



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Amanda Valentine, Purchasing Analyst

(863) 402-6526, Direct Line

AValentine@HighlandsFL.Gov, E-mail

REQUEST FOR PROPOSAL

RFP No: 22-020-AV Call to Artists for 100-Year Commemorative Mural

- | | | |
|----------|--|---|
| x | Pre-Solicitation Meeting: | None Scheduled for this solicitation |
| | Location: | N/A |
| ✓ | Request for Information Deadline: | Friday, August 12, 2022, prior to 5:00 PM |
| ✓ | Submission Deadline: | Thursday, August 25, 2022, prior to 3:30PM |

Advertised Date: Saturday, July 23, 2022 & Saturday, July 30, 2022



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS (RFP) INVITATION

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

RFP NO. 22-020-AV Call to Artists for 100-Year Commemorative Mural

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

Determination of Proposer's qualifications will be based on 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.

A PRE-PROPOSAL meeting will NOT be held for this solicitation.

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

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Thursday, August 25, 2022**, at which time they will be opened. Responses may be submitted by one of the following methods:

Electronic submission to the County website, www.highlandsfl.gov linking to VendorRegistry.com in one all-inclusive adobe file. **File name is to be in the following format: 22-020-Proposer Name**
OR

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

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

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

Highlands County encourages Small business, Minority Business Enterprises and Women Business Enterprises to participate in this solicitation. Highlands County Local Preference Policy will apply to the award of this solicitation.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes should contact ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners
Purchasing Department
Highlands County, Florida

Website: www.highlandsfl.gov

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SECTION 1 GENERAL TERMS AND CONDITIONS (Non-CCNA)

1. DEFINITIONS: For purposes of this Request for Proposal (RFP), the following terms are defined as follows:
 - 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
 - 1.2. **Proposer** means the individual, firm, partnership, corporation, association, or other legal entity submitting a proposal in response to this RFP that meets the requirements set forth in the solicitation documents. May also be referred to as "Contractor" Or "Respondent."
 - 1.3. **Contract/Agreement** An understanding between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance in accordance with the conditions of the agreement. Agreement and Contract are used synonymously.

2. RESERVATION OF RIGHTS:

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

 - 2.1. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Request for Proposals (RFP).
 - 2.2. To issue additional subsequent RFPs.
 - 2.3. To reject all incomplete / non-responsive responses, or responses with errors.
 - 2.4. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this document, the right to seek clarification and/or additional information from any submitting Proposer.
 - 2.5. The County also reserves the right to refine the scope of work. This refinement is not to include any new services not advertised but to allow more specifically the define work integral to that in the advertised scope.
 - 2.6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
 - 2.7. Make available to Proposer any data available in the County's files pertaining to the work to be performed under this RFP.
 - 2.8. Decide and dispose of all claims, questions, and disputes arising under this RFP, contracts, or amendments.
 - 2.9. Have the right to audit the records of the Proposers that enter into contracts pursuant to this RFP at any time during the contract period and for a period of five years after final payment is made by the County pursuant to any Contract.
 - 2.10. The County, the State and Federal auditors, as applicable, must be reserved the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP upon request.
 - 2.11. Pay fees and other compensation computed in accordance with a fee schedule to be incorporated in contracts.

3. PUBLIC RECORD:
 - 3.1. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

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

4. DOCUMENTS OR PHOTOGRAPHS:
 - 4.1. All Proposals shall become the property of the County.
 - 4.2. The Proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission from the County, except as allowed by law.
 - 4.3. All reports or documents resulting from the ensuing contract will remain the sole property of the County.
 - 4.4. Agree that all data, reports, specifications, ordinances, and other work products collected or developed by the Respondent will become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County.

- 4.5. Except as otherwise required by law, Respondents shall provide copies of any records related to contract solely at the cost of reproduction.
5. COMPLIANCE(S): By submission of a proposal the proposer acknowledges and certifies compliance with the items stated herein.

