

REQUEST FOR PROPOSALS

20-012

DESIGN SERVICES FOR FIRE STATIONS

May 2020



TABLE OF CONTENTS

INVITATION.....	3
SECTION I. GENERAL TERMS AND CONDITIONS.....	5
SECTION II. LOCAL PREFERENCE N/A AND MBE/WBE PREFERENCE POLICY	13
SECTION III. THE COUNTY’S RESERVATION OF RIGHTS	14
SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 20-012.....	15
SECTION V. GENERAL SPECIFICATIONS FOR RFP 20-012.....	17
SECTION VI. SCOPE OF WORK AND QUALIFICATIONS	20
SECTION VII. PROPOSAL FORMAT CRITERIA.....	22
SECTION VIII. PROPOSAL SUBMITTAL FORM	25
SECTION IX. SAMPLE EVALUATION SCORE SHEET	27
SECTION X. SELECTION PROCESS AND CRITERIA	27
SECTION XI. AWARD	28
SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION	28
SECTION XIII. CONTINGENT FEES PROHIBITED.....	89
SECTION XIV. TENTATIVE SCHEDULE	29
SECTION XV. RFP CONTACT INFORMATION.....	29
SECTION XVI. REQUEST FOR INFORMATION (RFI) CUT-OFF	29
SECTION XVII. SAMPLE CONTRACT.....	29
SECTION XVIII. COMPLIANCE REQUIREMENTS.....	30



**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

***Purchasing & Development
Services Departments***

REQUEST FOR PROPOSALS ("RFP")

The Board of County Commissioners of Highlands County, Florida ("County") will receive sealed Proposals in the Highlands County Purchasing Department ("Purchasing Department") for:

RFP NO. 20-012 Design Services for Fire Stations

The County is seeking Proposals from qualified firms interested in providing professional design and construction phaseservices for the production of permit and construction ready documents to be used in the construction of a new Fire Rescue building plan in Highlands County. It is anticipated that firms may subconsult with other firms to ensure that the design team provides the appropriate level of expertise in the required disciplines. The purpose of the RFP process is to identify the most qualified respondents to support the County in this project. Proposers must have a minimum prior experience designing at least three (3) fire stations that have been constructed and in successful operation for at least one (1) year.

That building plan will be used for the construction of Highlands County Fire Station No. 36. The Highlands County Fire Station No. 36 will be located in or around Lake Placid, Florida 33852. Potential additional locations for same design services include a new Fire Station No. 1 located at 2840 N. Highlands Ave, Avon Park, Florida 33825 and a potential Spring Lakes location to be determined. The plans are intended for reuse at some future time and are subject to reuse in accordance with Sec 287.055 (10). Services will include all related design and construction phase services.

Specifications may be obtained by downloading from our website: www.highlandsfl.gov, or www.VendorRegistry.com. For information contact: Chris Davis, Purchasing Manager; 600 S. Commerce Avenue, Sebring, Florida 33870, Phone: 863-402-6528 or E-Mail: cmdavis@highlandsfl.gov.

Determination of Proposer's qualifications will be based on the ability of professional personnel; past performance; location; willingness to meet time and budget requirements; and projected workloads included in its Proposal which is to be completed and submitted in accordance with the RFP specifications. The contract, if awarded, will incorporate the RFP specifications and the Proposal.

PRE-PROPOSAL meeting will not be held for this solicitation.

Due to the Covin 19 CDC recommendations and Highlands County Emergency Declaration, proposals may be provided in one of two methods, either by mail **or** by electronic submittal. Electronic submittal may be uploaded into Vendor Registry.com with access through the County

website at www.highlandsfl.gov. Vendors can register through the County's website which should provide free access for uploading a proposal on Vendor Registry. **Or** mail in a hard copy (and electronic copy) of their proposal to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870. Each mail in submittal shall include one (1) original proposal packet and one (1) exact electronic copy (CD or thumb drive) of the Proposal submission packet.

