proposer will maintain all appropriate licenses and permits specified by Pasco County and Hernando County, and any appropriate agency of the State of Florida. The Proposer shall provide copies of these licenses to the College prior to the start of the contract. Failure to maintain the required licenses shall be cause for termination.

9. Tort Immunity

The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

10. Award of Contract

The District Board of Trustees will make the award in the best interest of the College. The DBoT reserves the right to award to the Proposer(s) who will best serve the interests of the College. The DBoT reserves the right to reject any or all proposals, and to waive any technicalities in proposals received.

11. Governing Law/Venue

The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this agreement shall be litigated in Pasco County of the State of Florida.

12. Protection and Security of Building and Property

The Proposer shall assume full responsibility and be held liable by PHCC for any loss of property and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this agreement or from the Proposer's failure to properly secure College facilities. The extent of this responsibility is not limited to only PHCC property but extends to any property including lease equipment on College locations. The Proposer shall be held liable by PHCC for damages caused by his/her employees to any equipment apparatus or installed property in the buildings in which work is performed under this specification.

Work shall be carried on in such a manner that there will be no interruption of College business.

The Proposer shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.

13. Supervision and Safety

The Proposer shall be responsible for the supervision, direction and annual safety training for his/her employees in Right to Know, Blood-borne Pathogens, and golf cart operation. All equipment used by the Proposer shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on College property.

14. Emergency Services Due to Natural Disasters/Forces

Definition: "Natural disaster" or "disaster" means conflagration, flood, storm, earthquake, hurricane, sinkhole, or other public calamity.

Proposer shall provide the name of a contact person and phone number that will afford the College access, 24 hours per day, 365 days per year, in the event of major issues or disasters. This information will be available to the Pasco-Hernando Community College contact person on each campus.

15. Indemnification

The Proposer shall indemnify and hold harmless the College and their agents and employees from and against all claims, losses and expenses including attorney's fees, arising or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the College or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

16. Miscellaneous Contractual Provisions

- A. Any number of counterparts of this agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.
- B. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- C. No change, modification, termination or attempted waiver of any of the provisions of this agreement shall be binding upon any party hereto unless reduced in writing and signed by the party or parties against whom enforcement is sought.
- D. All understandings and agreements between the parties are contained herein and the parties acknowledge that no representation or warranties have been made other than those specifically set forth herein.
- E. This agreement is not assignable unless all parties to this agreement approve of the assignment.
- F. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.
- G. If any party to this agreement is a corporation or a partnership, then all such parties represent to all parties to the agreement that they are duly organized, validly existing and in good standing under the laws of the State of Florida and have full capacity, power and authority to convey execute this agreement and to otherwise comply with the terms and conditions of this agreement.
- H. The title and captions of paragraphs and subparagraphs contained in this agreement are provided for convenience of reference only, and they shall not be considered a part of this agreement for purposes of interpreting or applying this agreement; such titles or captions are

not intended to define, limit, extend, explain, or describe the scope or extent of this agreement or any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.

- I. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular or plural, as the identity of the person or entity of the persons or entities may require.

17. Supervision and Staffing

- A. PHCC reserves the right to approve all personnel assigned on this contract. Any changes during the contract period must be approved by PHCC before implementation. PHCC reserves the right to reject any candidate for any reason. PHCC shall have the right to have any assigned worker removed for any reason.
- B. The Proposer shall provide and maintain an organizational chart indicating personnel assignments. PHCC shall be notified of any personnel changes before they are implemented by the Proposer.

18. Organizational Chart

- A. The Proposer shall provide PHCC's representative written lists of all employees assigned to work with PHCC within five (5) working days of the contract start date. The list shall include the following:
 1. Employee's full legal name
 2. Business address
 3. Business telephone number
 4. Cell phone number
 5. E-mail address
- B. The Proposer shall be held responsible for the accuracy of the data required, and shall update the list immediately should there be any changes.

19. Conduct

- A. The Proposer shall require his/her employees to comply with any and all instructions pertaining to conduct and building regulations issued by duly appointed officials, such as PHCC's representative and security guards.
- B. The Proposer's employees shall refrain from using vulgar/foul language while on PHCC campuses.