Compliance with Florida Statutes Sections 287.087, on Drug Free Workplace, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required. The Proposer certifies by submittal of a Proposal to agree to these requirements.

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

- 5.1. **Truth-in-Negotiation:** Section 287.055(5)(a) Truth-in-Negotiation
The firm 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.
- 5.2. **Contingent Fees:** Section 287.055(6) Prohibition Against Contingent Fees
(6)(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 breach or 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.

(6)(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.
- 5.3. **E-Verify Program:** Each response must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Respondent shall verify the employment eligibility of all employees including new employees hired by the Respondent during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.

- 5.4. **Indemnification Clause:** The following “Statement of Indemnification” will be incorporated in the contract entered into in connection with this RFP.
“The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney’s fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.”
- 5.5. **Sales and Use Tax:** The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
- 5.6. **Board policy prohibits** any County employee or members of an employee’s family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00.
6. **COUNTY EMPLOYEES / CONFLICT OF INTEREST:** All Proposers must disclose the name of any officer, director or agent who is also an employee of the HCBC, or any of the public entities which will receive services related to this solicitation. All Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer’s business or any of its branches.
7. **PROPOSER/RESPONDENT:**
- 7.1. Respondents must be an individual, firm, partnership, corporation, association or other legal entity permitted by law to perform the described task(s) in the State of Florida.
- 7.2. Successful Respondents shall not be allowed to substitute partnership or team members named in its response without the prior written permission of the County.
- 7.3. The successful Respondents shall submit proof of Florida licenses and/or certifications as required by the County and State.
- 7.4. Qualified vendors who will not be responding to this RFP are requested to notify the County and indicate why they are not proposing.
- 7.5. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability, on the part of the Proposer, to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its proposal and to perform completely in accordance with its proposal. It shall be the Proposer’s responsibility to educate themselves of the applicable laws, rules and regulations.
- 7.6. 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/proposing on any future requests for work, goods, or services for the County.

- 7.7. 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.
- 7.8. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
- 7.8. **Litigation, Suspension or Debarment:** Disclose any litigation within the last 5 years any suspension or debarment of the Bidder/Proposer or their agent, person, or entity is required for County review. Non-disclosure of litigation, suspension or debarment may be considered in the award of the contract.
- 7.9. **Anti-Lobbing:** Proposers, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section XV of this RFP for additional information and clarification.

8. PREPARATION OF PROPOSAL:

- 8.1. Proposals are due and must be received in accordance with the instructions given in the invitation page and any subsequent Addenda, if applicable.
- 8.2. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
- 8.3. The Proposer is solely responsible for all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.
- 8.4. Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- 8.5. E-mailed and faxed Proposals will not be accepted.
- 8.6. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- 8.7. Proposer is to ensure that all licenses, certifications and other requested documentation is included with their submission. Such as, but not limited to, Minority Owned and Women Owned business (W/MBE) certificate, professional license or certification(s.)
- 8.8. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
- 8.9. If submitting a Proposal for more than one Request for Proposal (RFP), each Proposal must be in a separate sealed envelope and correctly marked. Only one Proposal per RFP or "category", as applicable, shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- 8.10. Proposers shall not include any information on fees and costs associated with their services. In accordance with Section 287.055 Florida Statutes the selection of firms/individuals will not be based on cost.

9. REQUEST FOR INFORMATION (RFI)/ADDENDA:
 - 9.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the RFI Cut-off time and date listed on the cover page.
 - 9.2. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department.
 - 9.2.1. Official documents are posted and available for download on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. Information obtained from other locations may not be complete and/or accurate.
 - 9.2.2. Any oral or other type of communication concerning this RFP shall not be binding.
 - 9.3. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
 - 9.4. It is the sole responsibility of the Proposer to check the website for Addendums.
 - 9.5. Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.
 - 9.6. In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this RFP document with Addendums.
10. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: No exceptions to the scope of work will be authorized.
11. JOINT PROPOSALS:
 - 11.1. In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.
12. RESPONSES RECEIVED LATE
 - 12.1. It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Purchasing Division prior to or on the time and date stated.
 - 12.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
 - 12.3. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
13. SELECTION PROCEDURE:
 - 13.1. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.

