



Indian River County Purchasing Division
1800 27th Street
Vero Beach, FL 32960
Phone (772) 226-1416

Request for Proposals for Design Build Team

Project Name: Household Hazardous Waste and Recycling Facility

RFP #: 2023008

RFP Opening Date: **February 10, 2023**

RFP Opening Time: **2:00 P.M.**

Mandatory Pre-Proposal Meeting: Monday, January 9, 2023, 9:30 a.m.
County Commission Chambers (room A1-502), 1801 27th Street, Vero Beach, FL 32960. Sign-in closes when the meeting begins.

All Proposals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.

SUBMIT:

(1) ONE MARKED ORIGINAL,
(5) COPIES OF YOUR PROPOSAL, AND
ONE ELECTRONIC COPY AS A SINGLE PDF ON USB, CD OR EMAILED TO
PURCHASING@IRCGOV.COM PRIOR TO THE RFP OPENING DATE AND
TIME.

Refer All Questions to:

Email: purchasing@ircgov.com

REQUEST FOR PROPOSALS

RFP # 2023008

Design-Build of Household Hazardous Waste and Recycling Facility

On behalf of its Solid Waste Disposal District (“SWDD”), the Indian River County Board of County Commissioners is requesting proposals from qualified design build teams for the design and construction of a new household hazardous waste and recycling facility at the landfill.

Detailed specifications are available at: www.demandstar.com or by selecting “Current Solicitations” at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Receipt of one marked original, five copies, plus one electronic copy as a single pdf (on usb, cd, or emailed to purchasing@ircgov.com) of proposals (both printed and electronic copies are required) by the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. February 10, 2023.

A MANDATORY pre-proposal meeting will be held on Monday, January 9, 2023, at 9:30 a.m. in the Commission Chambers, Room A1-502, 1801 27th Street, Vero Beach, FL 32960. Representatives of both the Prime Design Firm and the Prime Construction Firm must attend. No attendee will be allowed to sign in after the meeting has begun.

The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication in the Indian River Press Journal

Date: Sunday, December 18, 2022

Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Scope of Services

1. Introduction

Indian River County is seeking proposals from Design-Build Teams (“DBTs”) for a new household hazardous waste and recycling facility building at the landfill site.

The work shall include but is not limited to:

Furnish all labor and materials necessary to design and construct the improvements to the existing Indian River County Landfill in Indian River County, Florida, including: Erection of a new Household Hazardous Waste (“HHW”) & Recycling Facility building, site preparation, demolition, drainage improvements, paving, grading, water line installation, sewer line installation, landscaping; and all accessory items to provide a complete operating system as depicted in these documents.

All work shall be done in accordance with the Design Criteria Package (DCP) included as Attachment A.

The following minimum requirements must be met by the DBT:

10 years experience

2. Qualification

The DBT may be contractor led, to include contractors who do the design in house, design firm led, or a joint venture, as long as it is established and registered in accordance with Florida Statutes. If used, the joint venture documents shall be included in the submitted proposal.

3. Design Firm Certifications

Prime design firm may only be on one proposed DBT. All engineering firms shall be licensed by the Florida Department of Business and Professional Regulation (DBPR). Any surveying firm must be licensed by the Florida Department of Agriculture and Consumer Services (FDACS).

4. Construction Contractor Certifications

The prime construction contractor may only be on one proposed DBT. The construction contractor and all subcontractors shall be licensed general contractors, or hold other appropriate licensure issued by the Florida DBPR. The construction contractor and all subcontractors must be actively registered with the Indian River County Building Division.

5. Mandatory Pre-Proposal Meeting

A MANDATORY Pre-Proposal Conference will be held on Monday, January 9, 2023, at 9:30 a.m. in the Commission Chambers, Room A1-502, 1801 27th Street, Vero Beach, FL 32960. Attendance by both the design team **and** the construction team shall attend the conference. Proposals submitted from any prime contractor or prime design firm not represented at the conference will be deemed non-responsive and automatically disqualified from further consideration. Sign in will be available beginning 30 minutes prior to the start of the meeting, and the sign in sheets collected prior to the start of the meeting. No proposer arriving after the meeting has begun will be allowed to sign in.