20. Qualifications of Personnel

- A. All personnel assigned by the Proposer to perform work under this contract, including those of any sub-contractor, shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the Proposer's responsibility to insure that all personnel meet the physical standards needed to perform the work assigned. All personnel assigned by the Proposer shall be trained and experienced, qualified in this type of work.

- B. A criminal record check shall be completed for all personnel prior to employment/assignment to PHCC's contract. All personnel working on the PHCC contract shall have no criminal record/history for the past five (5) years. PHCC will reject any Proposer's personnel whose criminal background check demonstrates that he/she failed to report criminal convictions accurately. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude, or any person who has been classified as a sexual offender or sexual predator under the Law of Florida or any other state, within 10 years immediately preceding the date of his/her hire with the Proposer will not be allowed to work on the College's projects. The CM/GC shall perform background checks on their subcontractors.
- C. Verify to PHCC that all personnel assigned to the College's projects are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Card Form (5) or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
- D. PHCC may require the removal of any persons assigned to the College's projects who do not comply with the above requirements.

21. Access to PHCC Premises

- A. Neither the Proposer nor their employees shall permit any unauthorized individual to have access to the building, rooms or grounds designated herein.
- B. The Proposer's employees shall not allow any non-project related individuals to have access to any PHCC worksite.

22. Key Personnel

The Proposer shall notify PHCC in the event of key personnel changes which might affect this contract. Notification shall be made immediately of said changes. PHCC has the right to reject proposed changes in key personnel.

23. Supplemental Requirements

Other work required outside the scope of the contract will be quoted under regular purchasing procedures. The successful Proposer will be afforded the first opportunity to quote on these projects.

Tentative Procurement Schedule

1. The tentative procurement schedule for this procurement is as follows:

Date	Item, Location and Time
November 13, 20, & 27, 2011	RFP Advertised and Released (distributed)
December 5, 2011	Proposals Due <i>Deliver to downstairs Lobby, E Building, West Campus - 10:00 a.m.</i>
December 8, 2011	Proposal Evaluation Committee Meets and Short-lists
December 9, 2011	Short-list posted
January 20, 2012	Oral Presentations- Short listed firms – Rank Order <i>9:00 a.m. Room C-205 C, West Campus</i>
February 21, 2012	DBoT approval
February 22, 2012	Posting of Final Rankings
TBD	Contract negotiations and approval

2. The above schedule is subject to change. All changes will be posted on the College website at:
<http://www.phcc.edu/administration/purchasing.php/>

Evaluation of Proposals

1. Evaluation Method

- A. PHCC will appoint a Proposal Evaluation Committee consisting of members of its DBoT and staff to evaluate proposals, and to recommend award of a contract with the Proposer(s) which meets the best interests of PHCC.
- B. The District Board of Trustees shall make the final award.
- C. PHCC shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. PHCC's decisions will be final.
- D. Evaluations of written and oral presentations are independent of each other. Written proposals are used for the purpose of short-listing. Oral presentations by the short-listed companies will be used for the purpose of determining the rank order of the firms by the committee.

2. Non-Responsive Proposals

- A. Non-responsive proposals will be rejected by the purchasing department, and will not be distributed to the Proposal Evaluation Committee for consideration. Additionally, the Proposal Evaluation Committee may determine that the 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:
 - 1) Failure to follow the required format
 - 2) Failure to sign the proposal
 - 3) Failure to acknowledge addendum (unless all changes are not material)
 - 4) Failure to meet minimum requirements or to provide required submittals/documentation
 - 5) Submission of a late proposal
 - 6) Proposer does not meet minimum qualifications/requirements
- B. The Proposal Evaluation Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of PHCC based on the evaluation criteria.

3. Evaluation Criteria

The criteria and weights established by PHCC and contained in this RFP shall be utilized in the evaluation of the written proposals and oral presentations.

4. Consensus Scoring

- A. The Proposal Evaluation Committee may choose to use consensus scoring in the initial review/evaluation of the written proposals in order to develop a smaller number of proposals to be afforded extensive individual and collective review.

- B. The Proposal Evaluation Committee shall then utilize an evaluation form to rate/evaluate each of the remaining proposals.