PROPOSALS MUST BE UPLOADED on Vendor Registry **or** DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 by no later **than 3:30 P.M., Thursday, June 4, 2020**, at which time they will be opened. The public is invited to attend this meeting. Proposal mailed in must have envelopes sealed and marked with the Proposal number and name to identify the enclosed Proposal. Proposals received later than the date and time specified will be rejected. No emailed proposals will be accepted.

The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Proposal opening.

The Board's Local Preference Policy ("Local Preference Policy") will **NOT** apply to the award of this RFP.

The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the score/ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Mrs. Rebecca Cable, ADA Coordinator at: 863-402-6842 (Voice), or via Florida Relay Service 711, or by e-mail: rcable@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.highlandsfl.gov

SECTION I.

GENERAL TERMS AND CONDITIONS

A. For purposes of this RFP, the following terms are defined as follows:

1. County means Highlands County, a political subdivision of the State of Florida, the Highlands County and other public entities involved in this cooperative solicitation.
2. Proposer means the person or entity submitting a Proposal in response to this RFP.
3. Contractor means the Proposer who signs a contract with the County to perform the Scope of Work and is licensed to perform this work.

B. All Proposals shall become the property of the County.

C. Compliance with Florida Statutes Sections 287.087, on Drug Free Work Place, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required.

Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs:

In order to have a drug free workplace program, a business shall:

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 under bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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.

Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: is on the Scrutinized Companies that Boycott Israel List, created pursuant to s.215.473; or is engaged in a boycott of Israel;
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant s. 215.473, or 2. Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract

or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

Further, any contract entered into as an agreement pertaining to the fulfillment of the requirements of this RFP is subject to termination as provided in the applicable provisions of Section 286.135, Florida Statutes.

Section 287.055(5)(a) Truth-in-Negotiation

The firm that receives that receives the award shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The contract for this RFP shall also contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

The Proposer certifies by submittal of a Proposal to agree to this requirement:

Section 287.055(6) Prohibition Against Contingent Fees

(a) The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

For the violation of that provision above, the County 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.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided by law.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES
ARE LOCATED ON SECTION VII, AND MUST BE INCLUDED WITH THE PROPOSAL,
SIGNED AND NOTARIZED

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page.
- E. The County will not reimburse Proposers for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. Proposers, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section XV of this RFP for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.
- I. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.
- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.
- M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.

N. Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. **Workers' Compensation Insurance:** The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
2. **Commercial General Liability Insurance:** Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
3. **Commercial Automobile Liability Insurance:** The Contractor shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
4. **Professional Limited Liability Insurance:** The Contractor shall have and maintain professional liability insurance with a limit not less than \$2,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.
5. **Special Requirements / Evidence of Insurance:**
 - a. A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:

(1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

(2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII.

d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.

6. Renewal:

a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.

b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

O. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or

work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q. If submitting a Proposal for more than one Request for Proposal (RFP), each Proposal must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R. Each Proposal must contain proof of enrollment in E-Verify.
- S. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- T. Board policy prohibits any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- U. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in a sealed envelope or box. Late Proposals will not be accepted under any circumstances. If a Proposal is received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- V. E-mailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- W. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.

- X. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
- Y. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Z. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
- aa. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and may be further disqualified from bidding on any future requests for work, goods, or services for the County.

-END OF SECTION-

SECTION II. LOCAL PREFERENCE POLICY NOT APPLICABLE AND MBE/WBE PREFERENCE POLICY

- A. In accordance with the County's 2017 Purchasing Manual, Local Preference will **not** be applicable to this solicitation
- B. MBE/WBE Preference is applicable for this Request for Proposal. Any Vendor claiming MBE/WBE Vendor Preference must supply evidence as indicated in the second paragraph below.
 - 1. W/MBE's may be given preference in the procurement process, after local vendors are given preference, unless otherwise prohibited or waived by the County Administrator. Any vendor claiming to be a W/MBE shall deliver adequate certification with their proposal from one of the following: Florida Minority Supplier Development Council, Women Business Enterprise National Council, The State of Florida Office of Supplier Diversity, Florida Department of Transportation, U. S. Small Business Administration, or Federal Aviation Authority. False representation of any vendor as a W/MBE may subject the vendor to suspension or debarment.