6. Bid Security and Public Construction Bond

Bid Security and Public Construction Bond: Bid security must accompany each price proposal form, in the form of a bid bond, properly executed by both the DBT and by a qualified surety, or a certified check or a cashier’s check, drawn on any bank authorized to do business in the State of Florida and made payable to “Indian River County Board of County Commissioners.” Bid security must be in the sum of not less than five percent (5%) of the total amount of the total price proposal (including force account).

The selected DBT will enter into an Agreement with the County and furnish the required 100% Public Construction Bond and insurance certificates within the timeframe set by the County (15 calendar days after notice of award). If DBT fails to do so, the Bid Security will be retained by the County as liquidated damages and not as a penalty. Failure or refusal to furnish adequate public construction bond in a satisfactory form and within the timeframe set by the County shall subject the DBT to loss of time from the allowable construction period equal to the time of delay in furnishing the required public construction bond.

7. Construction Time

The agreement will include a stipulation that the work be completed in a period of ___calendar days following receipt of the Notice to Proceed. Should the DBT fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$1,000.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and accepted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the Notice to Proceed date.

8. Examination of Work Sites

All prospective DBTs may visit the site and become familiar with the existing conditions. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. Responding to the RFP shall be evidence that the DBT has made such examination.

9. Payment

Payment shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The County shall retain five percent (5%) of the payment amount due to DBT until final completion and acceptance of all work to be performed by DBT under the Contract Documents.

10. Permits

In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted DBT. The anticipated cost of the permit fees due to the Building Division is provided as a fixed line item on the price proposal form, specifically noted in the scope of work, or based on the construction cost, and may be found at https://www.ircgov.com/communitydevelopment/Applications/Permit_Fee-Schedule-101121.pdf. These fees do not include fees for any necessary re-inspection(s), which are the responsibility of the DBT.

11. Public Records

Indian River County is a public agency subject to Chapter 119, Florida Statutes. The DBT shall comply with Florida's Public Records Law. Specifically, the DBT shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (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 Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that 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 DBT does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the DBT or keep and maintain public records required by the County to perform the service. If the DBT transfers all public records to the County upon completion of the contract, the DBT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DBT keeps and maintains public records upon completion of the contract, the DBT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

IF THE DBT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DBT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

Failure of the DBT to comply with these requirements shall be a material breach of the Agreement.

Submittal Instructions

Information to Be Submitted: Submit one marked printed “original”, five printed copies, and one electronic copy as a single pdf, submitted on USB drive, CD or delivered by email to purchasing@ircgov.com prior to the opening date and time. Submittals must include and are requested to be organized as follows:

- a. Response Cover Sheet
- b. Prime Design Firm Form
- c. Prime Contractor Form
- d. Subconsultant/Subcontractor Forms for each subconsultant and subcontractor proposed.
- e. Similar projects and Project Team forms for a minimum of three related projects.
- f. Executive Summary describing the prime contractor, prime design consultant, and other subconsultants or subcontractors. Summarize the DBT’s overall capabilities to accomplish the services specified in the project, experience the team has working together, and experience for the design and build firms with the design build method.
- g. Staffing: Provide and organizational chart, resumes for proposed key personnel, including percentage of time to be assigned to this project, education, registrations
- h. A detailed description of the DBT’s approach to successful completion of the services described in the design criteria package. This approach should include a general workplan to keep the current HHW facility operational during construction of the new facility.
- i. Provide a projected timeline/schedule with the DBT’s methodology.
- j. Quality Assurance/Quality Control plan and procedures to be used to deliver the services described in the design criteria package.
- k. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- l. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- m. Certification regarding lobbying
- n. Certification regarding debarment
- o. Anti Collusion statement
- p. County’s Sample agreement with requested changes indicated
- q. Specimen insurance certificate

The following shall be submitted in a **separate sealed envelope** with the name of the Design Build team indicated on the exterior of the envelope (only one copy of these documents are required):

- r. Price Proposal Form – no price information will be included in any other part of the submitted proposal.
- s. Bid Security in the amount of not less than 5% of the total lump sum price proposal, payable to “Indian River County Board of County Commissioners”.