5. Short-Listing

- A. The Proposal Evaluation Committee shall utilize an evaluation form to rate/evaluate each of the proposals (unless consensus scoring is utilized, as clarified in #4 above).
- B. Up to four firms with the highest scores rated in accordance with the criteria and their weights will be invited to give oral presentations.
- C. The list of short-listed Proposers will be posted on the College's website. <http://www.phcc.edu/administration/purchasing.php/>

6. Notification of Short-Listing

The short-listed proposers will be notified, as follows:

- A. An e-mail will be sent to those firms who have been short-listed, notifying them of the place and time of their interview/presentation.
- B. In the event that there are any specific questions/clarifications that the Proposal Evaluation Committee would like for all of the Proposers to address, they will be included in this notification.

7. Oral Presentations

- A. Firms responding to this RFP must be available for presentations/interviews.
- B. The tentative schedule for these presentations is January 20, 2011 in C-205C at the West Campus. Should there be any changes to the time or location, they will be posted on the College's website.
- C. The interview time shall be limited to forty-five (45) minutes. Thirty (30) minutes shall be allotted to the presentation with the remaining time for questions and answers with your project committee.
- D. It is required that the project manager and project superintendent (or other key employees who will be assigned to this project) be present.
- E. Handouts and/or "leave behinds" are permitted.
- F. PHCC will **not** provide computer or A/V equipment. Proposers should bring their own equipment to use for PowerPoint (or other) presentations. The College will provide a projection screen and extension cord.

8. Identical or Tie Scores

In the event two (2) or more Proposers are deemed equal during the evaluation process, the following criteria, in order of importance, shall be used to break said tie:

- A. Proposer's experience with similar projects at other Florida College System institutions.
- B. Proposer's work experience with other public entities in Pasco or Hernando counties

- C. Proposer's work experience in the State of Florida
- D. Minority, Woman Owned, and Service-Disabled Veteran Business Enterprise Designation

9. Site Visits

Members of the Proposal Evaluation Committee may choose to visit a short-listed Proposer's current project worksite. Proposers will be given at least 24 hours advance notice of any site visits planned by PHCC.

Instructions for Preparing Proposals

Forms

For ease in preparation of your proposal, all required forms are available in electronic format (Microsoft Word) at the following web page:

<http://phcc.edu/administration/purchasing.php>

Proposal Format – Initial written screening criteria (200 points)

A. For ease of evaluation

1. Proposal must be bound (3 ring binder or Proposer's choice of binding)
2. The proposal must be submitted on 8½" x 11" paper
4. With headings and sections numbered as indicated in Section C below
5. The sections should be separated by using divider tabs for easy reference and may be either pre-numbered or include the section title
6. Proposal information may not be hand written and shall not exceed 100 pages
7. **Electronic copy – flash drive or DVD required – one copy**

B. Number of Copies

Proposers shall submit TEN (10) COMPLETE SETS (one [1] labeled original signature and nine [9] copies) of the proposal, complete with all supporting documentation (i.e.; photographs, drawings, and exhibits) in a sealed, opaque envelope/container marked as noted above. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Proposal Evaluation Committee.

C. The proposal should be divided by tabs into the sections identified below with references to parts of this RFP done on a section-by-section basis. The sections shall be numbered and named:

1. Minimum Requirements
2. Related building experience and references **(40 points)**
3. CM qualifications and staffing **(40 points)**
4. Methodology **(30 points)**
5. Proposed fee schedule **(20 points)**
6. Financial Capability *(this section of your submittal is exempt from Public Records)* **(20 points)**
7. Insurance Requirements **(20 points)**
8. Disputes, litigation and defaults **(10points)**

9. Information systems (10 points)
10. Distance to sites (10 points)

Proposer may provide additional relevant information in separate tab(s) at the end of the proposal.

Tab 1. Minimum Requirements

This section should include all the checklist items listed on page 44.