- 13.2. Award will be made to the Proposer 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 Proposer.
14. TIE BREAKER: In case of a tie in scoring, the award will be made as follows:
 - 14.1. **Step 1:** The Proposer that has the highest number of number 1 rankings or the highest number of individual score shall be deemed ranked as the higher Proposer.
 - 14.2. **Step 2:** Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings or the highest number of 2nd place individual score shall be the higher ranked Proposer.
 - 14.3. **Step 3:** Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.
 - 14.4. **Step 4:** After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
 - 14.5. When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
 - 14.6. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked or scoring Proposer.
15. CONTRACT NEGOTIATIONS AND EXECUTION:
 - 15.1. Negotiation of contracts with Respondents will follow the order of ranking by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes. The Evaluation Committee may require selected Respondents to submit technical or other additional information related to its response during contract negotiations.
 - 15.2. The County reserves the right to award contracts to one or more proposers if it is deemed in the best interest of the County.
 - 15.3. Procurement and contracting of all Professional Services shall conform to all policies of the Highlands County Board of County Commissioners, County ordinances, codes, and technical standards and State and Federal law and regulations including, but not limited to, 24 CFR, Part 85, and Section 287.055, Florida Statutes as applicable. Those contracts will include provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the Highlands County Board of County Commissioners.
 - 15.4. After negotiations, contracts will be submitted to the County Administrator and Board Attorney for review prior to submittal to the Board. All reviewed contracts will be placed on a Board of County Commissioners' Agenda for its consideration.
 - 15.5. The successful Respondent shall enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFP and the finalized contract and any resulting purchase order entered into pursuant to this RFP.

16. ISSUANCE OF WORK AND LIMITATIONS:

16.1. **Authorization Of Work:**

16.1.1. Allowable Costs: A determination of allowable costs will be performed for services rendered under any resulting contract from this solicitation.

17. CONTRACT REQUIREMENTS:

Respondents contracting with the county shall:

17.1. **License/Certification:** Perform all professional services to current professional standards of the applicable discipline.

17.2. **Personnel:**

17.2.1. Maintain an adequate staff of qualified personnel.

17.2.2. Not subcontract, assign or transfer any work under any continuing contract, CSA or TOA with the County without the written approval of the County.

17.3. **Standard of Work:**

17.3.1. Ensure that all work meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.

17.3.2. If, at any time during the contract term, the service performed, or work done by the Consultant is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Consultant 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 Consultant.

17.4. **Coordination of Work:**

17.4.1. Cooperate fully with the County in the scheduling and coordination of all phases of the work.

17.4.2. Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the County and its authorized agents at any time.

17.5. **Change in Scope:**

17.5.1. Perform any additional work required for a particular change order approved by the County.

17.5.2. Have approval from the County in writing prior to commencement of any change order.

17.6. **Complaints:**

17.6.1. The contract will provide that complaints against the Firm will be processed through the Purchasing Division and are to be corrected within five (5) business days.

17.6.2. Written response to the Purchasing Manager is required.

17.6.3. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract.

17.6.4. Repeat complaints against the Firm may result in termination of contract.

17.7. **Assignment of Contract:** The selected Proposer shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given by the County. All matters dealing with these actions must be conducted in written format.

