

## SECTION 3. SPECIAL CONDITIONS

### 1. Basis of Award

The County shall award to the top ranked, responsive and responsible Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process.

### 2. Term

**2.1.** The time shall be negotiated with the awarded proposer.

**2.2.** The term shall commence from the date of the Notice to Proceed through the duration of the project final completion.

**2.3.** **Final Completion shall be in accordance with the ARPA requirements and shall not exceed mandated deadlines.**

### 3. Qualifications

**3.1.** Licensed in the state of Florida for specified work through Department of Business and Professional Regulation, firm/individual registered to do business with Division of Corporations, and

**3.2.** Three (3) years successful experience for specified work. Sunbiz.org print out will be utilized to establish number of years in business under current name.

### 4. Special Tasks: (as applicable)

**4.1.** Proposer(s) must adhere to applicable funding mandates. The requirements could include, but are not limited to the following, in the current version, as applicable:

**4.1.1.** 2 CFR 200

**4.1.2.** 49 CFR 26.51; 337.139, F.S;

**4.1.3.** Disadvantaged Business Enterprise (DBE) utilization data & payment reporting and Bid Opportunity Reporting is required by the selected proposer. DBE participation is encouraged. DBE participation is not required for contract award.

**4.1.4.** 31 CFR to include State and Local Fiscal Recovery Funds and regulations therein.

### 5. Bond/Surety (Construction)

**5.1.** Bonding/Surety is required for construction projects over \$200,000.00 unless otherwise noted; ~~however, Additionally,~~ the ~~Purchasing Department~~ County may require a Payment and Performance bond when it is deemed to be in the best interest of the County to ensure that the contract is carried out in accordance with the applicable specifications and at the agreed contract price.

**5.2.** Payment and Performance bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida ~~shall be required~~. This shall ~~insure~~ ensure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the performance under such Contract.

**5.2.1.** A Payment and Performance bond must be properly executed, by the Surety Company and awarded Vendor, and recorded with the Highland County Clerk of Court, within **seven calendar days** after notification by Highland's County of the approval to award the Contract.

5.2.2. A **Clean Irrevocable Letter of Credit** may be accepted by the County **in its sole and absolute discretion** in lieu of the **Public** Payment and Performance Bond.

5.3. Only **County approved** bond form(s) **may will** be accepted.

5.4. **Surety**: In order to be acceptable to the County, a Surety Company issuing Evidence of Bond ability, Bid Guaranty Bonds or 100% **Public** Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

**6. Liquidated Damages (construction)**

6.1. Liquidated Damages will be negotiated with the awarded vendor for inclusion in the Construction Phase GMP amendment to the Agreement/Contract.

**7. Ownership of documents /intellectual property rights**

7.1. Highlands County Board of County Commissioners shall retain the ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specification, other documents or copies thereof on extension of the Project or any other project. The Contractor or subcontractor may not reuse without written consent of Owner and Engineer and specific verification or adaption by Engineer;

7.2. In addition, the contractor or subcontractor and suppliers shall not have or acquire title or ownership rights in any other Contract Documents, reuse any such Contract Document for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

7.3. The prohibitions of this paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

8. **Confidential/Proprietary**: Any documentation provided that is considered proprietary, confidential, copyright, etc. shall have each page clearly marked with the supporting statute noted.

9. Performance evaluation will be conducted on all contracted services.

8. **Budget**: Sufficient appropriation of funds.

9. **Change Order(S)**: The awarded proposer shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought.

10. **Pricing**:

**Invoicing / Compensation**: