

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department & Development Services

REQUEST FOR PROPOSALS 20-032

CEI Services for Sebring Parkway Phase IIA & IIB

June 2020



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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
*Purchasing & Engineering
Departments*

REQUEST FOR PROPOSALS (“RFP”)

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

RFP NO. 20-032 CEI Services for Sebring Parkway Phase IIA & IIB

Interested FDOT Prequalified firms shall submit a proposal for providing professional construction engineering & inspection services (CEI) and assisting Highlands County staff on the Sebring Parkway Phase IIA & IIB projects. The projects consist of the reconstruction of an existing two-lane roadway to a four-lane divided urban collector road which approximately 1.52 miles in length. The project includes, but not limited to: milling, roadway reconstruction, signal installation, sidewalk, drainage, sod, erosion control, signage, striping, etc. The proposed project duration for both projects is 670 calendar days for substantial completion and 700 calendar days for completion.

The purpose of the RFP process is to identify the most qualified respondents to support the County in this project. Proposers must have a minimum prior 10 yr. experience in construction engineering & inspection services (CEI) for FDOT roadway projects and must be FDOT pre-qualified in Work Type 10.1 and with at least one individual that has completed Advanced Maintenance of Traffic Level Training.

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

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

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

Due to the Covid-19 CDC recommendations and Highlands County Emergency Declaration, proposals may be provided in one of two methods, either by mail **or** by electronic submittal. Electronic submittal may be uploaded into Vendor Registry.com with access through the County website at www.highlandsfl.gov. Vendors can register through the County’s website which

should provide free access for uploading a proposal on Vendor Registry. **Or** mail in a hard copy (and electronic copy) of their proposal to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870. Each mail in submittal shall include one (1) original proposal packet and one (1) exact electronic copy (CD or thumb drive) of the Proposal submission packet.

PROPOSALS MUST BE UPLOADED on Vendor Registry **or DELIVERED** to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 by no later **than 3:30 P.M., Monday, July 20, 2020**, at which time they will be opened. The public is invited to attend this meeting. Proposal mailed in must have envelopes sealed and marked with the Proposal number and name to identify the enclosed Proposal. Proposals received later than the date and time specified will be rejected. No emailed proposals will be accepted.

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

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

The Board's Local Preference Policy ("Local Preference Policy") and MBE/WBE Preference will **NOT** apply to the award of this RFP. MBE/WBE/DBE are encouraged to participate in this RFP. DBE reporting is required.

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

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

Board of County Commissioners, Highlands County, FL

www.highlandsfl.gov

SECTION I. GENERAL TERMS AND CONDITIONS

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

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

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

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

Section 287.087, Florida Statutes. Drug free workplace programs:

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 287.055(6) Prohibition Against Contingent Fees

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

For the violation of that provision above, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

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

D. Proposals are due and must be received in accordance with the instructions given in the announcement page.

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

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

1. **Workers' Compensation Insurance:** The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
2. **Commercial General Liability Insurance:** Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
3. **Commercial Automobile Liability Insurance:** The Contractor shall have and maintain automobile liability insurance with a limit of not less than \$3,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
4. **Professional Limited Liability Insurance:** The Contractor shall have and maintain professional liability insurance with a limit not less than \$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. Railroad protective Liability coverage where the railroad is named insured and with no less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000.
6. Special Requirements / Evidence of Insurance:
 - a. A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be

on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:

- (1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" and Florida Department of Transportation and South Central Florida Express, Inc. (Railroad) and the City of Sebring shall all be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability. Additional insured status for Completed Operations must be maintained through final acceptance of the work with FDOT, the South Central Florida Express, Inc., the City of Sebring and the County insurance must be maintained without time limitation or for a minimum of 5 years following completion of the project.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
- b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A-Excellent: FSC VII.
 - d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.

7. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

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

Contractor shall, in addition to any other obligation to indemnify the County and FDOT and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County and FDOT, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County or FDOT to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

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

- V. E-mailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- W. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
- X. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
- Y. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Z. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
- AA. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and may be further disqualified from bidding on any future requests for work, goods, or services for the County.
- BB. The selected firm shall be considered to be an independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the County.
- CC. All funds for payment by the County under the resulting contract are subject to the availability of appropriation for this purpose by the County. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this contract beyond the date of termination.
- DD. If, at any time during the contract term, the service performed, or work done by the Contractor is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Contractor 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 Contractor.

EE. By submitting a response, the Contractor 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.

FF. By submitting a response, the Contractor certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Offeror's most favored customer(s) for the same or substantially similar services. Any firm awarded under this RFP will be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The professional service contract will contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

- GG. Tie Breaker: In case of a tie in scoring, the award will be made as follows:
- a. The Consultant that has the highest number of higher scores shall be deemed ranked as the higher Consultant.
 - b. In the event a tie still exists the Consultant with the highest number of 1st and 2nd place scoring shall be the higher ranked Consultant.
 - c. Should a tie still remain the method used above will continue with each score level, 3rd, then 4th, then 5th highest score, will be counted until the tie is broken.

When the tie breaker is determined, the highest scoring Consultant shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

If an award or negotiation is unsuccessful with the highest scored Consultant, award or negotiations may commence with the next highest scoring Consultant.

HH. A determination of allowable costs in accordance with Federal Cost Principles will be performed for services rendered under any resulting contract from this solicitation.

II. Performance evaluations will be conducted on all contracted services.

JJ. Disadvantage Business Enterprise (DBE) utilization data & payment reporting and Bid Opportunity Reporting is required by the selected firms. DBE participation is encouraged. DBE participation is not required for contract award.

KK. Protest Procedure: All protest shall be conducted in accordance with the Highlands County Purchasing Manual (10-1-2017) Section 24.

-END OF SECTION-

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SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

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

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

-END OF SECTION-

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 20-032

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

- F. ASSIGNMENT OF CONTRACT: The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.
- G. COMPLAINTS: The contract will provide that complaints against the Contractor in connection with the Contractor's performance of services under this RFP shall be processed through the Highlands County Development Services Department ("Development Services Department") and shall be corrected within five (5) business days. Upon receipt of written notice of a complaint, the Contractor shall provide a written response to the Complaint and shall be provided to the Development Services Department Director within forty-eight (48) hours. The Contractor's failure to properly resolve complaints within five (5) business days may result in cancellation of the contract.
- H. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XV of this RFP. Requests must be submitted by the RFI Cut-Off date stated in Section XVI of this RFP. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- I. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- J. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.
- K. AFFIRMATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this RFP, including the County, other Bidders, or entities that have provided or are providing services or goods related to this RFP.
- L. This solicitation and the subsequent contract shall comply with the Highlands County Purchasing Manual (10-1-2017) including all solicitations, purchase orders, protest

procedures, and vendor evaluations.

M. IMMIGRATION AND NATIONALITY ACT. The Consultant must comply with Federal law Section 274A(e) of the Immigration and Nationality Act making employment of unauthorized aliens unlawful.

N. COMPLIANCE WITH INSPECTOR GENERAL. The Contractor agrees to comply with 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes as shown below.

(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015 each contract, bid, proposal and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

-END OF SECTION-

SECTION V GENERAL SPECIFICATIONS FOR RFP 20-032

- A. PURPOSE: The County is seeking Proposals from qualified firms interested in providing professional FDOT prequalified construction engineering & inspection (CEI) for the reconstruction of the Sebring Parkway Phase IIA & IIB. Services will include all related construction engineering & inspection (CEI) phase services.

The Sebring Parkway Phase IIA & IIB projects are located in Sebring, Florida 33870. Phase IIA starts at Youth Care Lane and extends down to Desoto Rd. Intersection improvements at Desoto Rd. are included with Phase IIA. Phase IIB starts at the southern portion of Desoto Rd. and extends to US 27.

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

- C. CONTRACT MANAGER: James D. Langford, Jr., P.E. ("Project Manager").

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

- G. CONTRACT AND CONTRACT TERM: A written contract shall be signed by the Proposer and the County prior to issuance of a Purchase Order. A sample contract is included in Section XVII of this RFP. The County reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract. The contract is for the term of the construction project.

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

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

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

- K. INVOICING / COMPENSATION:

1. Contractor shall submit invoices in the following manner:

- a. The Contractor will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in the contract. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work. A 10% retainage on the total of the work completed will be retained by the County until the final payment, or as otherwise provided in the

contract executed as part of this RFP.

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

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

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

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

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

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

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

- M. NO SUBSTITUTIONS: The Contractor shall not substitute any person for the person or persons identified in its response to Tab-B (4) of this RFP or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B (4) of this RFP or any County approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.

SECTION VI. SCOPE OF WORK AND QUALIFICATIONS

- A. **INTRODUCTION:** Highlands County is seeking professional construction engineering & inspection services (CEI) to reconstruct an existing two-lane roadway into a four-lane urban collector road. The firm ultimately awarded a contract will provide afore mentioned services as outlined in the Agreement. Proposers must have a minimum prior experience of 10 years with FDOT roadway projects, and also must be FDOT pre-qualified in work type 10.1 and have at least one individual that has completed the Advanced Maintenance of Traffic Level Training.
- B. **OBJECTIVES:** The objective of this project is to have one firm lead all aspects of construction engineering & inspection (CEI) to provide on-site inspection services during construction, as necessary, to observe the general progress and quality of the various aspects of the Contractor's work. Such visits and observations by the selected firm are not intended to be exhaustive, or to extend to every aspect of the work in progress. The consultant shall keep the County informed of the progress of such work and maintain that the Contractor is following the intent of the design plans.

TASKS:

- A. **Survey Control** - The Contractor will establish the specific survey requirements prior to construction.
- B. **Off-Site Inspection** – Inspection of off-site production and/or fabrication (outside of the right-of-way) will not be included.
- C. **Sampling and Testing**– Consultant shall perform sampling and testing of component materials and complete work in accordance with the design plans. Consultant shall provide daily surveillance and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance. Documentation reports on sampling and testing performed by the selected firm shall be submitted to the County on a weekly basis.

Contractor shall be responsible for any lab testing necessary as specified in the design plans.

- D. **Engineering Services** – Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. Consultant shall perform the following services:

- Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion and

Sediment Control Training and Certification Program for Inspectors and Contractors.” The CONSULTANT’s inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435, “Final NPDES General Permits for Stormwater Discharges from Construction Sites” and guidelines developed by FDOT.

- Produce daily reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

- Consultant shall maintain, on a daily basis, a complete and accurate record of all activities and events, including but not limited to, manpower, equipment, subcontractors, accidents, weather and other significant data, and events relating to the project and a record of all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications, and shall submit a copy monthly. Consultant shall immediately report apparent significant changes in quantity, time or cost as they are noted. Consultant shall maintain a daily Construction Diary which shall outline all activity on the project each day. All emergencies shall be reported immediately to the County, but in no case in excess of 24 hours.

- Consultant shall maintain a density log book which includes Contractor QC tests and CEI Verification Tests.

- Conduct and document field reviews of the maintenance of traffic operation after normal working hours, weekends, and holidays if maintenance of traffic represents a potential hazard to the public.

- Consultant shall record the progress of work by taking color photographs of pertinent construction activities. The extent and frequency of the photographs shall be determined by the Consultant unless specifically dictated otherwise by the County. Photographic documentation of noteworthy incidents or events shall be made including, but not limited to, the following:
 - Pre-Construction Photographs
 - Exceptional Progress of Work
 - Accidents Showing Damage
 - Unsafe Working Conditions
 - Unusual Construction Techniques
 - Damaged Equipment or Materials
 - Any Activities which may result in a claim

- Project photographs shall be furnished, as soon as available and upon request, to the County. Pertinent photographs will be maintained and available for viewing at the project office throughout the course of construction.

-END OF SECTION-

SECTION VII. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA

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

TAB-A

-----**(No points)**

1. Proposal Submittal Form (required, see Section VIII of this RFP)

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

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

TAB-B

1. Introduction of your Organization -----(No points)
 - a. Briefly identify and introduce your organization
 - b. Identify the exact name of your organization and provide the state of incorporation.

2. Relevant Experience -----(Maximum of 35 points)
 - a. Describe in detail your experience, understanding and approach to completing the Scope of Work described for this project.

 - b. Provide evidence of FDOT Prequalification in the work class 10.1 and at least one individual with Advanced Maintenance of Traffic training.
 - c. Identify current staff or firm experience that would make your firm the most qualified for this project.

3. Past performance of Firm and Staff -----(Maximum of 35 points)
 - a. Identify and provide a description of past performance of the Proposer for work similar to the Scope of Work of this RFP.
 - (1) Provide details relative to the Scope of Work of similar projects including; project descriptions, costs, starting and completion dates and initial estimate and final project cost.
 - b. Provide references to at least three (3) projects having similar Scope of Work managed by the person or persons identified in response to Tab-B 5 who will perform the services under the contract with the County pursuant to this RFP.
 - c. Provide capabilities of the Respondent staff who will provide technical services related to this project.

4. Project Team's Ability -----(Maximum of 20 points)

- a. Provide resumes of key project team members.
- b. Identify the Proposer's inspector and his/her job title.
 - (1) Include biographies, experience, and any other information regarding the Proposer's project manager's qualifications.
- c. The Contractor shall not substitute any person for the person or persons identified in this Section or any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in this Section or any County approved replacement ceases to provide services pursuant to the Contract made pursuant to this RFP.
- d. Provide a copy of the organizational chart of personnel that will work on this project.

5. Projected workload of Firm (Maximum 10 points)

- a. Provide a list of current contracts with planned start and end dates.
- b. Identify any staff currently working on current contracts that will work on this project.

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

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

NOTE: Following the selection of the consultants the contract fees will be negotiated in accordance with Section 287.055 Florida Statutes. In accordance with the Federal Brooks Act and Section 287.055, Florida Statutes, price will not be an evaluation criterion during the selection phase for professional services. Consultants are prohibited from including fees or rates in their submittal documents to this solicitation and in any oral presentation.