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

18. TERMINATION

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

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SECTION 2 INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Occurrence Form Required: The Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
2. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** The Consultant shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
3. **WORKERS' COMPENSATION INSURANCE:** The Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
4. **PROFESSIONAL LIMITED LIABILITY INSURANCE:** The Consultant shall have and maintain professional liability insurance with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.
5. **SPECIAL REQUIREMENTS / EVIDENCE OF INSURANCE:**
 - 5.1. A copy of the Proposer's current certificate of insurance **MUST** be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - 5.1.1. "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - 5.1.2. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
 - In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to

- said expiration date.
- Such notification will be in writing by registered mail, return receipt requested, and addressed to the Highlands County Board of County Commissioners, Attn: Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.
- 5.1.3. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.
- 5.2. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- 5.3. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII.
- 5.4. The Consultant 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 Consultant to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- 5.5. Renewal:
- 5.5.1. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
 - 5.5.2. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

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SECTION 3. SPECIAL CONDITIONS

1. Basis of Award

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

2. Term

The County's agreement(s) with the selected firm(s) will be for design and creation services of the Call to Artists for 100-year Mural. Work shall commence upon receipt of the executed agreement and Purchase Order. The term for completion will be negotiated with the awarded Artist based on the complexity of the design and shall be in effect until project completion. The term will be defined in the agreement.

3. Qualifications

Open to professional visual artists or artist-led teams age 18 and over who reside in Florida. Artists or artist teams must demonstrate the professional capacity to oversee the design and installation of a large-scale mural. Studio artists interested in pursuing public art projects are also encouraged to apply. Artists who have not previously worked in public art are invited to utilize their written responses to outline their knowledge of and interest in public art.

4. Ownership of documents /intellectual property rights

Artist will retain the ownership of design ideas submitted for consideration until a selection has been made and a contract signed between the artist and the County. At that time, 100% of the ownership of the artwork produced, in whatever stage of completion, shall become the property of the County as a work made for hire as defined by the copyright laws of the United States. The County shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of artist's services hereunder. In addition, artist will represent being the sole author of the work and that all services are original by artist and not copied in whole or in part from any other work.

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SECTION 4. SCOPE OF WORK

1. Introduction/Background:

1.1. Highlands County Board of County Commissioners (“County”) requests proposals from professional artists or professional artist teams to create a mural commemorating the County’s centennial milestone. The centennial logo will be used as a focal point of the mural, along with images that represent the County’s important industries and each of the County’s municipalities.

2. Purpose:

2.1. The mural will be inside the Highlands County Government Center, 600 S. Commerce Avenue, in Sebring. (See Exhibit A) The Government Center houses the following offices: Highlands County Board of County Commissioners Administration; Highlands County Clerk of Courts; Highlands County Supervisor of Elections; Highlands County Tax Collector; Highlands County Property Appraiser. The site location is highly visible and serves a population of over 101,000 residents. The mural will be located on the wall above the exit door from the Highlands County Tax Collector’s Office/on the wall of the second-floor balcony in the lobby area.

3. Project Scope and Guidelines:

3.1. The mural dimensions shall be either:

3.1.1. 4 feet by 5 feet (See Exhibit 1)

3.1.2. 8 feet by 8 feet OR 10 Feet by 10 feet (See Exhibit 2)

3.1.3. The artist must determine which location is best suited for a sizeable commemorative mural
Based on the locations listed above

3.2. Instead of painting the mural directly on the wall, the mural should be painted on a separate substrate. This type of mural is called a free-standing mural, where the artist will have the opportunity to create the art on a preferable material, and the mural can be hung and relocated as needed.