Proposers shall include the following information/submittals:

- A. **Letter of Intent:** This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work and make a positive commitment to provide the services during the contract term. The letter must be signed by an official authorized to make such commitments and enter into a contract with PHCC. The letter must indicate the official's title or authority. The letter should not exceed two pages in length. Provide a brief statement of qualifications that includes the firm's size, geographic location in relation to the project, and the office that will support the contract for this project.
- B. **Acknowledgment of Addendum:** Include the acknowledgement page (signed and dated) of the last/final **addendum** issued by PHCC, if applicable.
- C. **Proposer Information:** Complete the Proposer Information form, which includes:
 - 1) **Proposer:** Company/firm name and addresses (street address and mailing address)
 - 2) **Contact Person:** Main contact person who should be contacted regarding your proposal, and whom to notify as to short-listing, oral presentations, and recommendation of award
 - 3) **Internet Contact:** Include contact person's E-mail address, and the firm's website address (if applicable)
 - 4) **State:** (*ex: Florida or Alaska*) where incorporated
 - 5) **FEIN:** Provide the **Federal Employer Identification Number** of the Proposer
 - 6) **SSN:** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners **if the FEIN is not provided**
 - 7) **Telephone Number:** Direct phone number of the contact person
 - 8) **Toll Free:** Direct toll-free phone number of the contact person, if applicable
 - 9) **Fax Number:** Direct fax number of the contact person
 - 10) **Type of Business:** Identify the type of business entity involved (e.g.; corporation, sole proprietorship, partnership, joint venture, etc.)
 - 11) **Organizational Chart** Develop an organizational chart as it relates to the proposed minor projects indicating key personnel noted and their relationship. **It shall be understood that it is the intent of the College to expect that those key personnel indicated as the project team in this RFP response actually execute the project.** If it is a joint venture, or prime/subcontractor arrangement of two firms, indicate how the work shall be distributed between the associated firms. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.
 - 12) **Type of Licenses:** Provide copy(ies)
- D. **Corporate Information:** If Proposer is a corporation, provide a copy of the certification from the Florida (or other state) Secretary of State 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.

- E. **Subsidiaries:** Name any subsidiary or affiliated companies in which principals have a financial interest, only as it relates to the performance of this contract. Explain in detail the principals' interest in this company and nature of business.
- F. **History of Firm:** Indicate firm history (chronologically).
- G. **W-9 Form:** Submit a completed W-9 form (also available on the Internet at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>).
- H. **Drug-Free Workplace:** If applicable, provide a statement concerning the Proposer's status as a Drug-Free Work Place [DFW].

Tab 2. Related Building Experience and References (0-40 points)

The submission should include:

- A. List all current construction management services contracts or small work projects up to \$2,000,000 within a sixty (60) mile radius of the PHCC campuses. Include at least three (3) examples but no more than five (5) similar to the project description described herein, to include the following information:
(30 points)
 - 1) **Project Owner name**
 - 2) **Scope of Work**
 - 3) **Location(s) of work**
 - 4) **List current small works projects**
(Include projects that range in construction cost from small {i.e. \$50,000} to the dollar limit of the continuing services contract).
 - 5) **Proposing firm's staff member names/assignments in current listed projects**
 - 6) **Reference letter from each listed Project Owner Representative**
(on Owner letterhead to include contact phone number plus e-mail addresses)
Provide at least three (3) written references.
 - 7) **Length of current continuing services contract or number of projects and years of service with a current client**
 - 8) **Other pertinent information that may be relevant**
- B. List **past** construction management continuing services contracts or small works projects up to \$2,000,000. Include at least three (3) examples but no more than five (5) similar to the project description described herein, to include the following information: **(10 points)**
 - 1) **Project Owner name**
 - 2) **Scope of Work**
 - 3) **Location(s) of work**
 - 4) **Reference letter from each listed Project Owner Representative**
(on Owner letterhead to include contact phone number plus e-mail addresses)
Provide at least three (3) written references.
 - 5) **Date contract terminated and why**
 - 6) **Other pertinent information that may be relevant**

Tab 3. CM Qualifications and Staffing (0-40 points)

A. Provide the following information:

- 1) **Firm name;**
- 2) **Address of office to perform work;**
- 3) **Name, title, email address, telephone/fax number of individual to contact in regards to this RFP;**
- 4) **Firm's corporate structure/ownership** (Are there any mergers and/or acquisitions pending?)
- 5) **Describe the typical organizational structure to be used to staff a project and the responsibilities of each staff member;**
- 6) **Provide a brief résumé** (no more than 1 page each) of key individuals anticipated for the agreement period to include, but not limited to, Project Executive, Project Managers, Project Superintendents, Project Engineers, Estimators and Schedulers. Include the following:
 - a) Name/Title;
 - b) CM Role/Assignment;
 - c) Years of experience in this type of role/assignment with current firm and with other firms;
 - d) Years overall experience with current firm and with other firms doing similar work;
 - e) Education (degree(s), specialization, certificates);
- 7) **Other experience and qualifications that may be relevant to the project.** Consideration will be given to, but not limited to, years of experience, experience with State of Florida Higher Education.
- 8) **Provide an organizational chart.**