The remainder of this page left blank intentionally

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
 5. After interviews (if interviews are held in an RFP process), and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. DBT qualifications/capabilities and similar projects	20
2. References	15
3. Approach	20
4. Proposed Timeline	15
5. QA/QC Plan	10
6. Price Proposal	20
TOTAL	100

Price is included as one of the evaluation criteria; the lowest priced proposal will receive the maximum weighted score for the price criteria. The other proposals will receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals in accordance with the following example:

Vendor	Price Proposal	Percentage	By	Weight	Equals	Weighted Score**
A	\$20,000	100	X	20	=	20
B	\$25,000	80*	X	20	=	16
C	\$28,000	71*	X	20	=	14

**Vendor B's percentage is $\$20,000/\$25,000 = 80\%$; **Vendor C's percentage is $\$20,000/\$28,000 = 71\%$*

*** Weighted Score shall be rounded to nearest whole number*

Price Proposals will be opened and evaluation points calculated at the initial selection committee meeting, with each committee member adding the points to the subtotal of points they established for the other five criteria.

Anticipated Timeline

Event	Date
Advertise for Proposals	Sunday, December 18, 2022
MANDATORY Pre-Proposal Meeting	9:30 a.m. January 9, 2023
Deadline for Questions	5 p.m. on January 31, 2023
Proposals Due before 2:00 p.m. on	January 27, 2023
Initial Selection Committee Meeting	Week of February 20, 2023
Interviews (if held)	March 6, 2023
Recommendation of Award presented to BCC	March 28, 2023
Executed Agreement and Public Construction Bond Due to County	April 12, 2023
Notice to Proceed	May 1, 2023

General Instructions

Cone of Silence. Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the DBT's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

Submission: Submit one marked original and five (5) copies of your Proposal, **PLUS** one electronic copy as a single pdf, on usb, cd, or emailed to purchasing@ircgov.com (both printed and electronic copies are required).

Public Record Exemption: Correspondence, materials, and documents received pursuant to this solicitation become public records subject to the provisions of Chapter 119, Florida Statutes. Should the proposer assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Proposer. To the extent records are redacted as requested by the Proposer in response to a public records request submitted to the County, Proposer shall indemnify and defend the County in any related litigation. **If the submittal contains confidential information, such information shall be clearly marked, and submitted in a separate sealed envelope for the printed copies, and as a separate pdf document.**

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful DBT and will be filled out by the County.

Indemnification: The DBT shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Public Access: The DBT shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the DBT shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The DBT shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The DBT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The DBT shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the DBT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all DBTs are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The DBT 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 DBT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The DBT certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are 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 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: DBT must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. DBT is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

Regulations: It shall be the responsibility of the DBT to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any DBT as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to DBTs will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each DBT, prior to submitting their Proposal, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their Proposal.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Withdrawal of Proposal: A DBT may withdraw its proposal, either personally, or by written request, at any time prior to the scheduled date and time for opening of Proposals. No DBT may withdraw its Proposal for a period of 180 days after the date of opening, and all received proposals shall be subject to acceptance by the County during this period.

Right to Protest: Any actual or prospective responding DBT who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Committee Meetings: Notice of committee meetings will be posted to the RFP's listing on Demandstar.com and Vendor Registry, both available through the County's web site (www.ircgov.com/departments/budget/purchasing). Any portion of a meeting pursuant to a competitive solicitation, at which negotiation strategies are discussed, a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 (per Chapter 286.0113(1)(b)1).