3.3. The artist must incorporate the following in the mural:

3.3.1. Highlands County centennial logo (See Exhibit 3)

3.3.2. Dates (1921 to 2021)

3.3.3. An outline or shape of the Highlands County boundary

3.3.4. A representation from each of the County’s municipalities (Avon Park, Sebring, Lake Placid)

3.4. The artist is encouraged to draw inspiration from the following for the mural design:

3.4.1. Highlands County courthouse

3.4.2. Citrus industry

3.4.3. Agricultural industry (i.e., cattle, caladiums)

3.4.4. Lakes

3.4.5. If persons are depicted, please reflect all races

3.4.6. Avon Park Bombing Range

3.4.7. Edna Pearce Lockett Estate

3.4.8. 12 Hours of Sebring

4. BUDGET: The commissioning budget is to not exceed \$5,000 and is all-inclusive, including: design, artist fee, materials, installation, travel, and insurance. Proposals that exceed the commission budget will be considered non-responsive and non-qualified. Artist teams must split the allotted budget if awarded.
5. CHANGE ORDER(S): The awarded proposer shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Firm.
6. PRICING: Each Proposer shall include pricing with its Proposal on the Proposal Submittal Form.
 - 6.1. The pricing is to be presented as one flat all-inclusive fee for the anticipated scope of work, including but not limited to, travel, miscellaneous expenses, etc.
 - 6.2. Mileage and travel expense, to and from Highlands County, is to be considered a cost of doing business included in the flat fee.
 - 6.3. The Firm shall obtain approval from the County, in writing, prior to making any expenditures not included in the flat fee. Reimbursement will be at cost with no mark-up.
7. INVOICING / COMPENSATION:
 - 7.1. Firm shall submit invoices, in sufficient detail to ensure compliance with the contract, to the Contract Manager who will determine if the services and/or deliverables rendered are satisfactory. The draws frequency will be negotiated and included in the contract.
 - 7.2. Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes, and the Highlands County Prompt Payment Policy.
 - 7.3. The Firm's invoice shall include the Purchase Order Number, a detailed identification of the services performed, location, if applicable, and the day the services were performed or completed. The invoice shall also include documentation for pre-approved reimbursable costs, if any, incurred by the firm during the period covered by the invoice.
8. FAILURE TO PERFORM:
 - 8.1. The Firm shall be prepared to start work no more than twenty (20) calendar days after issuance of a purchase order.
 - 8.2. Failure to satisfactorily complete the work as scheduled may result in written notice to the Firm terminating its right to proceed as to the whole or any part of the contract.
 - 8.3. Should the Firm be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Firm has agreed, and the County is forced to complete the work with a different Firm, the difference in the Proposal price of the services and the price paid the new Firm to complete the work shall be charged to and paid for by the Firm.
 - 8.4. Firm shall not, however, be responsible for delays in service due to: 1) Unavoidable mechanical breakdowns; 2) Strikes; 3) Acts of God; or 4) Fire, provided Firm notifies the Project Manager in writing within ten (10) days of the event that caused the delay of such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the Firm fails to comply with any of the provisions of this RFP or of the contract.

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SECTION 5. SOLICITATION PROCESS

1.0 Submittal

Each Proposer must fully complete and submit the Proposal Submittal Form found within this RFP and provide all necessary documentation to fully demonstrate capabilities and qualifications in order to be considered responsive. Failure to supply the required documentation or address all criteria or found to be substantially unreliable may, in the sole opinion of the Evaluation Committee and Procurement Manager, be grounds for rejection of the Proposal.

Proposals should not contain information in excess of that requested, it must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the Evaluation Criteria. Proposals are to be printed single-sided, in a minimum 10 font size, all of which are properly indexed and tabbed. Unnecessarily elaborate brochures, artwork, expensive visual aids, and other presentation aids or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness.

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

1.1. Hard Copy Submission: Interested parties are invited to submit in a sealed package to the Purchasing Department:

- One (1) original hardcopy, and
- One (1) exact electronic copy on a thumb drive

Electronic copies:

No macros, audio-start media allowed.

PDF, Word, and Excel, as applicable, are permitted formats.

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

The 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 version submitted by the Proposer. If confidential information is included, such information must be in a separate tab, and in the electronic copy second file, marked "Confidential" in the file name. To be considered "Confidential" or exempt the information shall meet the provisions as stated in Florida Statute 119.

OR

1.2. Electronic Submission: The Proposal is to be combined into one Adobe PDF, no macros or audio-start media allowed. The document is to be uploaded to the County website via VendorResistry.com. It is the Proposers responsibility to allow sufficient time to ensure the submission is completed.