G. PRESENTATIONS (If Requested)

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

-END OF SECTION-

SECTION VIII PROPOSAL SUBMITTAL FORM

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSAL SUBMITTAL FORM**

RFP IDENTIFICATION: RFP 20-032 CEI Services for Sebring Parkway
Phase IIA & IIB

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS – PURCHASING AND
DEVELOPMENT SERVICES DEPARTMENTS

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name

Proposer's Address 1

Proposer's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

Duns number

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

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

Date	Number	Date	Number	Date	Number	Date	Number

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

Document	Check if included or circle one		
Completed Proposal Form (pages 27-28) plus tabbed Proposal pages	Required	YES	NO
Drug-Free Workplace Certification (page 58)	Required	YES	NO
Public Entity Crimes Sworn Statement (page 59-60)	Required	YES	NO
Discrimination Certification (page 61)	Required	YES	NO
Scrutinized Companies Certification (page 62)	Required	YES	NO
Acord Insurance Form (sample copy from Vendor)	Required	YES	NO
E Verify Certification (page 63)	Required	YES	NO
Truth in Negotiations Certification (required with the successful firm pg 64)	If Applicable	YES	NO

SUBMITTED ON: _____, 20_____.

SIGNATURE: _____ (seal)
 Proposer's Authorized Representative

PRINTED NAME: _____

TITLE: _____

SECTION IX. SAMPLE EVALUATION SCORE SHEET

CRITERIA FOR EVALUATION	Maximum Points	Score
B-1) Introduction of Organization	0	
B-2) Relevant Experience	35	
B-3) Past Performance	35	
B-4) Project Team Ability	20	
B-5) Project Work Load	10	
TOTAL		

SECTION X. SELECTION PROCESS AND CRITERIA

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

- A. Proposals will be reviewed by the Evaluation Committee, and the Proposers will be scored based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform the member’s own independent scoring. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet established scope and/or criteria.

- B. The proposals will be scored, and the Evaluation Committee may make a recommendation for award and ranking of the firms at this point. However, after review of the Proposals and scoring and at the discretion of the Evaluation Committee, the top three scoring Proposers may be asked to give short presentations/interviews as part of the selection and ranking process. The three companies shortlisted will be contacted and provided topics to present. Following the presentations, the Evaluation Committee will individually rank the firms. The

ranking will be tallied, and the committee will make a recommendation on the ranking of the firms. The presentations/interviews, if any, will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.

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

SECTION XI. AWARD

The County shall award to the responsive and most qualified Proposer. Should the County be unable to negotiate a satisfactory contract with the firm considered most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The County can undertake negotiations with the second most qualified firm. If failing to negotiate with the second most qualified firm, negotiations must be terminated and start negotiations with the third most qualified firm. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION

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

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

SECTION XIII. CONTINGENT FEES PROHIBITED

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

SECTION XIV. TENTATIVE SCHEDULE

DATE	TIME	EVENT
<u>June 17, 2020</u>		First Advertisement
<u>June 24, 2020</u>		Second Advertisement
<u>July 7, 2020</u>	5:00 P.M.	Deadline to submit questions (RFI's)
<u>July 9 2020</u>	5:00 P.M.	Deadline to release responses by County to RFI's
<u>July 20, 2020</u>	3:30 P.M.	Proposal due date
<u>July 27 2020</u>	9:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
<u>August 11, 2020</u>	9:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
<u>August 18, 2020</u>		Anticipated award date
<u>September 8, 2020</u>		Anticipated contract consideration by the Board

SECTION XV. RFP CONTACT INFORMATION

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

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

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

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on July 7, 2020, to the person identified in Section XV of this RFP. The County shall release responses to RFI by 5:00 P.M. EST on July 9, 2020.

-END OF SECTION-

SECTION XVII. SAMPLE CONTRACT

The County will negotiate a contract with the successful firm. A sample contract is provided.

HIGHLANDS COUNTY, FLORIDA

This Contract (“Contract”) made _____, 2020 by and between Highlands County, a political subdivision of the State of Florida (“County”) and _____ (“Consultant”) a _____ corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Contract, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The CONSULTANT’s responsibility under this Contract is to provide CEI services for the Sebring Parkway Phase IIA & IIB project as identified in the scope of work.

This Contract has been procured in compliance with Section 287.055, Florida Statutes. Provisions of this Contract may be amended and updated periodically as deemed appropriate by the parties without invalidating the effect or the nature of this Contract. The terms and conditions of RFP 20-032 are incorporated fully into this Contract and serve as part of this Contract.

The precedence of documents comprising the parties’ agreement shall be: 1) this Contract; 2) purchase order; 3) the RFP; 4) Consultant’s Proposal. Contractor agrees that all work performed by Contractor pursuant to this Contract shall conform to the standards of, and subject to the approval of the County’s Project Manager. Further, Contractor agrees not to publish or disseminate any materials developed pursuant to this Contract without prior written approval by the Project Manager.