Tab 4. Methodology (0-30 points)

Describe methodologies employed that document the capabilities of Proposer in providing continuing construction management at-risk services in the following project areas:

1. **Pre-construction Services (5 points)**
 - a) Options Analysis
 - b) Design Review
 - c) Budget Estimating
 - d) Value Engineering
 - e) Life Cycle Cost Analysis
 - f) Constructability Analysis
2. **Construction Services (10 points)**
 - a) Construction Scheduling (include discussion on how Proposer's firm develops, monitors and corrects the construction schedule to ensure the schedule is maintained.
 - b) Quality Control (design & construction)
 - c) Cost Control
 - d) Change Order negotiation
 - e) Security Systems
 - f) Safety Programs
3. **Post-Construction Services (5 points)**
 - a) Claims Management
 - b) Project Close-Out
 - c) Warranty Period Services

Tab 5. Proposed Fee Schedule (0-20 points)

A. Proposed construction manager fee (overhead and profit)

(Overhead and profit shall include costs for office supplies, check processing fee, and any non-jobsite costs and personnel. For example, contractor administration, project estimator, project scheduler, accountants, project director, etc.)

% _____

B. General conditions as a percentage (%) of the cost of work (total cost of all divisions + contingency)

\$0 to \$200,000	% _____
\$200,000 to \$500,000	% _____
\$500,000 to \$1,000,000	% _____
\$1,000,000 to \$2,000,000	% _____

C. CM Payment and performance bonding rate _____

D. Optional: In **addition** to the above, a Proposer may offer an alternative pricing methodology that will result in an overall lower project cost to the College.

Tab 6. Financial Capability (0-20 points)

The Construction Manager will be required to provide 100 percent performance and payment bonds for the full value of each project which can be up to \$2,000,000. The surety utilized must be acceptable to the Owner and meet the specific Owner requirements as to size and rating. The Construction Manager must provide a letter from the Surety indicating their willingness to provide all necessary performance and payment bonds that shows their fullest capacity along with a statement of the bonding capacity of the firm. In addition, provide the current rating of the Surety, as determined by the latest edition of A.M. Best, as well as the U.S. Department of Treasury Surety list.

Submit with the proposal response in a separate sealed envelope and marked "Confidential" One (1) each audited balance sheet and profit and loss summary for the last calendar/fiscal year. The College's Finance department will evaluate financial measures such as current position, equity position, operating results, etc., to determine eligibility in the RFP process. Determination will be made on a "qualified/not qualified" at the sole opinion of the College's Vice President of Administration & Finance. Points will not be awarded. **Those Proposers who are determined to be not qualified will be eliminated from further consideration.**

Tab 7. Insurance Requirements (0-20 points)

During the performance of the services under this contract, the Proposer shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows. Current proof of insurance must be provided in the RFP. Proposer agrees to notify Pasco-Hernando Community College in writing of any accident related to security services which occurs on campus.

Minimum Limits

- 1) **General Liability** Insurance per occurrence with limits of the following:
 - a) Each Occurrence - \$2,000,000^{.00} and
 - b) Damage to Rented Premises (Each Occurrence) - \$2,000,000^{.00} and
 - c) Medical Expense (Any one person) - \$10,000^{.00} and
 - d) Personal & Advertising Injury - \$2,000,000^{.00} and
 - e) General Aggregate - \$4,000,000^{.00} and
 - f) Products – COMP/OP AGG - \$4,000,000^{.00} and
 - g) General Aggregate limit applies per location/per project endorsement
 - h) Errors and omissions up to \$2,000,000^{.00}
- 2) **Automobile Liability** Insurance with any auto, hired auto, non-owned auto:
 - a) Combined Single Limit of \$2,000,000^{.00} (each accident)
- 3) **Workers' Compensation and Employers' Liability** Insurance in accordance with statutory requirements, and
 - a) Employer's Liability Each Accident limits of \$500,000^{.00} and
 - b) Employers' Liability Disease – Each Employee limits of \$500,000^{.00} and
 - c) Employers' Liability Disease – Policy Limit of \$500,000^{.00}

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) 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.
- 4) Proposer shall furnish PHCC **certificates of insurance** which 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 PHCC.
- 5) Proposer shall include PHCC as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the contract.
- 6) If an "ACORD" Certificate of Liability Insurance form is used by Proposer'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.
- 7) Proposer shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by PHCC.