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

2.0 Evaluation Criteria

- 2.1 The evaluation shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and will be awarded a score as listed below.
- 2.2 Each submittal should contain all requested documentation organized in the following manner:

TAB 1. QUALIFICATIONS, PROFILE AND EXECUTIVE SUMMARY Maximum 20 Points

Provide letter of introduction, Qualifications, Profile and Contact information: name, address, telephone number and email address. Introduction of firm providing contact information: name, address, telephone number and email address years in business, professional affiliations, number of active customers using your services, name of parent and subsidiary company(s) or owners, if privately owned, etc. Include all third-party vendors involved in this proposal.

Define proposer’s mission, philosophy and what makes you different. Please provide a summary of your experience in destination mural design and creation.

Provide details on the types of services offered by the proposer. Include whether those services are provided in-house or through freelancers/contractors, etc. Include the number of years you have provided listed services.

Provide a team organization chart, if applicable, include a summary bio of key personnel who would be assigned to applicable projects and the approach the team will use on the account. Include names, titles and credentials, years’ experience. This is to include information related to where said services will be provided, the number of staff assigned to the projected and current workload. Any change in the proposed team members are to be approved by the County.

Provide a brief description of the following areas of your experience including:

- Experience with similar projects or relevant scope and size
- Stability and growth of your organization
- Services to be performed
- Exceptions to the proposal
- Understanding of the services requested and differentiating highlights of your proposal

TAB 2. RELATED WORK EXPERIENCE AND REFERENCES Maximum 25 Points

- Provide biographical information or resumes, including previous experience
- Maximum of (10) images (JPEG or PDF) of previously completed works
- Provide (2) references
- Optional additional support material (i.e., news articles or other relevant information on past projects)

TAB 3. PROJECT APPROACH Maximum 25 Points

- Written narrative describing your artistic vision and proposal.
- Provide (3) sketches or images of the proposed work (JPEG or PDF) showing scale, dimensions, and elevation.
- Proposed installation timeline.

TAB 4. PRICE PROPOSAL

Maximum 25 Points

- All-inclusive line-itemized budget to include, but not limited to, all labor, material, travel, insurance and incidentals to provide completed murals as described in this solicitation.
- Price Proposal Form must be submitted to be considered for award.
- The County reserves the right to negotiate services and/or fees to meet budgetary restraints.

TAB 5. LOCAL VENDOR

Maximum 05 Points

Proposers meeting the following criteria will be eligible for the maximum number of points in this category.

1. Having a physical location within the boundaries of Highlands County for at least twelve (12) months immediately prior to the issuance of the solicitation and
2. Holding any business license required by the County, and/or the municipalities, if applicable, and
3. Employing at least one (1) full time employee, or two (2) part-time employees whose primary residence is in Highlands County, or if the business has no Employees, the business shall be at least fifty (50) percent owned by one (1) or more persons whose primary residence is in Highlands County.

TAB 6. LITIGATION HISTORY

Maximum 00 Points

Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last five (5) years. Provide a description of the circumstances and the outcome.

TAB 7. COMPLIANCE FORMS AND REQUESTED DOCUMENTATION

Maximum 00 Points

Provide all forms and requested documentation.

3.0 EVALUATION PROCESS

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

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

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

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

3.1 Evaluation Meeting

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

Tab 1	Qualifications, Profile and Executive Summary	20 Points
Tab 2	Related Work Experience and References	25 Points
Tab 3	Project Approach	25 Points
Tab 4	Price Proposal	25 Points
Tab 5	Local Preference	05 Points
Tab 6	Litigation History	00 Points
Tab 7	Compliance Forms And Requested Documentation	00 Points
	Total Points	100 Points

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

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

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

3.2 Proposer Interviews (at the discretion of the Evaluation Committee)

3.2.1 The Evaluation Committee may conduct interviews. During an interview, selected Proposers shall may be asked to make a presentation describing the key elements of their Proposal and/or address any specific topics the Evaluation Committee may determine necessary.