Awards: The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Compliance with Laws and Regulations: DBT agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The DBT shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

Each Occurrence \$500,000
Fire Damage-any one fire \$50,000
Medical Expenses-any one person \$5,000
Personal and Advertising Injury \$500,000
General Aggregate \$500,000
Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

Each accident \$100,000
Each Disease – Each employee \$100,000
Each disease – policy limit \$500,000

Professional Liability Insurance

\$1,000,000 per occurrence
\$2,000,000 aggregate combined single limit
\$5,000 maximum deductible per claim

Builder's Risk

The policy shall cover the DBT, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.

RESPONSE COVER SHEET

This proposal is submitted by the below named DBT, by the undersigned authorized representative, who shall be the primary contact on behalf of the DBT.

DBT Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
Authorized Representative Name		Phone	
Title		Email	
Address			
Signature of Authorized Representative:			

The following addenda are hereby acknowledged:

Addendum Number	Date

PRIME DESIGN FIRM FORM

Firm Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
State of Florida License Number(s)			
Contact Name		Phone	
Title		Email	
Address			
Signature of Authorized Representative:			

Attach explanation/details as additional pages in this section. Include summary of litigation for past five years.

1. Is the Firm related to another firm as a parent, subsidiary or affiliate?

No Yes - If yes, give the name and addresses of all affiliated parent and/or subsidiary companies. Indicate the relationship of each to your organization.

2. Judgment. Has the Firm or any officer, director, owner, or qualifying agent thereof had any judgments entered against him/her within the past ten years for breach of contracts for construction, including, but not limited to, Design/Build or construction management?

No Yes - If yes, provide details on any such judgment.

3. During the past five years has the Firm had a contract terminated for cause?

No Yes - If yes, provide details of such instance.

4. During the past 5 years has the Firm had a paid claim against a performance bond?

No Yes - If yes, provide details of such instance.

5. Convictions. Has the Firm or any officer, director, owner or qualifying agent thereof been convicted within the past ten (10) years of a crime related to construction or contracting, including but not limited to, a violation of Florida contracting or ethics laws or any substantially similar laws of the United States or another state?

No Yes - If yes, provide details on any such conviction.

6. Debarment. Is the Firm or any officer, director, owner or qualifying thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government?

No Yes - If yes, provide details.

PRIME CONSTRUCTION FIRM FORM

Firm Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
State of Florida License Number(s)			
Contact Name		Phone	
Title		Email	
Address			
Signature of Authorized Representative:			

Attach explanation/details as additional pages in this section. Include summary of litigation for past five years.

1. Is the Firm related to another firm as a parent, subsidiary or affiliate?

No Yes - If yes, give the name and addresses of all affiliated parent and/or subsidiary companies. Indicate the relationship of each to your organization.

2. Judgment. Has the Firm or any officer, director, owner, or qualifying agent thereof had any judgments entered against him/her within the past ten years for breach of contracts for construction, including, but not limited to, Design/Build or construction management?

No Yes - If yes, provide details on any such judgment.

3. During the past five years has the Firm had a contract terminated for cause?

No Yes - If yes, provide details of such instance.

4. During the past 5 years has the Firm had a paid claim against a performance bond?

No Yes - If yes, provide details of such instance.

5. Convictions. Has the Firm or any officer, director, owner or qualifying agent thereof been convicted within the past ten (10) years of a crime related to construction or contracting, including but not limited to, a violation of Florida contracting or ethics laws or any substantially similar laws of the United States or another state?

No Yes - If yes, provide details on any such conviction.

6. Debarment. Is the Firm or any officer, director, owner or qualifying thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government?

No Yes - If yes, provide details.

SUBCONSULTANT/SUBCONTRACTOR FORM

Make additional copies of this form as necessary to provide information on all proposed subconsultants and subcontractors.

Firm Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
State of Florida License Number(s)			
Contact Name		Phone	
Title		Email	
Address			
Services to be provided:			

Firm Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
State of Florida License Number(s)			
Contact Name		Phone	
Title		Email	
Address			
Services to be provided:			

SIMILAR PROJECTS AND PROJECT TEAM FORM

Make additional copies of this form as necessary. Submit a minimum of three completed forms.