-END OF SECTION-

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

This RFP constitutes as an invitation only to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this RFP:

- A. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.
- G. If the County determines that collusion might exist among Proposers, all or certain identified Proposals shall be subject to rejection.
- H. The County reserves the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP solely at the cost of reproduction.

-END OF SECTION-

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 18-037

- A. **ADDENDUMS:** In this RFP, the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, those situations will be handled on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. The Proposer bears responsibility to check the website for Addendums and to have knowledge of any Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.
- B. **AFFIRMATION:** By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- C. **COUNTY EMPLOYEES / CONFLICT OF INTEREST:** All Proposers must disclose the name of any officer, director or agent who is also an employee of the Board. All Proposers must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
- D. **JOINT PROPOSALS:** In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.
- E. **MISUNDERSTANDINGS:** The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.

- F. ASSIGNMENT OF CONTRACT: The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.
- G. COMPLAINTS: The contract will provide that complaints against the Contractor in connection with the Contractor's performance of services under this RFP shall be processed through the Highlands County Development Services Department ("Development Services Department") and shall be corrected within five (5) business days. Upon receipt of written notice of a complaint, the Contractor shall provide a written response to the Complaint and shall be provided to the Development Services Department Director within forty-eight (48) hours. The Contractor's failure to properly resolve complaints within five (5) business days may result in cancellation of the contract.
- H. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XV of this RFP. Requests must be submitted by the RFI Cut-Off date stated in Section XVI of this RFP. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- I. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- J. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.
- K. AFFIRMATION: By submitting a Proposal, the Proposer affirms that the Proposa is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposa; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this RFP, including the County, other Bidders, or entities that have provided or are providing services or goods related to this RFP.

-END OF SECTION-

SECTION V GENERAL SPECIFICATIONS FOR RFP 18-037

- A. PURPOSE: The County is seeking Proposals from qualified firms interested in providing professional design services for the production of permit and construction ready design documents to be used in the construction of a Fire Rescue building in Highlands County. It is anticipated that firms may subcontract with other firms to ensure that the design team provides the appropriate level of expertise in the required disciplines. Services will include all related design and construction phase services.

The Highlands County Fire Station No. 36 will be located in or around Lake Placid, Florida 33852. Potential additional locations where the same design may be used include Fire Station No. 1 located at 2840 N. Highlands Ave, Avon Park, Florida 33825 and a potential Spring Lakes location to be determined.

- B. PERFORMANCE OF SERVICES: The Contractor must perform all services required pursuant to this RFP.

- C. CONTRACT MANAGER: Lance Marine ("Project Manager").

- F. INSURANCE: As described in the General Terms and Conditions, subsection N of Section I of this RFP.

- G. CONTRACT AND CONTRACT TERM: A written contract shall be signed by the Proposer and the County prior to issuance of a Purchase Order. A sample contract is included in Section XVII of this RFP. The County reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract. The initial contract term is for one (1) year, and the contract may be extended for up to three (3) additional one year terms or completion of the identified projects by written agreement of the parties.

- H. COMMENCEMENT OF WORK: Work shall commence after execution of a contract by the County and a Proposer and delivery of a Purchase Order by the County.

- I. CHANGE ORDER(S): The Contractor shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.

- J. PRICING: Pricing is not a consideration for the selection and ranking of the firms. The County complies with Section 287.055 F.S.

- K. INVOICING / COMPENSATION:

1. Contractor shall submit invoices in the following manner:
 - a. The Contractor will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in the contract. The amounts billed shall represent the approximate completion of services outlined in the

Scope of Work . A 10% retainage on the total of the work completed will be retained by the County until the final payment, or as otherwise provided in the contract executed as part of this RFP..

