



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Lori DeLoach, Purchasing Manager

LDELOACH@HIGHLANDSFL.GOV, E-mail

(863) 402-6504, Direct Line

REQUEST FOR PROPOSAL

RFP No: 20-039-LKD Construction Manager at Risk (CMAR) Continuing Services Library

- x Pre-Solicitation Meeting: None Scheduled for this solicitation**
- Location: N/A**
- ✓ Request for Information Deadline: Thursday, July 20, 2023, prior to 5:00 PM**
- ✓ Submission Deadline: Wednesday, August 2, 2023, prior to 3:30PM**

Advertised Date: Saturday, July 1, 2023 & July 8, 2023



**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS (RFP) INVITATION

The Board of County Commissioners (“County”), Highlands County, Sebring, Florida, a political subdivision of the State of Florida, will receive sealed proposals in the County Purchasing Department (“Purchasing”) for the following services:

RFP 20-039-LKD Construction Manager at Risk Continuing Services Library

Pursuant to Section 287.055, Florida Statutes (the “Consultants Competitive Negotiation Act” or “CCNA”), the Board of County Commissioners, Highlands County, Florida, and the Board of County Commissioners sitting as the Board of Supervisors of various Special Benefit Districts of Highlands County, Florida, hereby gives notice that it intends to award a professional services agreement for the work specified **RFP 20-039-LKD Construction Manager at Risk Continuing Services Library**, and seeks responses for the acquisition of construction manager at risk services within the described scope of services.

RFP with criteria, requirements, and other information, may be downloaded from our website: www.highlandsfl.gov or www.vendorregistry.com. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.

Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the deadline time and date listed on the cover page.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Wednesday, August 2, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

· **Electronic submission** to the County website, www.highlandsfl.gov linking to VendorRegistry.com in one (1) all-inclusive adobe file. **File name is to be in the following format: 20-039-Proposer Name**

OR

· **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink), of the response, and **one (1) all-inclusive original, electronic copy** (on a Thumb drive) of the original response. **File name is to be in the following format: 20-039-Proposer Name**

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more County Commissioners may be in attendance at meetings.

Highlands County encourages Small Business, Minority Business Enterprises and Women Business Enterprises to participate in this solicitation. Highlands County Local Preference Policy will not apply to the award of this bid.

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 ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@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
Purchasing Department
Highlands County, Florida

Website: www.highlandsfl.gov

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SECTION 1 GENERAL TERMS AND CONDITIONS - CCNA

1. **DEFINITIONS:** For purposes of this Request for Proposal (RFP), the following terms are defined as follows:

- 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
- 1.2. **Proposer** means the person or entity submitting a proposal in response to this RFP that meets the requirements set forth in the solicitation documents.
- 1.3. **Consultant** an individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, surveying or mapping in the State of Florida.
- 1.4. **Construction Manager at Risk (CMaR)** A project delivery system in which a Construction Manager, acting as an entity's general contractor, is contracted to advise the designer and builder and deliver a project within a guaranteed maximum price (GMP). May also be referred to as "Contractor" or "Bidder."

2. **RESERVATION OF RIGHTS:**

This RFP constitutes only an invitation 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:

- 2.1. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Request for Proposals (RFP).
- 2.2. To issue additional subsequent RFPs.
- 2.3. To reject all incomplete / non-responsive responses, or responses with errors.
- 2.4. 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 document, the right to seek clarification and/or additional information from any submitting Proposer.
- 2.5. The County also reserves the right to refine the scope of work. This refinement is not to include any new services not advertised but to allow more specifically the define work integral to that in the advertised scope.
- 2.6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
- 2.7. Make available to Proposers any data available in the County's files pertaining to the work to be performed under this RFP.
- 2.8. Decide and dispose of all claims, questions, and disputes arising under this RFP and any contracts.
- 2.9. Have the right to audit the records of the Proposers that enter into contracts pursuant to this RFP at any time during the contract period and for a period of five years after final payment is made by the County pursuant to any contract.
- 2.10. The County, the State and Federal auditors, as applicable, must have 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 upon request.
- 2.11. Pay fees and other compensation computed in accordance with a fee schedule to be incorporated in contracts.

3. PUBLIC RECORD:

3.1. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.GOV**

3.2. CMaR agrees to comply with public records laws, specifically to:

- 3.2.1. Keep and maintain public records required by the County to perform the services set forth herein.
- 3.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- 3.2.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CMaR does not transfer the records to the County.
- 3.2.4. Upon completion of the contract transfer, at no cost, to the County all public records in possession of the CMaR or keep and maintain public records required by the County to perform the services set forth herein. If the CMaR transfers all public records to the County upon completion of the contract, the CMaR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CMaR keeps and maintains public records upon completion of the contract, the CMaR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4. DOCUMENTS OR PHOTOGRAPHS:

- 4.1. The Proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission from the County, except as allowed by law.
- 4.2. All reports or documents resulting from the ensuing contract will remain the sole property of the County.
- 4.3. Agree that all data, reports, specifications, ordinances, and other work products collected or developed by the Proposer will become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County.
- 4.4. Except as otherwise required by law, Proposers shall provide copies of any records related to contract solely at the cost of reproduction.

5. COMPLIANCE(S): By submission of a proposal the proposer acknowledges and certifies compliance with the items stated herein.

Compliance with Florida Statutes Sections 287.087, on Drug Free Workplace, 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. The Proposer certifies by submittal of a Proposal to agree to these requirements.

CERTIFICATIONS OF COMPLIANCE WITH REFERENCED STATUTES ARE INCLUDED IN THE FORMS SECTION, AND MUST BE SIGNED AND NOTARIZED AND INCLUDED WITH THE PROPOSAL SUBMITTAL.