Project Name			
Project Location			
Design/Build Team Name			
Project Owner/Agency			
Contact Name		Phone	
Title		Email	
Completion Date		Total Cost	
Scope of Work			
List of proposed staff and associated firm that worked on the project			

SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2023008 for Design Build of HHW and Recycling Facility

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation _____ to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in

management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary

Public)

who is personally known to me or who has produced _____ as identification.

**CERTIFICATION REGARDING PROHIBITION AGAINST
CONTRACTING WITH SCRUTINIZED COMPANIES**

(Copies of this form for the DBT entity, or both the Prime Design and Prime Construction firms MUST be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. 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 an 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.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 was 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

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

Signature of DBT's Authorized Official

Name and Title of DBT's Authorized Official

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

(1) The DBT certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

ANTI-COLLUSION STATEMENT

The DBT certifies their response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services, and is in all respects fair and without collusion or fraud.

Name of DBT: _____

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

PRICE PROPOSAL

Submit in Separate Sealed Envelope with Bid Security.

DBT _____ agrees to perform all work as detailed in the request for proposals and design criteria package for the following lump sum price (**in words**):

\$ _____

This lump sum price includes all charges for completing the work and included layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the price shown above, all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Name of DBT

Address

Authorized Signature

City, State, Zip Code

Title

(____) _____ -
Phone

Date Signed

E-mail

Attachment A – Design Criteria Package

DESIGN CRITERIA PACKAGE FOR RFP 2023008
Indian River County Household Hazardous Waste and Recycling Facility Design-Build
December 2022

DESIGN CRITERIA PACKAGE:

The following Design Criteria Package (“Package”) was prepared by Indian River County Solid Waste Disposal District (IRC-SWDD) for Design-Build Services for the Household Hazardous Waste and Recycling Facility.

The scope of the project shall include, but may not be limited to, the following:

- Comprehensive Engineering Services including Civil, Structural and Architectural.
- Comprehensive Landscape Architectural Services.
- Comprehensive Environmental Evaluation and Geotechnical Services.
- Property Survey in State Plan Coordinates including, but not limited to Topography and Site Utilities.
- Environmental Analysis, Land Clearing, Remediation Services and Grading.
- Comprehensive Demolition, Construction, and Fabrication Services.
- Comprehensive Cost Estimation Services.
- Compliance with all Indian River County, FL and all other regulatory requirements as indicated in the County Permitting Checklist (included as Attachment-A).
- Compliance with all Applicable Governing Codes, Laws, Regulations, and Ordinances including Site, Environmental, Building, and Landscaping.
- Compliance with American with Disabilities Act (ADA) and Florida Building Codes for Accessibility
- As-Builts and Final Documents in full size ANSI D 22x34 print and the latest AutoCAD Release.
- Complete Technical Specifications, Manuals and Exhibits.

SECTION 1: DESIGN CRITERIA IN GENERAL

1.1 PURPOSE

This Package provides the design criteria for the development and design of a multi-use Household Hazardous Waste and Recycling Facility, as well as improvements to the adjacent site.

1.2 SITE

The 4.40 Acre site, Tax Parcel ID: 33-28-25-00001-0090-00001.0 is located in the northeast corner of the IRC-SWDD Landfill, located at 1325 74th Avenue SW Vero Beach, FL 32968.

1.3 INTENT

The intent herein is to list the minimum design criteria necessary for achieving this effort, ultimately under a single Design-Build, Guaranteed Maximum Price (GMP) agreement.

1.4 BASIS OF DESIGN

This Package presents user information, and in specific cases product data, as a basis of design – it is not a specification, prescriptive checklist, nor substitute for site visitation(s) prior to submission.