- b. "Out of pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payments of "out of pocket" expenses eligible for reimbursement under the terms of the contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimburseable under the terms of the contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- c. Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with the contract. Invoices must reference the Purchase Order number.
- d. Payment(s) shall be made in accordance with the Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

- L. **FAILURE TO PERFORM:** The Contractor shall be prepared to start work after Board approval of the contract signed by the Contractor no more than twenty (20) calendar days after issuance of a purchase order. Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. Should the Contractor be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Contractor has agreed, and the County is forced to complete the work with a different Contractor, the difference in the Proposal price of the services and that paid the new Contractor, in order to complete the work, shall be charged to and paid for by the contracted Contractor holding the Proposal award for these services.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to pandemics (such as the Covid-19), epidemics, fires, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

Contractor shall not be responsible for delays in service provided the Project Manager is notified in writing with documentation of the delay, within ten (10) days of the event that caused the delay, by the contracted Contractor of such pending or actual delay.

If additional time is required due to delays caused as a result of any of the above-stated events, the Contractor shall notify the County, in writing, of the delays caused and the source of the delay whether it be an interruption in the supply line, local, state or federal stay-in-place orders, interruptions in the workforce, or for any other reason. In its written notice to the County, the Contractor shall give an estimate of the expected length of the delay. Upon receipt of the written notice the County shall not unreasonably withhold the granting of an extension of the completion date to the Contractor. The extension shall be for a period long enough to allow Contractor to resume normal operations from the delays caused the event.

No price escalation will be allowed. The Contractor must take reasonable preventative steps to limit any risk to its employees, subcontractors and the public as it relates to this project. Those precautions include increased sanitation, health safety equipment as may be required for workers, quarantine protocols as may be required, remote work capabilities, policies on travelling and compliance with any guidance from public health officials.

The County reserves the right to terminate the contract with 30 days written notice if the Contractor fails to comply with any of the provisions stated above or of the contract such as performance, insurance requirements, and licenses.

- M. NO SUBSTITUTIONS: The Contractor shall not substitute any person for the person or persons identified in its response to Tab-B(5) of this RFP or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B(5) of this RFP or any County approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.

SECTION VI. SCOPE OF WORK AND QUALIFICATIONS

A. INTRODUCTION: Highlands County is seeking professional design and construction phase services for the production of permit and construction ready design documents to be used in the construction of this new facility. It is anticipated that firms may contract with subconsultants to ensure that the design team provides the appropriate level of expertise in the required disciplines. The firm ultimately awarded a contract will provide afore mentioned services as outlined in the Agreement. Proposers must have a minimum prior experience designing at least three (3) fire stations that have been constructed and in successful operation for at least one (1) year.

B. OBJECTIVES: The objective of this project is to have one firm lead all aspects of design work to include civil engineering and building design services in order to produce a complete set of permit and construction ready design documents to be used for the construction of the new Fire Rescue building in Highlands County. The design should take into consideration all construction options to include Pre-Engineered metal buildings with the ability to modify exterior finishes in order to blend into local environments or meet local town ordinances.

C. This design will be a prototype and should be scalable; able to be reduced or enlarged to meet the requirements of different locations throughout Highlands County. The design should yield a facility with the proper fit and function required by Fire/EMS staff while also being cost conscious. The following are example of tasks identified to be needed from the successful firm. These tasks are intended to identify some of the major tasks but are not all inclusive.

TASKS::

A. Site Work–The location for this station (Fire Station 36) will be in or around, Lake Placid, Florida 33852 is to be determined.; Highlands County requests that the firm include Geotechnical Services and any other services required to complete the objective. Contractor shall determine from competent authority any of the following factors in conflict with use of the site as proposed: Zoning Regulations, Sanitary Codes, Health and Fire Laws and Local Ordinances, and any other applicable laws, rules, and regulations, and shall report these findings thereon to the Project Manager when submitting the plans.

B. Space Needs Analysis – Highlands County previously contracted and received services to conduct a needs assessment and assist in developing a conceptual layout. That effort was conducted with a concept in mind that one design could be duplicated in multiple locations; that the living area in each station would remain the same but that the apparatus bays required would be “location specific” based on that station’s needs. This facility (Fire station 36) must have four apparatus bay’s and include sleeping quarters for ten (10) fire fighters and EMS personnel. The design should allow for separation of male and female staff with separate sleeping and bathing facilities. The facility should also include other functions such as a Day Room, Fitness area, Dining area, Kitchen and

Laundry/Utility Room. The Apparatus Bays should be equipped with supplemental spaces that include a Work Room, EMS storage, Decontamination Room, Hose Drying and Storage per the conceptual layout. Combined use is encouraged to maximize value and overall cost savings.