- 5.1. **E-Verify Program:** Each response must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Proposer shall verify the employment eligibility of all employees including new employees hired by the Proposer during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.
- 5.2. **Indemnification Clause:** The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.
"The CMaR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CMaR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CMaR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CMaR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement."
- 5.3. **Sales and Use Tax:** 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.
- 5.4. **Gifts:** 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.

6. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the HCBCC, or any of the public entities which will receive services related to this solicitation. All Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
7. PROPOSER/RESPONDENT:
 - 7.1. Proposers must be an individual, firm, partnership, corporation, association or other legal entity permitted by law to perform construction manager at risk services in the State of Florida.
 - 7.2. **Partner/Team Member:** Successful Proposers shall not be allowed to substitute partnership or team members named in its response without the prior written permission of the County.
 - 7.3. The successful Proposers shall submit proof of Florida licenses and/or certifications as required by the County and State.
 - 7.4. **Statement of No Bid:** Qualified vendors who will not be responding to this RFP are requested to notify the County and indicate why they are not proposing.
 - 7.5. **Laws, Rules, Regulations:** 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. It shall be the Proposer's responsibility to educate themselves of the applicable laws, rules and regulations.
 - 7.6. **Code of Ethics:** If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, 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/proposing on any future requests for work, goods, or services for the County.
 - 7.7. **Legal Proceedings:** 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.
 - 7.8. **Suspension Or Debarment:** By submitting a response, the CMaR certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida or Federal government.
 - 7.9. **Anti-Lobbing:** 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.
8. PREPARATION OF PROPOSAL:
 - 8.1. Proposals are due and must be received in accordance with the instructions given in the invitation page and any subsequent Addenda, if applicable.
 - 8.2. 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.
 - 8.3. The Proposer is solely responsible for all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.

- 8.4. Due care and diligence have 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.
 - 8.5. E-mailed and faxed Proposals will not be accepted.
 - 8.6. 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.
 - 8.7. Proposer is to ensure that all licenses, certifications and other requested documentation is included with their submission. Such as, but not limited to, Minority Owned and Women Owned business certificate, professional license or certification(s.)
 - 8.8. 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.
 - 8.9. Proposers shall not include any information on fees and costs associated with their services. In accordance with Section 287.055 Florida Statutes the selection of firms/individuals will not be based on cost.
9. REQUEST FOR INFORMATION (RFI)/ADDENDA:
- 9.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the RFI Cut-off time and date listed on the cover page.
 - 9.2. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department.
 - 9.2.1. Official documents, such as Addenda, are posted and available for download on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. Information obtained from other locations may not be complete and/or accurate.
 - 9.2.2. Any oral or other type of communication concerning this RFP shall not be binding.
 - 9.3. 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.
 - 9.4. It is the sole responsibility of the Proposer to check the website for Addendums.
 - 9.5. Proposers is to acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.
 - 9.6. In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this RFP document with Addendums.
10. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Section removed. Not applicable to this solicitation.
11. JOINT PROPOSALS:
- 11.1. 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.

12. RESPONSES RECEIVED LATE

- 12.1. It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Purchasing Division prior to or on the time and date stated.
- 12.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
- 12.3. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

13. SELECTION PROCEDURE:

- 13.1. 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.
- 13.2. Award will be made to the Proposer(s) 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.

14. TIE BREAKER: In case of a tie in scoring, the award will be made as follows:

- 14.1. **Step 1:** The Proposer that has the highest number of number 1 rankings shall be deemed ranked as the higher Proposer.
- 14.2. **Step 2:** Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings shall be the higher ranked Proposer.
- 14.3. **Step 3:** Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.
- 14.4. **Step 4:** After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
- 14.5. When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 14.6. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

15. CONTRACT NEGOTIATIONS AND EXECUTION:

- 15.1. Negotiation of contracts with Proposers will follow the order of ranking by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes. The Evaluation Committee may require selected Proposers to submit technical or other additional information related to its response during contract negotiations.
- 15.2. Procurement and contracting of all Professional Services shall conform to all policies of the Highlands County Board of County Commissioners, County ordinances, codes, and technical standards and State and Federal law and regulations including, but not limited to, 24 CFR, Part 85, and Section 287.055, Florida Statutes as applicable. Those contracts will include provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the Highlands County Board of County Commissioners.

- 15.3. After negotiations, contracts will be submitted to the County Administrator and Board Attorney for review prior to submittal to the Board. All reviewed contracts will be placed on a Board of County Commissioners' Agenda for its consideration.
- 15.4. The successful Proposers shall enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFP and the finalized contract and any resulting purchase order entered into pursuant to this RFP.

16. ISSUANCE OF WORK AND LIMITATIONS:

16.1. Authorization Of Work:

- 16.1.1. **Allowable Costs:** A determination of allowable costs will be performed for services rendered under any resulting contract from this solicitation.
- 16.1.2. **Performance Evaluation:** A performance evaluation will be conducted upon the completion of the contract by the County Project Manager and provided to the CMaR. Larger projects may require an interim evaluation. The performance evaluations will become public record.

17. CONTRACT REQUIREMENTS:

Proposers contracting with the County shall:

- 17.1. **License/Certification:** Perform all professional services to current professional standards of the applicable discipline.
- 17.2. **Personnel:**
 - 17.2.1. Maintain an adequate staff of qualified personnel.
 - 17.2.2. Not subcontract, assign or transfer any work under any contract with the County without the written approval of the County.
- 17.3. **Standard of Work:**
 - 17.3.1. Ensure that all work meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.
 - 17.3.2. If, at any time during the contract term, the service performed, or work done by the CMaR or their subcontractors is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the CMaR shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the CMaR fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CMaR.
- 17.4. **Coordination of Work:**
 - 17.4.1. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
 - 17.4.2. Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the County and its authorized agents at any time.
- 17.5. **Change in Scope:**
 - 17.5.1. Have approval from the County in writing prior to commencement of any change order.
 - 17.5.2. Perform any additional work required for a particular change order approved by the County.
- 17.6. **Assignment Of Contract:** The selected Proposer 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 by the County. All matters dealing with these actions must be conducted in written format.