This Package is for illustrative purposes and is not intended to replace the professional judgement by competent licensed Professionals including, but not limited to, Engineers, Architects, Land Surveyors, Geologists, Landscape Architects, General

DESIGN CRITERIA PACKAGE FOR RFP 2023008

Indian River County Household Hazardous Waste and Recycling Facility Design-Build

December 2022

Contractors, Subcontractors and Fabricators, in proposing the full scope of work needed and the required budget.

1.5 SCHEDULING AND PROJECT COORDINATION

Scheduling and coordination of the project must organize long lead times, potential delays, and funding in the most efficient and suitable manner acceptable to the IRC-SWDD. Team will be required to provide a scheduling and coordination matrix, as well as a workplan to keep the current household hazardous waste facility operational

1.6 EXHIBITS

The exhibit(s) attached, including site information, described under this Package have been compiled by the IRC-SWDD and Kimley-Horn and Associates (KHA) and are included herein for use as a basis of Design-Build only, and not intended to indicate acceptance or intent to hire.

1.7 ZONING AND LAND USE OF THE SITE

The 4.40-acre site, is located in the northeast corner of the Indian River County Landfill, located at 1325 74th Avenue SW Vero Beach, FL 32968 and is currently zoned A-1 FLU: PUB.

1.8 FEMA FLOOD ZONE

The four-acre (4.40 Acre) site, located at 1325 74th Avenue SW Vero Beach, Florida 32968 is in FEMA Flood Zone X, Community ID: 120119, FIRM Panel 0355 effective date 12/04/12.

1.9 SURVEY AND VERIFICATIONS OF SITE CONDITIONS

Design-Build services shall include, but not be limited to, topographic and tree survey as well as the verification of all existing conditions including, but not limited to, site drainage, utilities, utility coordination, environmental compliance, and regulatory permitting, as well as the ultimate construction of all site amenities necessary to provide the needed upgrades, repairs and construction of indicated infrastructure, buildings, lighting, drives, parking and roadway. The property survey, in state plane coordinates, shall be to the minimum survey limits as shown on the Existing Conditions Plan by KHA per Exhibit A to these criteria.

1.10 LAND CLEARING, SITE WORK, DEMOLITION, REMOVAL, GRADING, AND LANDSCAPING

All land clearing, site work, demolition, removal, grading, and landscaping made necessary to achieve the final design for this project shall be required of the selected Design-Build Team ("DBT").

1.11 COMPLIANCE WITH GOVERNING CODES AND LIFE SAFETY

DBT shall have a complete and thorough understanding of the laws and regulations regarding public and life safety as well as demonstrated experience, including but not limited to, governing federal, state, county building codes, plan/code review process, regulatory agency reviews, and required site improvements. DBT shall also have a complete and thorough understanding of the submittal requirements and processes of Indian River County, Florida as well as required approvals for design, fabrication, and construction.

1.12 COMPLIANCE WITH INDIAN RIVER COUNTY ORDINANCES

DBT shall be required to comply with all County ordinances as outlined in the Indian

DESIGN CRITERIA PACKAGE FOR RFP 2023008
Indian River County Household Hazardous Waste and Recycling Facility Design-Build
December 2022

River County Code of Ordinances.

- 1.13 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA BUILDING CODE ACCESSIBILITY**
DBT shall have a complete and thorough understanding of the regulations and requirements of the Americans with Disabilities Act (ADA) as well as the Florida Building Code (in effect) including Accessibility.
- 1.14 UNDERSTANDING OF THE SOLID WASTE DISPOSAL DEPARTMENT ORGANIZATION AND WORKFLOW**
DBT shall have a complete and thorough understanding of the organization, workflow and transfer of information and materials (physical and virtual) with the IRC-SWDD.
- 1.15 PROGRAMMING AND ANALYSIS**
DBT shall have a complete and thorough understanding of the Household Hazardous Waste Operations/Facility as well as the goals, objectives, standards (including but not limited to Single Stream Recycling, Tipping, Sorting and Transportation needs) approved details of the IRC-SWDD to prepare a final design for this project upon their selection. The scope of work shall also include, but not be limited to, the collection of data and materials, research, planning and analysis.
- 1.16 CONSTRUCTION AND ENERGY SAVINGS**
All new construction shall make the best use of all applicable and sustainable materials and methodologies as well as energy producing and savings technologies including, but not limited to, solar if applicable.
- 1.17 USE OF NEW AND EMERGING TECHNOLOGIES**
All new construction shall consider the possible use of emerging and new technologies and commercially available products if they can be proven to result in the successful and satisfactory design, construction and maintenance of the project.