ARTICLE 2. TERM AND TERMINATION. If this contract has not been terminated as provided in this Contract, this contract shall be for the term of the construction contract and for no more than 700 calendar days.

ARTICLE 3. CONTRACT PRICE.

The COUNTY shall pay the CONSULTANT for satisfactory performance, as provided in this Contract, subject to additions and deletions by amendments as otherwise provided in this Contract. Appendix A contains suggested means of arriving at a schedule of fees based on the type(s) of work to be performed by the CONSULTANT.

The COUNTY shall pay the CONSULTANT for satisfactory performance, as provided in this Contract, subject to amendments as otherwise provided in this Contract.

Services of the CONSULTANT shall be under the general direction of designated individuals, who shall act as the COUNTY’s representatives during the performance of this Contract. The CONSULTANT shall, upon request, submit to the COUNTY brief written reports concerning the status of active projects.

This Contract shall include the following documents, which are attached to and hereby made a part of this Contract:

- Exhibit A: Method of Payment for Services and Expenses of Consultant
- Exhibit B: Compensation Schedule
- Exhibit C: Federal Contract Provisions

ARTICLE 4. PAYMENT PROCEDURES. The CONSULTANT will bill the COUNTY at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis.

“Out-of-Pocket” expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the COUNTY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Contract. Invoices must reference the Purchase Order number. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent CONSULTANT and not an employee, agent, or servant of COUNTY or FLORIDA DEPRMENT OF TRANSPORTATION (FDOT). All persons engaged in any of the work or Services performed by or for CONSULTANT pursuant to this Contract shall at all times, and in all places, be subject to CONSULTANT’S direction, supervision, and control as an employee of CONSULTANT. CONSULTANT shall exercise control over the means and manner in which its employees perform the work, and in all respects CONSULTANT’S relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Services performed by Consultant pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Consultant toward any third party.

ARTICLE 6. KEY PERSONNEL ASSIGNMENT. The CONSULTANT and the COUNTY agree to assign the following key personnel required to perform the services necessary under this Contract:

Contact Person for the CONSULTANT -

Contact Person for the COUNTY - County Administrator or designee
 600 South Commerce Avenue
 Sebring, FL 33870

Phone: (863) 402-6500

Fax: (863) 402-6835

ARTICLE 7. CONSULTANT PERSONNEL. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY or FDOT.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the CONSULTANT's key personnel as may be listed herein must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

ARTICLE 8. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Contract. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 9. INDEMNIFICATION. CONSULTANT shall, in addition to any other obligation to indemnify the County and FDOT and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers and FDOT, its officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers or FDOT, its officials and employees. Any cost or expenses, including attorneys' fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Consultant. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers and FDOT, its officials and employees by any employee of the Consultant. The Consultant's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Consultant's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall

survive indefinitely.

To the fullest extent permitted by law, the County's Consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the consultant in the performance of this contract.

ARTICLE 10. INSURANCE.

10.1 Required Insurance. Contractor shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$3,000,000 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.

(d) *Professional Limited Liability Insurance:* The Contractor shall have and maintain professional liability insurance including errors and omissions 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 contract.

(e) Railroad protective Liability coverage where the railroad is named insured and with no less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000.

10.2 **Additional Requirements.**

(a) Certificates of Insurance 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 County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation.

(b) CONSULTANT is responsible for ensuring that all subcontractors comply with all insurance requirements.

(c) Contractor shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(d) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to said expiration date.

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

(f) All insurance 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. Certificate of Insurance shall confirm in writing that these provisions apply.

(g) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

(h) The insurance requirements of this Article are subject to change by the COUNTY.

10.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

ARTICLE 11. QUALIFICATIONS AND STANDARDS. the CONSULTANT agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional standards.

ARTICLE 12. PATENT/COPYRIGHT INDEMNIFICATION. Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Contractor agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Contract and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 13. LAWS AND REGULATIONS. Contractor shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Contract. Contractor shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Contract.

ARTICLE 14. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Contractor shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Contractor's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Contractor resulting from Contractor's failure to obtain and maintain required licenses and certifications shall be borne by Contractor. All fees, permits, certifications and licenses are the responsibility of the Contractor and are included in the Contract price.

ARTICLE 15. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Contractor. Except provided in Article 24 of this Contract, no provision in this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of County or Contractor.

ARTICLE 16. TRUTH-IN-NEGOTIATION CERTIFICATE. The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of this Contract.

Those rates and costs shall be adjusted to exclude any significant sums if the COUNTY determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 17. GOVERNING LAW AND VENUE. This Contract and all matters relating to

the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida, and CONSULTANT agrees to accept service of process and submit to jurisdiction of the court or other administrative or quasi-judicial body overseeing that action.