- 17.7. **ADA Compliance:** The contract will provide that any ADA or work conditions complaints against the Contractor will be processed through the County's Human Resources Department and are to be corrected within five (5) business days. Written response to the Human Resources Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the CMaR may result in termination of contract.

18. TERMINATION

- 18.1. Any contract entered into pursuant to this RFP may be terminated by the Proposer upon 30 days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the contract through no fault of the Proposer. It may also be terminated by the County with or without cause upon 7 days written notice to the Proposer. Unless the Proposer is in breach of the Contract, the Proposer shall be paid for services rendered to the County through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Proposer shall:
- 18.1.1. Stop work on the date and to the extent specified.
 - 18.1.2. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
 - 18.1.3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
- 18.2. Continue and complete all parts of the work that have not been terminated.
- 18.3. The County reserves the right to cancel and terminate any contract entered into pursuant to this RFP in the event the Proposer or any employee or agent of the Proposer is convicted of any crime arising out of or in conjunction with any work being performed by the Proposer for or on behalf of the County. The County reserves the right to suspend the qualifications of the Proposer to do business with the County upon any such conviction. The County reserves the right to terminate any contract entered into pursuant to this RFP in the event the Proposer is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of Proposer's creditors. Upon termination of any contract entered into pursuant to this RFP, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under that contract shall be immediately turned over to the County by Proposer.

-Remainder of page intentionally left blank-

SECTION 2 INSURANCE

Unless otherwise stated in the specifications/Scope of Work or Special Conditions, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Occurrence Form Required: The CMaR 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 \$2,000,000. Products and completed operations aggregate shall be \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent CMaRs, 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.
2. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** The CMaR 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.
3. **WORKERS' COMPENSATION INSURANCE:** The CMaR 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.
4. **PROFESSIONAL LIMITED LIABILITY INSURANCE:** The CMaR shall have and maintain professional liability insurance with a limit not less than \$3,000,000 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:**
 - 5.1. 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:
 - 5.1.1. "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.
 - 5.1.2. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
 - 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.

- Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.
- 5.1.3. 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.
 - 5.2. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - 5.3. 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.
 - 5.4. The CMaR 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 CMaR to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - 5.5. Renewal:
 - 5.5.1. 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.
 - 5.5.2. 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.

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SECTION 3 SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included or are revising in the County's standard General Terms and Conditions or the Scope of Work.

1. PROJECT TERM:

1.1. The County's agreement with the selected firms will be a master contract for CMAR services. The initial term of the Contract shall be **three (3) years from the Board approval**. Upon mutual agreement of the parties, the contract may be renewed for one **additional three (3) year term** or through the duration of the project final completion. The Contract will include a thirty (30) day termination for convenience clause for termination by the County.

2. BASIS OF AWARD:

2.1. The County shall award to the responsive and qualified 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.

3. AWARD:

It is the intent of the County to award Master Service Agreement(s) to one or more firms. This agreement shall be utilized on an as-needed basis. There shall be no minimum work guaranteed.

4. QUALIFICATIONS:

4.1. Firm is to be licensed in the state of Florida with the ability to perform the assigned Project/Task.

Provide all licenses held, including but not limited to the following:

- 4.1.1. State of Florida Certified General Contractor and should provide proof of current general contractors' license(s.)
- 4.1.2. Electrical Contractor
- 4.1.3. Elevator Safety
- 4.1.4. Construction Industry Certification or Registration
- 4.1.5. The Firm is to have \$2,000,000 bonding capability. Provide a letter of bond-ability from a Surety company, on their letterhead, specifying and confirming your firm's bonding capability.

5. TRAVEL:

5.1. Mileage and travel expense to and from Highlands County in performance of this scope of work is to be considered a cost of doing business.

6. FUNDING ACKNOWLEDGEMENT:

6.1. Project(s) may be funded by State or Federal funding and when applicable will be governed by OMB Uniform Guidance 2 C.F.R., Part 200 and further defined in the U.S. Treasury Final Rule, adopting the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act effective April 1, 2022, or as revised thereafter.

6.2. Implementation only applicable only when required by funding.

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SECTION 4 INTRODUCTION/BACKGROUND

4.1. INTRODUCTION/BACKGROUND

Highlands County, a political subdivision of the State of Florida, is soliciting proposals from experienced and qualified Construction Manager at Risk (CMaR) companies to provide services during the design, bid/award, construction, and County occupancy phases for construction projects countywide with a construction value up to \$2,000,000 or rehabilitation or renovations costing up to \$1,000,000. This continuing contract process will be in accordance with Florida Statute 287.055 and 255.

4.2 . OBJECTIVE

The successful respondents shall utilize an open book approach to the projects and provide pre-construction phase services and a guaranteed maximum price with full disclosure of actual costs to the County. Pre-construction responsibilities include, but are not limited to value engineering, estimating, constructability reviews, associated meetings and conferences. Additionally, the successful companies shall provide construction phase services, consisting of, but not limited to, administrative services, construction, supervision and accepted accounting principles through successful project(s) completion.

The selection of firms will be based upon criteria outlined herein under Evaluation of Proposals. Firms submitting should have Construction Manager at Risk (CMAR) experience. The County reserves the right to solicit additional firms at any time during this period.

In these economic times, there is no assurance that capital projects that are planned will actually be constructed.

An example of project types may include, but are not limited to:

- Window hardening
- Roof replacement
- Facility remodel
- Pre-fabricated building installation
- Generator
- Electrical
- Construction
- Plumbing
- HVAC

4.3. SUBMITTAL

Interested parties are invited to submit via hard copy original or electronic submission to the County website www.highlandsfl.gov linking to www.VendorRegistry.com.