- 8) "Claims made" insurance policies are **not** acceptable.
- 9) In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply.
- 10) 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.
- 11) PHCC's purchasing agent or risk manager shall verify ratings at A. M. Best's website:
<http://www.ambest.com/>

Tab 8. Disputes, Litigation and Resolution (0-10 points)

- A. **Summary of Litigation:** Provide a **summary of any litigation, claim(s), or contract dispute(s)** which have been **finalized and/or decided by a Court of Law**, which were filed by or against the Proposer in the past five (5) years (complete and submit **Disputes Disclosure Form**). The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. Disclosure can be limited to the following:
 - 1) Cases which are related to the services that Proposer provides in the regular course of business
 - 2) The regional/district office that will be supporting this contract.
- B. **Pending Litigation:** Include any information regarding Proposer's firm being involved in any potential or pending litigation.
- C. **Potential Disputes:** List any pending or forthcoming disputes that are known.
- D. **Sanctions:** List any regulatory or license agency sanctions.
- E. **Lost Accounts/Clients:** Provide a complete list of all accounts lost (early termination or non-renewal). Include contact names and telephone numbers, length of service at each account, and reason for loss. This list can be limited to the regional/district office which will be supporting the contract, and may be limited to the past five (5) years.
- F. **Canceled Accounts:** Provide a complete list of all accounts canceled/terminated **by the Proposer** prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the Proposer chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract, and may be limited to the past five (5) years.
- G. **Contract Denial:** Indicate if Proposer's firm has been denied a contract award on which Proposer submitted the low proposal, or been refused pre-qualification. Explain in detail

Tab 9. Information Systems (0-10 points)

Describe the functions and capability of your computer based project management and information systems as they relate to providing PHCC with reports and time schedules related to this project.

Tab 10. Distance to Sites (0-10 points)

Indicate the primary location of the firm's office which will have direct responsibility for this project. If the distance from the project exceeds 60 miles, describe how the project would be effectively managed or what limitations, if any, in services the College might expect as a result of this distance.

Failure to comply with all of the above instructions will disqualify the Proposer.

Evaluation of Written Proposals

Criteria for Evaluating Written Proposals	Weight
Related building experience and references Proposers will be awarded points on a scale of one to forty. Reference Tab #2	Up to 40 points
CM Qualifications and staffing Proposers will be awarded points on a scale of one to forty. Reference Tab #3	Up to 40 points
Methodology Proposers will be awarded points on a scale of one to thirty. Reference Tab #4	Up to 30 points
Proposed fee schedule Proposers will be awarded points on a scale of one to twenty. Reference Tab #5	Up to 20 points
Financial Capability Proposers will be awarded points on a scale of one to twenty. Reference Tab #6	Up to 20 points
Insurance Requirements Proposers will be awarded points on a scale of one to twenty. Reference Tab #7	Up to 20 points
Disputes, Litigation & Defaults Proposers will be awarded points on a scale of one to ten. Reference Tab #8	Up to 10 points
Information Systems Proposers will be awarded points on a scale of one to ten. Reference Tab #9	Up to 10 points
Distance to Sites Proposers will be awarded points on a scale of one to ten. Reference Tab #10	Up to 10 points
TOTAL	200 points