ARTICLE 18. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

ARTICLE 19. SUBCONTRACTING. For any specific project, the CONSULTANT reserves the right to select necessary subcontractors.

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination of the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and replacement of the subcontractor is necessary to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 20. PROJECT MANAGER. The County designation of the County’s Project Manager (“Project Manager”) shall be James D. Langford_. The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the County and is the County’s primary contact person for Services performed pursuant to this Contract.

The Consultant’s primary contact person for Services performed pursuant to this Contract shall be:_____. The Consultant shall provide County with immediate notice if the Consultant replaces the Consultant’s primary contact person.

ARTICLE 21. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County: Highlands County Board of County Commissioners

Attn: County Administrator
600 South Commerce Ave.
Sebring, Florida 33870
cc: Purchasing Manager

with a copy to: Joy Carmichael
Highlands County Attorney's Office
600 South Commerce Ave
Sebring, Florida 33870

To Consultant:

ARTICLE 22. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 23. BANKRUPTCY. County reserves the right to terminate this Contract, if, during the term of the Contract, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 24. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

ARTICLE 25. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Contract shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Contract. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 26. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of Services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this

Contract.

ARTICLE 27. DISPUTE RESOLUTION. The parties will use the following procedure to address any dispute arising under this Contract.

27.1 Negotiation.

(a) *Notice of claims or disputes.* All claims or disputes (hereinafter generally referred to as “contract claim(s)”) by Consultant against the County relating to this Agreement, except bid protests, including, without limitation, breach of contract, mistake, misrepresentation, or other such claims or disputes shall be submitted in writing to the County’s purchasing manager for initial informal review and determination.

(b) *Requested information.* During the initial review stage provided for in subsection (1) above, Consultant shall supply any additional information requested by the County’s purchasing manager within the time period set forth in the request. Failure of Consultant to comply may result in resolution of the claim without consideration of any information which is untimely-filed pursuant to such request.

(c) *Authority of the purchasing manager to resolve formal contract claims.* The purchasing manager is authorized to resolve any claim arising out of the performance of this Agreement at any time during the contract claim process. Where otherwise required, such resolution shall be conditioned on the approval of the County Administrator or the Highlands County Board of County Commissioners.

(d) *Notice to Contractor of the purchasing manager’s decision.* The written decision of the purchasing manager pertaining to Contractor’s formal contract claim shall be sent to the Contractor by hand delivery or certified mail, return receipt requested, or by such other means as agreed by the parties, at the notice address listed on the contract claim.

(e) *Adverse decision.* If an adverse decision on the Contractor’s formal contract claim has been rendered by the County’s purchasing manager, the notice of decision shall inform the Contractor of the right to request mediation.

(f) *Finality of purchasing manager’s decision.* The purchasing manager’s decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, Contractor files a written request for mediation.

27.2 Mediation. The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between them prior to and as a prerequisite of a party filing a legal proceeding unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the required mediation is concluded. In the event of a controversy, the parties agree to schedule mediation to occur within

forty-five (45) days of a party forwarding written notice to the other party of a controversy. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Tenth Judicial Circuit in and for Highlands County, Florida. Each party will bear its own costs of mediation, but the parties will equally share the cost of the mediator.

- 27.3 **Litigation, Venue, and Jurisdiction.** If a contract claim remains unresolved for sixty (60) days after receipt of the Notice of Mediation, the County may terminate this Contract in accordance with Article 26.1 or either party may then submit the contract claim to a court of competent jurisdiction in in Highlands County, State of Florida. Each party irrevocably agrees to submit to the exclusive jurisdiction of the court over any claim or matter arising under or in connection with this Contract. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Contract shall lie exclusively in a state court of appropriate jurisdiction in Highlands County, Florida. The use of these dispute resolution procedures shall not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party.

ARTICLE 28. FAILURE TO PERFORM. Consultant shall be prepared to start providing Services within fourteen days (14) days after execution of the Notice to Proceed.. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Contract. Should the Consultant be unable to supply Services within a reasonable time or refuse to supply Services, the County may use the services provided by another contractor.

ARTICLE 29. TERMINATION.

- 29.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Contract. In such case, Consultant shall be paid for completed Services rendered by Contractor in accordance with the Contract prior to the effective date of termination where such Services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 29.2 Except as specified above, this Contract may only be terminated by either party for cause based upon a breach of this Contract. In the event of termination, the County shall only be responsible for payment to Consultant based upon Services satisfactorily completed up to the date of termination.

ARTICLE 30. CONFLICT OF INTEREST. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would

conflict in any manner with the performance of services required hereunder, consistent with the intent and declaration of policy stated in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such interest or any interest in conflict with, adverse or prohibited from conducting business with the COUNTY shall be employed or receive a contract from CONSULTANT or otherwise engaged by CONSULTANT in performance of this Contract.