C. **Schematic Design & Construction Specifications and Drawings** – Contractor shall analyze the included conceptual design, including the proposed general shape, size, fit and function. The Contractor shall provide recommendations on ways to achieve fit and function while containing construction cost. The Contractor shall implement low impact development standards and use sustainable design principles, practices and performance. The architecture, engineering, landscaping and building systems shall be designed for efficiency and ease of maintenance. Building operations and maintenance shall be recognized as a key component in all aspects of the design. The Contractor shall provide permitting and construction and bid documents which shall become the property of Highlands County.

a. Key Components

- i. Geotechnical Services
- ii. Environmental Services (As required)
- iii. Site plan/Concurrency Clearance
- iv. Landscape and Irrigation Plans
- v. Architectural Drawings
- vi. Structural Engineering Services
- vii. Mechanical Engineering Services
- viii. Electrical Engineering Services
- ix. Plumbing Engineering Services
- x. Fire Protection Engineering (MEPFP)
- xi. Emergency Diesel Generator and Connections

D. **Probable Cost Statement** – The Contractor shall prepare a probable cost estimate for the proposed facility with sufficient detail to forward to the Highland County Board of County Commissioners for consideration.

E. **Bid and Construction Phase Services**- This will include answers to questions during the bid process and construction inspection services.

-END OF SECTION-

SECTION VII. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA

- A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section VIII of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. **Failure to supply the required documentation or failure to address all criteria may be grounds for rejection of the Proposal.**
- B. Proposals must be uploaded onto Vendor Registry **or** mailed in a sealed and marked with the name of the Proposer, the RFP number and title so as to identify the enclosed Proposal.
- C. Each Proposal shall be provided by electronic upload into Vendor registry **or** sent by mail and hard copies will include one (1) original proposal packet and one (1) exact electronic copy (such as compact discs or thumb drives) of the Proposal packet, all of which are properly indexed and tabbed.
 - 1. Electronic copies:
 - a. No macros, audio-start media allowed.
 - b. PDF or Microsoft Word formats are allowed.
 - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed Proposal submitted by the Proposer, provided, however, that:
 - (1) Confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name.
- D. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" document. Proposals shall not exceed fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration. or will receive a lower score under criteria B-7 of the Evaluation Score Sheet, an example of which is provided in Section IX of this RFP.
- E. At the discretion of the Evaluation Committee, some or all Proposers, may be asked to give short presentations / interviews as part of the selection and ranking process.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. In order to be considered responsive, the Proposer must answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.

TAB-A

----- (No points)

- 1. Proposal Submittal Form (required, see Section VIII of this RFP)
- 2. Table of Contents (optional)

3. Certification forms under Section XVIII - Drug Free Workplace Certification, Public Entities Crimes Sworn Statement, Discrimination Certification, Scrutinized Companies Certification, and E-Verify Certification..
4. Copy of sample Certificate of Liability Insurance as required in Section I, subsection N of this RFP (Copy of Accord Form)

The pages from Tab-A do not count toward the fifty (50) page allowance.

TAB-B

1. Introduction of your Organization -----(Maximum of 0 points)
 - a. Briefly identify and introduce your organization
 - b. Identify the exact name of your organization and provide the state of incorporation.
2. Minority or Woman Owned Business Certificate -----(Maximum of 2 points)