3.2.2 At the conclusion of the interviews Proposals will be ranked, one (1) representing the highest-ranked Proposer. The Evaluation Committee members will then collectively decide the recommend award and start Contract Negotiations with all or selected Proposers starting with the highest-ranked Proposer; and should negotiations fail with the highest ranked Proposer, staff shall end negotiations with the highest ranked Proposer and begin negotiating with the next highest ranked Proposer and so on.

4.0 Tie Breaker: In case of a tie in scoring, the award will be made as follows:

4.1 Step 1: The Proposer that has the highest number of number 1 rankings shall be deemed ranked as the higher Proposer.

4.2 Step 2: Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings shall be the higher ranked Proposer.

4.3 Step 3: Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.

- 4.4 Step 4: After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
- 4.5 When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 4.6 If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

SECTION 6 TENTATIVE SCHEDULE

DATE	TIME	EVENT
Saturday, July 23, 2022		First Advertisement
Saturday, July 30, 2022		Second Advertisement
none		Pre-Proposal Meeting
Friday, August 12, 2022		Deadline to submit questions (RFI's)
Thursday, August 25, 2022		Proposal due date
Thursday, September 8, 2022		Review/Ranking of Proposals by the Evaluation Committee*
Thursday, September 22, 2022		Presentations / Interviews (at the discretion of the Evaluation Committee) *
Friday, September 23, 2022		Anticipated award date
Tuesday, October 18, 2022		Anticipated contract consideration by the Board,
		<i>Dates are subject to change. * Unless otherwise advertised the Evaluation meeting(s) will take place in the Annex Building, 505 S. Commerce Ave, 2nd Floor, Sebring, FL 33870.</i>

SECTION 7 CONTRACT AWARD

1.0 SAMPLE CONTRACT FOR SERVICES

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

2.0 CONTRACT NEGOTIATIONS

- 2.1 If a Proposer is selected, the user Department, and Procurement, with the assistance of the County Administrator or their designee, shall negotiate an Agreement with the selected Proposer. To include, but not limited to, the fee schedule.
- 2.2 If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Evaluation Committee that contract negotiations with the Proposer have terminated. Contract negotiations with the next-highest-ranked Proposer will be implemented, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.
- 2.3 After contract negotiations with a Proposer are successfully completed the Project Manager shall recommend to the Board of County Commissioners that award a contract to the Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether the County shall enter into an Agreement with a Proposer.

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SECTION 9 CERTIFICATION FORMS

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County. Any form not applicable is to be returned marked “N/A”

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

Forms		
LOCAL COMPLIANCE FORMS		
Proposal Form, include acknowledgement of all addenda, signed	YES	NO
Drug-Free Workplace Certification	YES	NO
Public Entity Crimes Sworn Statement	YES	NO
Discrimination Certification	YES	NO
Scrutinized Companies Certification	YES	NO
E Verify Certification	YES	NO
Authorized Signatories/Negotiators	YES	NO
REQUESTED DOCUMENTATION		
Schedule of Subcontractor(s) identifying potential W/MBE	YES	NO
Reference list and Customer supplied references (Tab 3)	YES	NO
Sunbiz.org Print out for Proposer FEI/EIN Number	YES	NO
Acord Insurance Form (sample copy from proposer)	YES	NO
Women / Minority Business Enterprise Certification	YES	NO
Licenses, Certifications	YES	NO
One (1) Original Submission Package, PAPER COPY and one (1) exact electronic copy, on thumb drive, of the Submission package. OR Upload one (1) all-inclusive adobe file of the Submission package to the County Website via VendorRegistry.com. Titled “22-020 Proposer Name”	YES	NO
Sealed Submittal Label (affix to outside of submittal package)	YES	NO
Statement of No Bid	YES	NO