Electronic Submission is to contain:

- One all inclusive Adobe file, bookmarked by tab, of the proposal package.
- It is the Proposers responsibility to allow sufficient time to ensure the submission process is completed.

Hard Copy Submission is to contain:

- One (1) original hardcopy, and
- One (1) exact electronic copy on a thumb drive of their proposal in a sealed package to the Procurement Division. The submission

should be marked with the solicitation number, title and marked with the proposer's name and address. A "Sealed Proposal Label" is enclosed to be affixed to the outside of the submission.

The submissions are to be received by the Highlands County Purchasing Department prior to the designated date and time on the cover page of this solicitation, unless otherwise instructed.

The delivery of the response on the specified date and time is solely the responsibility of the proposer. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delay caused by any other occurrence. Proposals received after the designated date and time will not be considered.

The submittal may be withdrawn either by written notice to the Procurement Manager or in person, if properly identified, at any time prior to the above submittal deadline.

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures, artwork or other presentation material beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness.

SECTION 5 RESPONSE FORMAT CRITERIA

5. SUBMITTAL CONTENT: It is imperative that the information submitted is precise, clear, and complete. All responses must be presented in the following format requirements:
 - 5.1. **Paper Submission:** Page Size: 8 1/2" by 11", printed single-side, tab/section dividers, bound document, tabbed at each Evaluation Criteria Section, all pages numbered, minimum 11-point Arial font shall be used.
 - 5.2. **Electronic Format:** Shall be an exact, all-inclusive copy mirroring the original paper submission in a single Adobe pdf format. The file is to include Bookmarks for each Evaluation Criteria Section, if possible. No macros, links or locked files will be allowed.
 - 5.3. Submittals not conforming to this format may be disqualified from further consideration and, if considered, will receive a lower score or may be deemed non-responsive.
 - 5.4. PROPOSAL OUTLINE. Sections and subsections shall correspond in sequence with those identified below and shall be clearly sequentially tabbed. All additional information that a Proposer believes is unique to a section and does not fit the established outline may be included at the end of that section under a subheading "Additional Information." A page limit is not set, but Proposers are asked to be concise with the material submitted.
 - 5.5. EVALUATION CRITERIA SECTION. Proposers will be scored on the quality of the proposal including clarity and organization of the proposal and its presentation. Each submittal should contain all requested documentation organized in the following manner:

TAB 1. EXECUTIVE SUMMARY: (Maximum 10 Points)

- 1.1. Company name, owner, address, telephone number, fax number & email address.
- 1.2. State the number of years in business. (Sunbiz.org printout will be utilized to confirm.)
- 1.3. State the number of full-time employees.
- 1.4. Volume of work during each of the last three (3) calendar years.
- 1.5. Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last five (5) years.
- 1.6. Location/Accessibility: State the Respondent's location(s) and accessibility. Note the primary office location(s) for the project team members.

TAB 2. APPROACH TO PROJECT(S): (Maximum 30 Points)

- 2.1. Provide in detail your firms approach and methodology as it relates to Construction Management at Risk for projects of the nature as specified. Define in detail the components of job specific pre-construction services and the responsibility of the CMaR for each component of this phase including budget estimating, value engineering, constructability recommendations and master project schedule.
- 2.2. Detailed approach to the CMaR's competitive bidding for subcontracts, other cost of the work, general conditions cost summary, fee negotiations, GMP compilation, etc.
- 2.3. Owner direct purchase and sales tax savings approach.
- 2.4. Approach to the management and construction of a project.
- 2.5. CMaR's approach to quality workmanship and contract compliance control measures.
- 2.6. Define approach used to encourage the utilization of Small and Minority business enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.

TAB 3. Experience and Expertise, Personnel & Technical Resources: (Maximum 30 Points)

- 3.1. Summary of CMaR Experience and statement of understanding of the CMaR process.
- 3.2. Firm is to have understanding of CMaR process to perform Construction Manager at Risk (CMAR) project(s.) Include a summary of experience and statement of understanding of CMaR process with submission.
- 3.3. Provide three (3) projects performed which best illustrate the experience of the Contractor and current staff. (List no more than five (5) projects completed within the last ten (10) years.) (Maximum of one (1) page only per project). For each project please provide:
 - 3.3.1. Name and location of the projects.
 - 3.3.2. The nature of the Contractor's responsibility on the projects.
 - 3.3.3. Project Owner's representative name, address and phone number.
 - 3.3.4. Date projects were completed or are anticipated to be completed.
 - 3.3.5. Size of projects (gross S.F. and/or area).
 - 3.3.6. Cost of project.
 - 3.3.7. Change Order Summary.
 - 3.3.8. Work for which your staff was responsible.
 - 3.3.9. Project manager, superintendent and other key professionals involved in the projects.
 - 3.3.10. Provide references from the entity/owner for projects noted.
- 3.4. Provide an organizational chart of the firm's team highlighting the key individuals who will work on the County project(s).
- 3.5. Provide brief resumes of key personnel to be assigned to the project including, but not limited to the items in the list below. (Maximum one (1) page per resume.) Identify project related capability of in-house staff and indicate the adequate depth and abilities of the organization that it can draw upon as needed. This will include management, technical, and support staff. (Indicate whether office or field related.)
 - 3.5.1. Name and title.

- 3.5.2. Job assignment for other projects.
- 3.5.3. Percentage of time to be assigned full time to County project(s.)
- 3.5.4. How many years with this Contractor.
- 3.5.5. How many years with other Contractors.
- 3.5.6. List degrees, certifications, and registrations.
- 3.5.7. Experience:
 - 3.5.7.1. Types of projects.
 - 3.5.7.2. Size of projects (dollar value of project).
 - 3.5.7.3. What were the specific project involvements?
 - 3.5.7.4. Describe any specific expertise or type of projects of your firm specializes in?