Please note, this certificate must be held by the Proposer.
3. Relevant Experience -----(Maximum of 25 points)
 - a. Describe in detail your experience, understanding and approach to completing the Scope of Work for the Fire Station Design with an emphasis on the following:
 - (1) Provide the firm's understanding of fire station designs and unique needs that will be addressed with such facility design. Identify potential cost saving components, lessons the firm learned from prior work product and any important design considerations related to ease of maintenance.
 - (2) Added-value opportunities.
 - b. Provide a timeline to complete the Scope of Work.
4. Past performance -----(Maximum of 35 points)
 - a. Identify and provide a description of past performance of the Proposer for work similar to the Scope of Work of this RFP.
 - (1) Provide details relative to the Scope of Work of similar projects including; project descriptions, costs, starting and completion dates and initial estimate and final project cost.
 - b. Provide references to at least three (3) projects having similar Scope of Work created by the person or persons identified in response to Tab-B 5 who will perform the services under the contract with the County pursuant to this RFP.
5. Project Team's Ability and Location -----(Maximum of 20 points)
 - a. State the Proposer's office location(s)

- b. Describe the accessibility of the person or persons, including subcontractors, who will perform the services during the term of the contract with the County pursuant to this RFP.
- c. Identify the team to be assembled by Proposer to complete the Scope of Work pursuant to this RFP including biographies, experience, and any other information regarding Proposer's team, as well as subcontractors, to be assembled pursuant to this RFP.
- d. Identify Proposer's staff turnover rate.
- e. Identify the Proposer's project manager and his/her job title.
 - (1) Include biographies, experience, and any other information regarding the Proposer's project manager's qualifications.
- f. The Contractor shall not substitute any person for the person or persons identified in this Section or any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in this Section or any County approved replacement ceases to provide services pursuant to the Contract made pursuant to this RFP.

6. Willingness to meet budget and timeline (Maximum 10 points)
 a. Please describe means/methods to control costs and meet the budget and timeline for the initial Fire Station #36 in Lake Placid, Florida.

7. Projected workload of Firm (Maximum 8 points)
 a. Provide a list of current contracts with planned start and end dates.

TAB-C -----(No points)

The Proposer may include any other information that Proposer deems to be pertinent, but not specially requested pursuant to this RFP. Please note that pages under Tab-C shall count toward the fifty (50) page allowance. Promotional material cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

G. PRESENTATIONS (If Requested)

After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite no less than the top three scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. A two (2) week notice will be given to the Proposers invited to give presentations. Presentations by Vendor should include the key personnel that will be responsible for the County contract and services. Following the presentations, the shortlisted firms that presented will be ranked by the committee members.

-END OF SECTION-

SECTION VIII PROPOSAL SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PROPOSAL SUBMITTAL FORM

RFP IDENTIFICATION:

RFP 20-012 Design Services for Fire Stations

PROPOSAL SUBMITTED TO:

HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS – PURCHASING AND
DEVELOPMENT SERVICES DEPARTMENTS

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name

Proposer's Address 1

Proposer's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

ACKNOWLEDGEMENT OF ADENDA In submitting this Proposal, Proposer represents that:

- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number	Date	Number	Date	Number

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

Document	Check if included or circle one		
Completed Proposal Form (pages 25-26) plus tabbed Proposal pages	Required	YES	NO
Drug-Free Workplace Certification (page)	Required	YES	NO
Public Entity Crimes Sworn Statement (page 22-23)	Required	YES	NO
Discrimination Certification (page 24)	Required	YES	NO
Scrutinized Companies Certification (page 25)	Required	YES	NO
Acord Insurance Form (sample copy from Vendor)	Required	YES	NO
E Verify Certification (page 26)	Required	YES	NO
Women / Minority Business Enterprise Certification	If Applicable	YES	NO
Truth in Negotiations Certification (required with the successful firm)	If Applicable	YES	NO

SUBMITTED ON: _____, 20_____.

SIGNATURE: _____ (seal)
Proposer's Authorized Representative

PRINTED NAME: _____

TITLE: _____

-END OF SECTION-

SECTION IX. SAMPLE EVALUATION SCORE SHEET

CRITERIA FOR EVALUATION	Maximum Points	Score
B-1) Introduction of Organization	0	
B-2) Minority or Women Owned Businesses	2	
B-3) Relevant Experience	25	
B-4) Past Performance	35	
B-5) Project Team Ability & Location	20	
B-6) Willingness to meet timeline and budget	10	
B-7) Project Work Load	8	
TOTAL		

SECTION X. SELECTION PROCESS AND CRITERIA

The County strictly enforces open and fair competition in its RFPs. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet the established scope and/or criteria. Each Proposer must fully complete the RFP Proposal Submittal Form and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications according to Sections VI and VII of this RFP. Failure to supply the required documentation will be grounds for rejection of the Proposal. The selection process shall be open to the public, and records shall be maintained in accordance with the State of Florida's records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Proposal Evaluators or County may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee's recommendation.