PROPOSAL SUBMITTAL FORM



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: **RFP 22-020-AV**
 SOLICITATION NAME: **Call to Artists for 100-Year Commemorative Mural**
 PROPOSAL SUBMITTED BY:

 Proposer's Name

 Proposer's Authorized Representative's Name and Title

 Proposer's Address 1

 Proposer's Address 2

 Contact's Name and Title (Print)

 Contact's E-mail Address

 Contact's Phone Number

 Dun's Number

 Employer Identification Number/Federal Employer Identification

ACKNOWLEDGEMENT OF ADENDA Proposer represents that:

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

Addenda Number	Date Issued						

LITIGATION SUSPENDED OR DEBARRED Yes ___ / ___ No

Provide the entity name and final outcome: (attach additional pages if necessary)

Entity Name	Final Outcome

The County reserves the right to negotiate with the proposer to provide the required services within the approved budget. Additional related scope may be added, as needed.

Project Cost \$ _____ (lump sum)

CERTIFICATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other person(s) or over the County. The signature below, by an authorized representative and hereby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: _____ 20 _____

PROPOSER NAME: _____

SIGNATURE: _____
Proposer's Authorized Representative (Seal)

PRINTED NAME: _____

TITLE: _____

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DRUG FREE WORKPLACE FORM

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

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

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

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

PUBLIC ENTITY CRIMES FORM

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

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

STATE OF FLORIDA } ss

COUNTY OF _____ }

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

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

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

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

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

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

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

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

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

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

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

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20 ____.

STATE OF _____

COUNTY OF _____

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

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

DISCRIMINATION FORM

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

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

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

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

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

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

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

Print Name: _____

STATE OF _____

COUNTY OF _____

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

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

E-VERIFY FORM

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

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

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

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

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

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name _____ Title _____

Telephone Number/Email _____

Signature Date

Title

Name of Business

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Joint Venture* _____ Corporation

_____ Limited Liability Company _____ Non-Profit

State Incorporation Document No. _____

Principal Place of Business (Florida Statute Chapter 607) _____
City/County

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

Federal Tax ID #: _____

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

SCHEDULE OF SUBCONTRACTORS



SCHEDULE OF SUBCONTRACTOR(S)
RFP 22-020-AV Call to Artists for 100-Year Commemorative Mural

Sub-contractor Name	Area of Work	Point of Contact or Project Supervisor	Phone Number and Email	Amount or Percentage of Total	W/MBE Yes/No

Include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. For bidding purposes enter “TBD” (to be determined) for sub-contractor name, if unknown, then complete “Area of Work and Amount or Percentage” sections. Sub-contractor(s) are subject to approval by the County.

SEALED PROPOSAL LABEL

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

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870
Contact Information: Lori DeLoach, Purchasing Manager
(863) 402-6500



PLEASE PRINT CLEARLY

SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •	
SOLICITATION NO.:	RFP 22-020-AV
SOLICITATION TITLE:	Call to Artists for 100-Year Commemorative Mural
DATE DUE:	
TIME DUE:	Prior to: 3:30 PM Thursday, August 25, 2022
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor Attn: A. Valentine
	600 South Commerce Avenue Sebring, Florida 33870
	Note: submissions received after the time and date above will not be accepted.

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



STATEMENT OF NO BID
RFP 22-020-AV
Call to Artists for 100-Year Commemorative Mural

We, the undersigned, have declined to bid

_____ Specifications too “tight”, i.e., geared toward one brand or manufacturer only

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or services

_____ Unable to meet specifications

_____ Unable to meet Bond requirements

_____ Specifications unclear (explain how)

_____ Unable to meet Insurance requirements

_____ Remove us from your “Bidders List” altogether

_____ Other (specify below)

Remarks:

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____

Exhibit A: Highlands County Government Center



Exhibit 1: Government Center lobby entrance location



Exhibit 2: Tax Collector's location



Exhibit 3: Centennial logo