Evaluation of Oral Presentations

Criteria for Evaluating Oral Presentations	Weight
<p>Staffing Interviews Proposers will be awarded points on a scale of one to thirty. Briefly describe/review qualifications and experience as presented in the written criteria in Tab #2, concentrating on minor projects accomplished at State of Florida higher educational facilities. Include discussion on current and future workload, not excluding minor projects and continuing contract work. The proposed staff shall be present at the time of the interview to address the above items.</p>	Up to 30 points
<p>Methodology Proposers will be awarded points on a scale of one to thirty. The project manager and superintendent should describe how they manage the project using the firm's methodology in the written criteria in Tab #4.</p>	Up to 30 points
<p>Proposed Fee Schedule Proposers will be awarded points on a scale of one to twenty. Explain the proposed fee schedule and provide an example of what the project fees would be for a project costing \$1,500,000 dollars with a six (6) week schedule. Include the Construction Management fee, General Conditions and the CM payment and performance bonding rate. Proposed construction management fee (overhead and profit) \$ _____ General conditions – schedule of values (show cost detail) \$ _____ CM Payment and performance bond \$ _____ Alternative fee schedule for this example if one proposed in Tab #4.</p>	Up to 20 points
<p>Quality Control Proposers will be awarded points on a scale of one to twenty. Proposers will explain quality control check procedures, concentrating on minor projects accomplished at State of Florida higher educational facilities. Describe and provide examples of methods and coordination between drawings, i.e. MEP, field work, and owner standards.</p>	Up to 20 points
<p>Communication Proposers will be awarded points on a scale of one to ten. Describe communication methods that will be used with all stakeholders of a small works projects including the phases of pre-construction, construction, and post-construction. Include items such as, but not limited to, scheduling methods, type of records, reports, monitoring systems and information management systems used by firm to aid in communication with an Owner and Design Consultant, if applicable.</p>	Up to 10 points
<p>Knowledge of the Project/Site and Local Conditions Proposers will be awarded points on a scale of one to ten. The firm shall demonstrate its knowledge of the College, the College's buildings and sites. Additionally, each firm shall demonstrate its knowledge of SREF and the FBC as it relates to the design, documentation, and permitting of these projects.</p>	Up to 10 points
TOTAL	120 points

1) Proposer Information

Proposer Name:	Formerly:
Mailing Address:	
City, State, Zip:	
Street Address:	
City, State, Zip:	
Contact Person:	Title:
E-mail Address:	Website Home Page:
Type of Business: <i>(Check one)</i> <input type="checkbox"/> Corporation <input type="checkbox"/> Sole-Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture	Incorporated in the State of: Date: _____ # of Years: _____ Proposer is a M/WBE/SDVBE: <input type="checkbox"/> Yes <input type="checkbox"/> No Federal Employer Identification Number: _____ - _____ SSN (if Sole-Proprietorship or Partnership): _____ - _____ - _____ <i>Only required if FEIN is not provided</i> Telephone Number: () Toll Free Telephone Number: () Fax Number: ()

2) W-9 Taxpayer Form

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																								
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)																																									
	Business name/disregarded entity name, if different from above																																									
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____																																									
	<input type="checkbox"/> Exempt payee																																									
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)																																									
Requester's name and address (optional) Pasco-Hernando Community College 10230 Ridge Road New Port Richey, FL 34654-5199																																										
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																										
Social security number <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> </tr> </table>																						Employer identification number <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> </tr> </table>																				
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.																																										
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																								
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.																																										
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: <ul style="list-style-type: none"> • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.																																										

Cat. No. 10231X

Form **W-9** (Rev. 12-2011)

3) Drug Free Workplace

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

_____ does:
(Name of Business)

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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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 any 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.

Proposer's Signature

Date

4) Minimum Qualifications

1. Proposer shall meet the following minimum experience qualifications:
 - a. A minimum of five (5) years experience as a Construction Management Company for minor projects.
 - b. Experience in handling one or more significant higher education accounts of this type and size.
 - c. Experience in handling one or more K-12 educational accounts.

2. Complete the following items and submit with your proposal:

a. On what date did your company incorporate in the State of Florida?	
b. Length of time in business:	Years
c. How many major higher education clients have you contracted with?	#
d. How many people does your company directly employ?	People
e. License number	
f. Year licensed	

Proposer: _____

5) Current/Previous Clients

Company:	
Contact Name:	E-mail Address:
Address:	
City, State, Zip + 4:	
Phone Number: ()	Fax Number: ()
Contract Term:	
Summary of Work:	
Comments:	

Proposer: _____

This form may be copied as needed.

6) Disputes Disclosure

Answer the following questions by placing an "x" or check "✓" in the box after "YES" or "NO". If you answer "YES", please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this contract.