- A. Proposals will be reviewed by the Evaluation Committee, and the Proposers will be scored based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform the member's own independent scoring. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet established scope and/or criteria.
- B. The proposals will be scored and the Evaluation Committee may make a recommendation for award and ranking of the firms at this point. However, after review of the Proposals and scoring and at the discretion of the Evaluation Committee, the top three scoring Proposers may be asked to give short presentations/interviews as part of the selection and ranking

process. The three companies shortlisted will be contacted and provided topics to present. Following the presentations the Evaluation Committee will individually rank the firms. The ranking will be tallied and the committee will make a recommendation on the ranking of the firms. The presentations/interviews, if any, will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.

C. The Contract will be awarded to one (1) Proposer.

SECTION XI. AWARD

The County shall award to the responsive and most qualified Proposer. Should the County be unable to negotiate a satisfactory contract with the firm considered most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The County can undertake negotiations with the second most qualified firm. If failing to negotiate with the second most qualified firm, negotiations must be terminated and start negotiations with the third most qualified firm. 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. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION

Negotiation of the Contract for services may follow the initial selection process with the top ranked Proposer. The Contract for services will be substantially in the form of the attached Contract. Should a satisfactory contract not be negotiated with the top ranked Proposer, the next ranked Proposer shall be contacted, and negotiations shall begin. This process shall be followed until a satisfactory Contract is negotiated or the County decides to terminate negotiations.

The proposed contract will be submitted for review to the County staff and the County Attorney. The contract then will be forwarded to the Proposer for review and signature. After the contract is signed by the Proposer, the contract will be placed on the agenda of the Board to be considered for approval and execution. The reviewed contract, with any changes agreed upon by the County Attorney resulting from the review, will be placed on a Board Agenda for its approval and execution.

SECTION XIII. CONTINGENT FEES PROHIBITED

Each Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.

SECTION XIV. TENTATIVE SCHEDULE

DATE	TIME	EVENT
May 2, 2020		First Advertisement
May 9, 2020		Second Advertisement
May 20, 2020	5:00 P.M.	Deadline to submit questions (RFI's)
May 22, 2020	5:00 P.M.	Deadline to release responses by County to RFI's
June 4, 2020	3:30 P.M.	Proposal due date
June 18 2020	10:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
July 9, 2020	10:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
July 15, 2020		Anticipated award date
August 4, 2020		Anticipated contract consideration by the Board

SECTION XV. RFP CONTACT INFORMATION

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

*Chris Davis
Highlands County Purchasing Department
600 S. Commerce Ave., Sebring, FL3870-3809
Phone: (863) 402-6528; Email: cmdavis@highlandsfl.gov*

SECTION XVI. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on May 20, 2020, to the person identified in Section XV of this RFP. The County shall release responses to RFI by 5:00 P.M. EST on May 22, 2020.

-END OF SECTION-

SECTION XVII. SAMPLE CONTRACT

The County will negotiate a contract with with successful firm.

SECTION XVIII. COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
RFP 20-012**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is

_____ and

whose Federal Employer Identification Number (FEIN) is _____
(hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS,
UPON DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

COUNTY OF _____ }

1. The business address of _____(name of bidder or contractor), is

RFP 20-012 Design Services for Fire Stations
Page 31 of 36

**THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES,
AND IS, UPON DELIVERY, A PUBLIC RECORD**

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of
_____, 20_____.

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS
WITH PUBLIC ENTITIES**

RFP 20-012

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter
referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor
list by the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS,
UPON DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has
produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

RFP-20-012

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. **CERTIFICATION**

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20__, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
RFP 20-012**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the County requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the County, whichever is later.

Name of Consultant

By: _____

Date