TAB 4. Scheduling and Cost Control: (Maximum 30 Points)

The Contractor's scheduling system and cost control system should be described. Methods for assuring subcontractors adherence to schedule should be highlighted.

- 4.1. Describe the Contractor's use of schedules included computer-generated, for the management of construction.
- 4.2. Describe methods for managing the processing of shop drawings. Define means and methods for managing and responding to requests for Information (RFIs.)
- 4.3. Indicate the Contractor's approach to project scheduling and coordination of subcontractors.
- 4.4. Describe the Contractors' current and future projected workload.
- 4.5. Describe the Contractor's method for holding projects within budget. Provide one example.
- 4.6. Provide a written narrative regarding your approach to the project as it relates to cost control for items outside of the "cost of the work".

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SECTION 6 SELECTION PROCESS AND CRITERIA

- 6.1. Responses shall be reviewed by the Evaluation Committee and ranked by the Evaluation Committee based upon the above criteria.
- 6.2. PRESENTATION IF, REQUESTED BY THE EVALUATION COMMITTEE. Public presentations with the Evaluation Committee may be requested of the Proposers. 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. Notice will be given to the Proposers invited to give presentations. Presentations by Proposer 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.
- 6.3. Each member of the Evaluation Committee shall perform their own independent scoring based upon the criteria herein and the highest ranked firms shall be determined by the order of ranking from highest to lowest score.
- 6.4. The Evaluation Committee members have the right to correct any errors that may be made in the evaluation and selection process.
- 6.5. The County is not obligated to award contract(s), and the Evaluation Committee members may decide to recommend rejection of all responses.
- 6.6. Selection of Proposers shall follow the procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes.

SECTION 7 EVALUATION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint an evaluation committee (the “Evaluation Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Evaluation Committee score and/or rank of the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

7.1 Evaluation Meeting

7.1.1 A public meeting will be conducted to allow the Evaluation Committee members to discuss and score each Proposal based on the following evaluation criteria:

Tab 1	Executive Summary	10 Points
Tab 2	Approach to Project(s)	30 Points
Tab 3	Experience and Expertise, Personnel & Technical Resources	30 Points
Tab 4	Scheduling and Cost Control	30 Points
Tab 5	Compliance forms and requested documentation	0 Points
	Total Points	100 Points

7.1.2 Evaluation Committee member’s total scores will be added together to produce a final score for each Proposal.

7.1.3 Procurement will confirm the calculations for the final score for each Proposal.

7.1.4 If the Evaluation Committee elects to interview Proposers based on the final scores, a minimum of three (3) will be selected for presentations/discussions.

- 7.2 Proposer Interviews (at the discretion of the Evaluation Committee)
 - 7.2.1 The Evaluation Committee may conduct interviews. During an interview, selected Proposers may be asked to make a presentation describing the key elements of their Proposal and/or address any specific topics the Evaluation Committee may determine necessary.
 - 7.2.2 At the conclusion of the interviews Proposals will be ranked, 1 representing the highest-ranked Proposer. The Evaluation Committee members will then collectively decide the recommend award and start Contract Negotiations with all or selected Proposers starting with the highest-ranked Proposer; and should negotiations fail with the highest ranked Proposer, staff shall end negotiations with the highest ranked Proposer and begin negotiating with the next highest ranked Proposer and so on.

- 7.3 **Tie Breaker:** In case of a tie in scoring, the award will be made as follows:
 - 7.3.1 Step 1: The Proposer that has the highest number of number 1 rankings shall be deemed ranked as the higher Proposer.
 - 7.3.2 Step 2: Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings shall be the higher ranked Proposer.
 - 7.3.3 Step 3: Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.
 - 7.3.4 Step 4: After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
 - 7.3.5 When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
 - 7.3.6 If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

SECTION 8 TENTATIVE SCHEDULE

DATE	TIME	EVENT
Saturday, July 1, 2023		First Advertisement
Saturday, July 8, 2023		Second Advertisement
None scheduled for this solicitation		Pre-Proposal Meeting
Thursday, July 20, 2023	5:00 P.M.	Deadline to submit questions (RFI's)
Wednesday, August 2, 2023	3:30 P.M.	Proposal due date (Purchasing, 600 S Commerce Ave Sebring FL 33870)
Wednesday, August 16, 2023	1:00 P.M.	*Review/Ranking of Proposals by the Evaluation Committee
Wednesday, August 30, 2023	1:00 P.M.	*Presentations / Interviews (at the discretion of the Evaluation Committee)
Thursday, September 7, 2023		Anticipated award date
Tuesday, October 3, 2023		Anticipated contract consideration by the Board,
<i>Dates are subject to change.</i>		<i>*Evaluation Meetings to be held in Engineering Dept., 505 S. Commerce Ave, 2nd Floor, Sebring, FL 33870</i>

SECTION 9 SAMPLE MASTER CONTRACT FOR PROFESSIONAL SERVICES

The County will negotiate a contract with successful proposer(s.)

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SECTION 10 CONTRACT NEGOTIATIONS

- 10.1 If a Proposer is selected, the user Department, and Procurement, with the assistance of the County Administrator or their designee, shall negotiate an Agreement with the selected Proposer.
- 10.1.1 Negotiate reasonable fees for:
- Preconstruction Services
 - General Conditions
 - CM Fee (Overhead and Profit)
 - General Liability Insurances
 - Subcontract bonds
 - Performance and Payment bonds
- 10.2 If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Evaluation Committee that contract negotiations with the Proposer have terminated. Contract negotiations with the next-highest-ranked Proposer will be implemented, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.
- 10.3 After contract negotiations with a Proposer are successfully completed the Project Manager shall recommend to the Board of County Commissioners that award a contract to the Proposer(s) to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether the County shall enter into an Agreement with a Proposer.
- 10.4 Upon award a Master Service Agreement will be established. The selection of a contractor utilizing this master service agreement for a specific project shall be made on an as-needed basis depending on the specific project and contractor qualification utilizing, but not limited to, the Contractor's experience, expertise, availability as a basis of selection.