SECTION 2: BASIS OF DESIGN

- 2.1 Budget for Initial Design and Pre-Construction Services:** \$170,000
- 2.2 Budget for Construction:** \$5,800,000
- 2.3 Total Budget for Initial Design, Pre-Construction Services, and Construction:** Total project budget is \$5,970,000.
- 2.4 Start Date for Construction:** May 2023
- 2.5 Project Construction Duration:** One (1) Year (365 calendar days)
- 2.6 DESIGN CRITERIA | SITE**

2.6a. The approved final design is to be based on providing a complete fully functional single stream recycling and Household Hazardous Waste facility that will meet the needs of the IRC-SWDD. The final approved design should consider the existing site conditions including existing drainage and traffic patterns and the needs of the IRC-SWDD.

2.6b The approved final design shall be complete in all respects as deemed by IRC-

DESIGN CRITERIA PACKAGE FOR RFP 2023008
Indian River County Household Hazardous Waste and Recycling Facility Design-Build
December 2022

SWDD.

- 2.6c The final approved design shall also provide for a recycle education classroom and furnishings including, but not limited to: metal shelving for storage, window blinds, tables, chairs, interactive displays, overhead projector and drop-down screen.

2.7 DESIGN CRITERIA | DESIRABLE IMPROVEMENTS – CONSTRUCTION ALTERNATES

- 2.7a In addition to providing the aforementioned HHW facility the design shall include covered parking using LED lighting with solar panels for power production as well as solar atop the HHW and Recycling Facility roof structure for power production for all internal and external LED lighting.
- 2.7b Incorporate two (2) Electric Vehicle (EV) recharge stations in the parking area.
- 2.7c Additional desired improvements, shall include a forty-foot by eighty-foot (40' x 80') community garden area bordered by a five-foot (5') green vinyl coated chain link fence with one twelve-foot equipment gate and two four-foot (4') man gates. (location TBD)
- 2.7d Furthermore, as the HHW building has a storm water collection system in the proximity of these improvements, it would also be desirable to utilize this system to provide irrigation to the landscaped and community garden areas.
- 2.7e Recycling Material Processing Equipment:
(1) ARPAC Pro Series LP Semi-Automatic Stretch Wrapper (or approved equal)
(1) Harris (IPS) – Model AT-864-75R, Auto-tie, open end, extrusion, high capacity, fully automated baler (or approved equal)
(1) Harris Model V5-HD-15 Vertical Baler (or) Marathon Model V-6030 Vertical Baler (or approved equal)

2.8 DESIGN CRITERIA | OWNER PROVIDED MATERIALS

- 2.8a IRC-SWDD shall provide to the selected DBT an AutoCAD drawing of the existing site. Please note that the level of accuracy of this drawing is unknown and shall be verified by the Team in advance of any work.
- 2.8b IRC-SWDD shall provide to the selected DBT copies of its standard details and outline specifications including, but not limited to construction plans prepared by KHA.
- 2.8c After agreement on the Single Guaranteed Maximum Price, all items and/or materials required to design and execute the final and approved design for this project, any items not indicated herein as provided by IRC-SWDD, shall be provided without additional cost by the DBT.

SECTION 3: EXHIBITS

- 3.1 The following exhibits are to be made part of this Package:
- 3.1a EXHIBIT A - IRC Household Hazardous Waste and Recycling Facility Construction Plans prepared by Kimley-Horn & Associates.