The CONSULTANT shall promptly notify the COUNTY in writing of potential conflicts of interest for any prospective business associations, interest or other circumstances which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided under a specific Consultant Services Agreement. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification from the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification, and it shall be deemed not to be a conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 31. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this contract requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Contractor shall comply with all new state and federal EEO regulations.

ARTICLE 32. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 33. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Contract, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 34. MISCELLANEOUS PROVISIONS.

- 34.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Contract shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 34.2 If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 34.3 Consultant certifies by signing this Contract that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the County.
- 34.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the Services.
- 34.5 Consultant shall report the status of performance of the Services to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Services open to the inspection of County and its authorized agents at any time.

ARTICLE 35. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Definitions. As used in this Article.

- a) *Employee assigned to this Contract* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee 1) Normally performs support work, such as indirect or overhead functions; and 2) Does not perform any substantial duties applicable to the Contract.
- b) *Subcontract/Subconsultant* means any contract entered into by a subcontractor/subconsultant to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It

includes but is not limited to purchase orders, and changes and modifications to purchase orders.

- c) *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.
- d) *United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

35.2 **Enrollment and verification requirements.**

- a) Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of all new employees.
 - 1) *Enrolled thirty (30) calendar days or more.* Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
 - 2) *Enrolled less than thirty (30) calendar days.* Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
- b) *Employees assigned to this Contract.* For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.
- c) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

35.3 **Website.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

35.4 **Individuals previously verified.** Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.

35.5 **Subcontracts.** Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (33.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

ARTICLE 36. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the CONSULTANT to perform its services under this Contract, the COUNTY shall:

1. Provide full information regarding requirements for the project, including a program which shall set forth the COUNTY's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
2. Designate a representative authorized to act on the COUNTY's behalf with respect to the project. The COUNTY or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services.
3. Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the CONSULTANT in developing proper scopes of service and fulfilling project or task objectives.
4. Assist in gaining access to and make all provisions for access required for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Contract.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT and render decisions and comments regarding them within a reasonable time so as not to delay the services of the CONSULTANT.
6. Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 37. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 37.1 Keep and maintain public records required by the County to perform the services.
- 37.2 Upon request of 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 the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 37.3 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 term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.

- 37.4 Upon competition of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor 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.

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

Gloria Rybinski, County Public Information Officer

Telephone Number: 863-402-6836, E-mail Address: records@highlandsfl.gov

Mailing Address: 600 South Commerce Avenue, Sebring, FL 33870

ARTICLE 38. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, if requested by COUNTY: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on the portion of the work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties

ARTICLE 39. CONTINGENT FEES. The CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely

for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 40. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The CONSULTANT hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The CONSULTANT further acknowledges the possible necessity for amending this Contract in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the COUNTY.

The CONSULTANT shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for CONSULTANT pursuant to this Contract.

The CONSULTANT hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed. The CONSULTANT further agrees to prepare and maintain reports of compliance with those provisions and to provide those reports to the COUNTY upon request.

Damages, penalties, and fines imposed on CONSULTANT or COUNTY resulting from CONSULTANT's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by CONSULTANT.

ARTICLE 41. AUTHORITY TO PRACTICE. The CONSULTANT hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Contract a current certificate of registration required under Florida Statutes.

ARTICLE 42. CONSTRUCTION COST AND ESTIMATES. The Construction Cost shall be the total cost or estimated cost to the COUNTY of all elements of the project(s) designed or specified by the CONSULTANT including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the COUNTY and equipment designed, specified, selected or specially provided for by the CONSULTANT, including a reasonable allowance of the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the COUNTY's individual project budget(s) preliminary estimates of Construction Cost, and detailed estimates of Construction Cost, if any, prepared by the CONSULTANT, represent the CONSULTANT's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the COUNTY's project or task budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the CONSULTANT.

No fixed limit of Construction Cost shall be established as a condition of this Contract by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

ARTICLE 43. SUCCESSORS AND ASSIGNS. The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the COUNTY nor the CONSULTANT shall assign, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 44. REMEDIES. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Highlands County, Florida, and the Contract will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Contract. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 45. EXCUSABLE DELAYS. The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The CONSULTANT shall be responsible for the timely completion of subcontractors' work.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was due to causes reasonably beyond the CONSULTANT's control and without its fault or negligence, the

Contract Schedule and/or other affected provisions of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 46. ARREARS. The CONSULTANT shall not pledge the COUNTY's credit or make the COUNTY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 47. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The CONSULTANT shall deliver to the COUNTY, if requested, reproducible and computer files of all final documents and materials prepared by and for the COUNTY under this Contract, including, but not limited to Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order, notwithstanding that the CONSULTANT will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Contract or at the COUNTY's expense shall be and remain its property and may be reproduced and reused at the direction of the COUNTY.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the CONSULTANT shall not be construed as publication in derogation of any right therein reserved by the CONSULTANT.