SECTION 11 PROJECT PROCESS

11.1. PRE-CONSTRUCTION PHASE

Initiation of Project: Preconstruction phase services and fee is established. The County will initiate a Task Order Authorization (TOA) or Consultant Service Authorization (CSA) to the Master Agreement for the preconstruction phase. Upon execution of the TOA/CSA a Purchase Order will be established to authorize the start of the project. When the Guaranteed Maximum Price (GMP) is agreed to by the County, a TOA/CSA amendment will be issued, and if applicable an agenda item will be prepared and presented to the Board of County Commissioners for their approval. After approval, a change order will be conducted to increase the purchase order to include the amount of the GMP.

- 11.1.1. **Prime Goal:** During the Pre-construction Phase, the CMAR shall assist the County and the Design Professional (DP) in developing an optimum, minimum risk and buildable design for the Project(s). During the Pre-construction Phase, the County, the DP, and the CMAR shall develop and complete a design for the Project that meets the County's needs and is within the portion of the County's Project Budget available for payment of costs of the construction work. During the Pre-construction Phase, the CMAR shall be paid a Pre-construction Phase Services Fee.
- 11.1.2. **Services:** The CMAR shall meet with the County to determine the schedule of meetings and the work required to provide value engineering. Services provided during the Pre-construction Phase of the project should include, but not limited to:
- 11.1.2.1. Consulting with, advising, assisting, and making recommendations to the County and the DP.
- 11.1.2.2. Reviewing all plans and specifications as they are being developed and making recommendations with respect to construction feasibility, availability of material and labor, and time requirements for procurement and construction.

- 11.1.2.3. Projected costs; developing, reviewing, and refining the Project's budget estimates based on the County's program and other available information.
- 11.1.2.4. Making recommendations to the County and the DP regarding the division of work in the plans and specifications to facilitate the bidding process and awarding of contracts.
- 11.1.2.5. Soliciting the interest of capable contractors and taking bids on the Project and analyzing the bids received.
- 11.1.2.6. Preparing and maintaining a progress schedule during the Pre-construction Phase of the project and the preparation of a proposed construction schedule.
- 11.1.3. The following milestones shall be completed in the Pre-construction Phase before the Project can progress to the Construction Phase.
 - 11.1.3.1. The CMAR and County shall agree on a Guaranteed Maximum Price (GMP.)
 - 11.1.3.2. The CMAR and County shall execute the Construction Contract with all attachments and exhibits.
- 11.1.4. The CMAR shall not commence construction activities during the Pre-construction Phase.
- 11.1.5. The CMAR shall have no basis of claim against the County if the County elects to terminate or not construct the Project for any reason or at any time during the Pre-construction Phase. The County shall not be obligated to have the CMAR construct the Project nor shall the CMAR assume to have any rights to construct the Project.

11.2. CONSTRUCTION PHASE

- 11.2.1. **Prime Goal:** During the Construction Phase, the CMAR shall successfully complete the Project in accordance with the Construction Documents and within the Guaranteed Maximum Price (GMP).
 - 11.2.1.1. Services provided by the CMAR during the Construction Phase of the Project shall include, but not be limited to:
 - 11.2.1.1.1. Maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the sub-contractors on the Project.
 - 11.2.1.1.2. Directing the work as it is being performed for general conformance with working drawings and specifications.
 - 11.2.1.1.3. Establish and implement procedures for the coordination among the CMAR, County, Design Professional, and sub-contractors with respect to all aspects of the Project.
 - 11.2.1.1.4. Maintain a record of local hires and hours worked as requested by the County.
 - 11.2.1.1.5. Maintain job site records and producing appropriate progress reports.
 - 11.2.1.1.6. Implement a labor policy in conformance with the requirements of the County.
 - 11.2.1.1.7. Review and provide recommendations regarding the safety and equal opportunity programs of each sub-contractor for conformance with the County's policies.
 - 11.2.1.1.8. Review and process all pay applications and invoices for payment by involved sub-contractors and material suppliers in accordance with the terms of the Contract.
 - 11.2.1.1.9. Make recommendations, process, and maintain records of requests for changes in the work through change orders.
 - 11.2.1.1.10. Schedule and conduct regularly scheduled and non-scheduled job-related meetings to ensure orderly progress of the work. Provide meeting minutes for each meeting.

- 11.2.1.1.11. Develop and monitor the project progress schedule, coordinate, and expedite the work of all contractors, and provide periodic status reports to the County and the DP.
- 11.2.1.1.12. Establish and maintain a cost control system.
- 11.2.1.1.13. Conduct meetings to review costs.

11.3. GUARANTEED MAXIMUM PRICE AND GMP SCHEDULE

- 11.3.1. The CMAR, with the assistance of the DP, shall commit to a Guaranteed Maximum Price (GMP) for all construction related activities regarding the Project. The contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price. The project will be Open Book. All savings, including unused contingency, shall be returned to the County. The County reserves the right to request an alternative item for Furniture, Fixtures & Equipment (FF&E), which the County may ask to be included in the GMP. The County shall accept or reject this alternative item prior to finalizing the GMP. The CMAR shall competitively select all construction sub-contracts and other work appropriate for competitive selection using cost and other factors.
- 11.3.2. No Construction Work shall commence until a GMP for the entire construction work is mutually agreed upon in writing and formally executed by both the CMAR and County.
- 11.3.3. At a time determined by the County and the CMAR, but no later than the conclusion of the Pre-construction Phase, the CMAR shall propose a GMP for the construction of the entire Project. The proposed GMP shall not exceed the amount within the County's project budget available for cost of the construction work.
- 11.3.4. The CMAR shall also submit a detailed construction schedule for all construction work related to the successful, expeditious, and practicable completion of the Project. The schedule shall be consistent with any previously issued schedules approved by the County and shall not exceed time limits established in the Construction Phase Contract Documents. The schedule shall incorporate all construction work for the Project to the extent required by the CMAR Pre-construction Phase Contract Documents and the CMAR Construction Phase Contract Documents, if and when the latter are executed.
- 11.3.5. Fixed fee items such as Bonds and Permits should be reimbursed at cost, with no additional markup.