* * * * *

1. Has your firm, 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 five (5) years?

YES

NO

2. Has your firm, or any member of your firm, 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 five (5) years?

YES

NO

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 firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES

NO

If **yes**, state the nature of the request for equitable adjustment, contract claim 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:

Proposer (Firm)

Date

Authorized Signature (Officer)

Officer Title

Printed or Typed Name

7) Minority, Woman Owned, and Service-Disabled Veteran Business Enterprise Designation Business Declaration

Proposer hereby declares that it is a Minority/Woman Owned/Service-Disabled Veteran Business Enterprise Designation Business Enterprise by virtue of the following:

Type of Business: Check applicable block(s)

- “African-American”** includes persons having origins in any of the black racial groups of Africa.
- “Hispanic American”** includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.
- “Native American”** includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.
- “Asian-Pacific Americans”** includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.
- “Asian-Indian Americans”** includes persons whose origins are from India, the Indian Sub-Continent and Pakistan.
- “Woman-Owned Business Enterprise”**
- “Service-Disabled Veteran Business Enterprise Designation (SDVBE)”**

Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day to day management and control of the business. Florida Statute 287.094 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 is guilty of a felony of the second degree. SDVBE are defined in the Florida Service-Disabled Opportunity Act located in Florida Statute Section 295.187.

Proposer:	
Certified by (<i>name of Public Entity, if applicable</i>)	
Certificate Number:	
Attach copy	
Signature:	Date:

<input type="checkbox"/> Non-WMBE/SDVBE	
Signature:	Date:

8) References

Include FAX Number and E-mail Address

Educational Client Name / Address	Contact Person	Telephone and Fax Number
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax

Non-Educational Client Name / Address	Contact Person	Telephone and Fax Number
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax

References which are located in foreign countries are not acceptable. This form (or an alternate form as determined by the Proposer – ensure all requested information is included) must be completed and returned with your proposal. Be sure to reconfirm all E-mail addresses prior to submittal to ensure they are up-to-date.

9) Indemnification Clause

The Contractor shall indemnify, hold harmless, and defend the Owner, governed by the District Board of Trustees for Pasco-Hernando Community College, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributed to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property other than the work itself, including the loss of use resulting there from and (2) is caused in whole or in part by any negligent act or omission of the CM/ Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

If any and all claims against the Owner or any of their agents or employees by any employee of the CM/ Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or the Contractor or any Subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

Proposer (Firm)

Date

Authorized Signature (Officer)

Officer Title

Printed or Typed Name

**FAILURE TO EXECUTE & RETURN WITH YOUR APPLICATION WILL RESULT IN
REJECTION OF YOUR APPLICATION.**

10) Equal Opportunity Employer Certificate

To: The District Board of Trustees of Pasco-Hernando Community College
Pasco and Hernando counties, Florida

From: The Undersigned applicant:

The undersigned applicant hereby certifies to the District Board of Trustees of Pasco-Hernando Community College that they are an Equal Opportunity Employer and are in compliance with the Terms and Conditions of Pasco-Hernando Community College's corresponding mission and will, if required, file a Contractor's "Equity Plan."

Proposer (Firm)

Date

Authorized Signature (Officer)

Officer Title

Printed or Typed Name

CORPORATE SEAL:

WITNESSES:

Signature

Printed or Typed Name

Signature

Printed or Typed Name

**FAILURE TO EXECUTE & RETURN WITH YOUR APPLICATION WILL RESULT IN
REJECTION OF YOUR APPLICATION.**

11) Checklist

This checklist is provided to assist each Proposer in the preparation of their proposal. Included in this check list are important requirements which are the responsibility of each Proposer to submit with their response in order to make their proposal response fully compliant. This checklist has points value; it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check each of the following when accomplished:

- Letter of intent
- Acknowledgment of addendum
- Proposer Information form
- W9 Taxpayer form
- Drug-Free Work Place form
- Minimum qualifications form
- Current/Previous Clients form
- Disputes Disclosure form
- Minority/Woman Owned/Service-Disabled Veteran Business Enterprise Designation Business Declaration form
- References
- Indemnification Clause
- Equal Opportunity Employer Certificate
- Proposal envelope/box is marked accordingly
- Required number of proposal submittals and **electronic copy**
- Financial statements
- Proof of insurance and licenses