If, however, the COUNTY uses for any other purpose the CONSULTANT's documents, drawings, and specifications, or reuses them without written verification or adaptation by the CONSULTANT for the specific purpose intended, it will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT or to the CONSULTANT's independent professional associates or consultants. Any such verification or adaptation will entitle the CONSULTANT to further compensation at rates to be agreed upon by the COUNTY and the CONSULTANT.

Unless otherwise provided in the CONTRACT, the CONSULTANT shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the CONSULTANT's promotional and professional material. The CONSULTANT's materials shall not include the COUNTY's confidential or proprietary information if the COUNTY advises the CONSULTANT of the specific information considered to be confidential or proprietary.

ARTICLE 48. INDEPENDENT CONTRACTOR RELATIONSHIP. The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract an independent contractor, and not an employee, agent or servant of the COUNTY or FDOT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and

control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Contract or amendment thereto.

ARTICLE 49. CONTINGENT FEES. The CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 50. ACCESS AND AUDITS. The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Contract for at least five (5) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice.

ARTICLE 51. NONDISCRIMINATION. The CONSULTANT represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.

The CONSULTANT and all subcontractors shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other remedies that the COUNTY deems appropriate

ARTICLE 52. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Contract, shall survive the termination of this Contract.

ARTICLE 53. ENTIRETY OF CONTRACTUAL AGREEMENT. The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 54. SEVERABILITY. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 55. IMMIGRATION AND NATIONALITY ACT. The Consultant must comply with Federal law Section 274A(e) of the Immigration and Nationality Act making employment of unauthorized aliens unlawful.

ARTICLE 56. COMPLIANCE WITH INSPECTOR GENERAL. The Contractor agrees to comply with 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes as shown below.

(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015 each contract, bid, proposal and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

**HIGHLANDS COUNTY, a political subdivision
of the State of Florida**

By: _____
Name: William R. Handley
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Robert W. Germaine
Title: Clerk of Courts
Date: _____

By: _____
Name: _____
Title: Vice-President
Date: _____

ATTEST:

By: _____
Name: _____
Title: Secretary/Treasurer
Date: _____

EXHIBIT A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
CEI SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

The COUNTY and the CONSULTANT agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Contract. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the COUNTY and the CONSULTANT. Other mutually agreeable methods for determining compensation may be used as required.

- A. **FIXED FEE.** This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on CONSULTANT's estimate of proportion of Contract tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

- B. **SPECIAL CONSULTANTS.** For services and reimbursable expenses of special subconsultants employed by the CONSULTANT, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the CONSULTANT times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Construction Cost: The Construction Cost of an individual project shall be as defined in Article 31 of this Contract. Should alternate designs be requested by the COUNTY and prepared by the CONSULTANT, the manner of compensation shall be agreed upon prior to the CONSULTANT beginning its design work. When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed:

For completed construction: The total cost of all work performed as designed or specified by the CONSULTANT.

For all or any of work not constructed: The lowest bona fide bid received from a qualified bidder for such work, or if the work is not bid, the lowest bona fide negotiated proposal for such work. The costs of additive or deductive work items are considered to be part of the cumulative construction costs, regardless of whether they are awarded for construction. Compensation shall be reduced by 25% to reflect the value of services which were to have been provided during the construction phase.

For work for which no such bid or proposal is received: The CONSULTANT's most recent opinion of probable project cost. Compensation shall be reduced by 25% to reflect the value of services which were to have been provided during the construction phase.

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The CONSULTANT agrees that salary ranges charged to the COUNTY pursuant to this Contract shall be within the Schedule attached hereto as Appendix "B". If authorized by the COUNTY, overtime work requiring higher than regular rates shall be allowed. The CONSULTANT agrees not to bill beyond the range established for the job function being accomplished.

EXHIBIT B

FEE SCHEDULE

Classification/Grade Level	Function	Hourly Rate

EXHIBIT C
Federal Contract Provisions

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

During the performance of the contract, CONTRACTOR (CONSULTANT) 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. 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.

C. 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).

D. 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.

E. 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.

F. 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 and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises 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, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; 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.

G. ENERGY EFFICIENCY AND CONSERVATION

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 (42 U.S.C. § 6201).

H. 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.

SECTION XVIII. COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
RFP 20-032**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is

_____ and

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

2. CERTIFICATION

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

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

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

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

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

RFP 20-032

**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: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS
WITH PUBLIC ENTITIES
RFP 20-032**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

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

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

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

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

RFP-20-032

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

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

Print Name: _____

STATE OF _____

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

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

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
RFP 20-032**

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

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

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

TRUTH IN NEGOTIATION CERTIFICATION

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

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

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

Name of Consultant

By: _____

Date