11.4. NEGOTIATED ITEMS

- 11.4.1. Any item not outlined in the CMAR Scope of Services may be subject to negotiations between the County and the CMAR.
- 11.4.2. If a fee for the Pre-construction Phase Services Contract cannot be agreed upon then the County is under no obligation to award a Pre-construction Phase Services Contract to the CMAR and may move to the next CMAR candidate on the selection list.
- 11.4.3. If a Guaranteed Maximum Price cannot be agreed upon then the County is under no obligation to award a Construction Management Services Contract to the CMAR and may move to the next CMAR candidate on the selection list.
- 11.4.4. All materials or plans, regardless of format or media used, created under the Pre-construction Phase shall be and remain the property of the County.

11.5. BOND/SURETY (CONSTRUCTION)

- 11.5.1. Bonding/Surety is required for construction projects over \$200,000.00 unless otherwise noted. Additionally, the Purchasing Department 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.

11.5.2. 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 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.

11.5.2.1. A Payment and Performance bond must be properly executed, by the Surety Company and CMAR, 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.

11.5.3. Only bond form(s) may be accepted.

11.5.4. The original bond shall be provide to the Highlands County Project Manager with an additional electronic copy sent to the Highlands County Purchasing Department Purchase@HighlandsFL.Gov.

11.5.5. **Personal Checks are not acceptable as a Bid Security.**

11.5.6. **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.

11.6. LIQUIDATED DAMAGES (CONSTRUCTION)

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

11.6.2. Liquidated Damages shall be negotiated between the County and the awarded Contractor resulting in the mutually agreed upon liquidated damages table being added to the contract. The following Liquidated damages table shall serve as a guideline for negotiations. Liquidated damages will be based on the entire project amount per calendar day for example as shown in the table below:

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Per Calendar Day
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,000,000.00	\$1,500.00

11.7. PERMITS (CONSTRUCTION)

11.7.1. Unless otherwise specified herein, the Contractor will secure and pay for all permits, impact fees, and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the Contractor.

11.7.2. The Contractor will also pay all public utility charges and connection fees, except as provided for in the Contract Documents.

11.7.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.

- 11.7.4. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of permits and fees to be paid by the Contractor to complete the scope of work as described herein. This list does not relieve the successful bidder/vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
- 11.7.5. Permits obtained by the Contractor will be reimbursed at cost, no mark-up.

11.8. CONSTRUCTION MANAGER AT RISK REQUIREMENTS

- 11.8.1. Upon the award of a Construction Management Services Contract, the CMAR shall be contracted with the County to furnish his or her skill and judgment in cooperation with, and reliance upon, the services of the DP. CMAR will assist the County and DP in the management and administration of the Project. The County shall at all times retain complete contractual control of all prime CMAR and DP contracts, project funds, and disbursements.
- 11.8.2. The CMAR shall furnish administration and management of the construction process and other specified services to the County. The CMAR shall perform his or her obligations in an expeditious and economical manner consistent with the interests of the County. If it is in the County's best interest, the CMAR shall provide or perform basic services for which reimbursement shall be provided in the general conditions to the Construction Management Services Contract.
- 11.8.3. The CMAR will comply with all City, County, State, and Federal regulations, ordinances, and laws as they apply to the assigned Project.
- 11.8.4. Ancillary Technical Services: The County may request that the CMAR perform Ancillary Technical Services that shall include, but not be limited to:
 - 11.8.4.1. Geo-technical, soil investigation, material and acceptance testing, and/or subsurface investigation services.
 - 11.8.4.2. Land Surveying.
 - 11.8.4.3. Other testing and consultant services that are determined by the County to be required for the assigned Project.

-Remainder of page intentionally left blank-



SECTION 12 CERTIFICATION FORMS

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Proposer’s responsibility to review and include all requested and required documentation.

Forms		circle one
LOCAL COMPLIANCE FORMS		
Proposal Form, include acknowledgement of all addenda, signed.		YES NO
Drug-Free Workplace Certification		YES NO
Public Entity Crimes Sworn Statement		YES NO
Discrimination Certification		YES NO
Scrutinized Companies Certification		YES NO
E Verify Certification		YES NO
FEDERAL CONTRACT COMPLIANCE REQUIREMENT		
Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements		YES NO
Affidavit of Compliance with 2 CFR 200 Requirements		YES NO
Authorized Signatories/Negotiators		YES NO
Federal Debarment Certification Form		YES NO
MISCELLANEOUS DOCUMENTATION		
Sunbiz.org Print out for Proposer FEI/EIN Number		YES NO
Acord Insurance Form (sample copy from proposer)		YES NO
Women / Minority Business Enterprise Certification		YES NO
References (included in Tab 3)		YES NO
Licenses, Certifications		YES NO
One (1) Original Hard Copy Submission Package, and one (1) exact electronic copy, in <u>one</u> unlocked, unprotected Adobe file, on a thumb drive of the Submission package. Labeled “20-039 Proposer name”		YES NO
Sealed Submittal Label (affix to outside of submittal package, if applicable)		

PROPOSAL SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: **RFP 20-039-LKD**
 SOLICITATION NAME: **Construction Manager at Risk Continuing Services Library**

PROPOSAL SUBMITTED BY:

 Proposer's Name

 Proposer's Authorized Representative's Name and Title

 Proposer's Address 1

 Proposer's Address 2

 Contact's Name and Title (Print)

 Contact's E-mail Address

 Contact's Phone Number

 Dun's Number

 Employer Identification Number/Federal Employer Identification

ACKNOWLEDGEMENT OF ADENDA Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued						

PROPOSAL FORM

CERTIFICATION: 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. Proposer has not directly or indirectly induced or solicited any other person 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 person(s) or over the County. The signature below, by an authorized representative and hereby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: _____ 20 _____

PROPOSER NAME: _____

SIGNATURE: _____
Proposer's Authorized Representative (Seal)

PRINTED NAME: _____

TITLE: _____

-Remainder of page intentionally left blank-

DRUG FREE WORKPLACE FORM

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
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: _____

PUBLIC ENTITY CRIMES FORM

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.

STATE OF FLORIDA }ss

COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

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

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

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 ____.

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

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

**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: _____

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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: _____

E-VERIFY FORM

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

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 _____

FEDERAL CONTRACT COMPLIANCE REQUIREMENTS
(In addition to the General Conditions)

To comply with Code of Federal Regulations, Appendix II to Part 200, 2 CFR § 200.318 through 200.324, as applicable.

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. *CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
2. *CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*
3. *CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
4. *CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
5. *CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.*
6. *In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
7. *CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.*

B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D)) NOT APPLICABLE

(Applicable only for ARPA construction contracts over \$10 million) CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

C. COPELAND “ANTI-KICKBACK” ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(Applicable only for construction contracts in excess of \$2,000.) CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.

8. *CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.*
9. *Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.*
10. *Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.*

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR

§200.326 Appendix II to Part 200 (F))

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses, women's business enterprises and labor surplus area firms on solicitation lists; assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus area firms; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus area firms; as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321 and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

J. ENERGY EFFICIENCY AND CONSERVATION, (42 U.S.C. § 6201).

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act

- K. BYRD ANTI-LOBBYING AMENDMENT** (2 CFR §200.326 Appendix II to Part 200 (I)) Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.
- L. CIVIL RIGHTS COMPLIANCE** - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights Act** of 1964.
- M. HUAWEI AND ZTE RESTRICTIONS**, 2 CFR § 200.216, prohibits award recipients from using federal award funds to “procure or obtain any equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.” Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.
- N. DOMESTIC PREFERENCE**, 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, **provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- O. AFFIRMATIVE ACTION**, 2 CFR § 200.321. Contractor must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

CERTIFICATION REGARDING LOBBYING

FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS APPENDIX A, 44 C.F.R. PART 18

(To be submitted with each bid or offer exceeding \$100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **“Byrd Anti-Lobbying Amendment.”**

If not provided at time of bid submittal, the form must be completed and submitted within three business days of County’s request. Vendor hereby certifies the following:

- C.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- D.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E.** The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (U.S.C.). §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et. seq. apply to this certification and disclosure, if any.

Signature of Authorized Official on behalf of Vendor

Name and Title of Authorized Official on behalf of Vendor

Name of Vendor

_____, 20____ Date of Execution

AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, _____, in my capacity as _____,
(First and Last Name) (Company Title/Position)

am authorized to sign on behalf of, and fully bind, _____
(Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm, the following:

- _____
(Initial) 1. Qualified small and minority businesses, and women’s business enterprises, were, and will continue to be, placed on all of the Prime Contractor’s solicitation lists.
- _____
(Initial) 2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women’s business enterprises, when they were/are potential sources.
- _____
(Initial) 3. Based on the Prime Contractor’s experience and expertise, the total requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
- _____
(Initial) 4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women’s business enterprises.
- _____
(Initial) 5. The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- _____
(Initial) 6. I understand that if the Prime Contractor fails to submit the documentation required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor’s bid will be considered non-responsive.
- _____
(Initial) 7. I affirm that all the **documentation attached** to this Affidavit of Compliance reflect true and accurate records that have not in any way been altered.

_____ 8. I understand that, should the Prime Contractor be the awarded the contract that
(Initial) this affidavit will continue to be considered binding for the duration of the
project.

_____ 9. I understand that false statements on this Affidavit of Compliance may result
(Initial) in criminal prosecution for a felony of the third degree as provide for in
§92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct to the best
of my information, knowledge, and belief.

Signature

Date

Printed Name

Official Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____ of _____, a _____

(Name of officer or agent, Title)

(Name of company)

(State)

corporation, on behalf of the corporation.

(Seal) _____

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known [] or Produced Identification []

Type of Identification Produced: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name _____ Title _____

Telephone Number/Email _____

Signature _____ Date _____

Title _____

Name of Business _____

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Joint Venture* _____ Corporation

_____ Limited Liability Company _____ Non Profit

State Incorporation Document No. _____

Principal Place of Business (Florida Statute Chapter 607) _____

City/County

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal Tax ID # : _____

**Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted. Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE
AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Remainder of page intentionally left blank

SEALED PROPOSAL LABEL

Cut along the outer border and affix this label to your sealed submission envelope/box to identify it as a “Sealed Bid/Proposal”

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Lori DeLoach, Purchasing Manager
(863) 402-6500

PLEASE PRINT CLEARLY



SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •	
SOLICITATION NO.:	ITB 20-039-LKD
SOLICITATION TITLE:	Construction Manager at Risk Continuing Services Library
DATE DUE:	Wednesday, August 2, 2023
TIME DUE:	Prior to: 3:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor 600 South Commerce Avenue Sebring, Florida 33870
	Note: submissions received after the time and date above will not be accepted.

***Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**



STATEMENT OF NO BID

We, the undersigned, have declined to bid

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or services
- _____ Unable to meet specifications
- _____ Unable to meet Bond requirements
- _____ Specifications unclear (explain how)
- _____ Unable to meet Insurance requirements
- _____ Remove us from your "Bidders List" altogether
- _____ Other (specify below)

Remarks:

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____