



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870
(863) 402-6500 Purchasing Main Line
Purchasing Designated Contact: Chris Davis, Purchasing Manager
(863) 402-6828, Direct Line

INVITATION TO NEGOTIATE (ITN)

ITN No: 22-016 Property at 2692 SR 17 S, Avon Park, FL

Non Mandatory Pre-Proposal Meeting: March 14, 2022 at 2:00 PM

Location: 2692 SR 17 S., Avon Park, FL

Request for Information Deadline: Thursday, March 17, 2022, prior to 5:00 PM

Submission Deadline: Wednesday, March 30, 2022, prior to 3:30PM

Advertised Date: March 2, 2022 and March 9, 2022



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

INVITATION TO NEGOTIATE (ITN)

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

ITN 22-016 Property at 2692 SR 17 S., Avon Park, FL

Pursuant to Section 287.012 Florida Statutes the Board of County Commissioners, Highlands County, Florida, hereby gives notice that it intends to review responses to this ITN and negotiate with offeror(s) to receive the best value regarding use and best overall value of the building and property located at 2692 SR 17 S., Avon Park, FL previously used by the Jaycees. The County has identified this property for a potential non profit lease and will consider all proposals received.

The ITN with criteria, requirements, and other information, may be downloaded from our website: www.highlandsfl.gov located on the Purchasing Dept landing page or www.vendorregistry.com. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.

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

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later than **3:30 P.M., Wednesday March 30, 2021**, 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: 22-016xxx-Proposer Name**
OR
- **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Respondent, 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), **one (1) paper copies** 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 Local Preference Policy **will not 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

Table of Contents

INVITATION TO NEGOTIATE	2
SECTION 1 GENERAL TERMS AND CONDITIONS	5
SECTION 2 INSURANCE	11
SECTION 3 SPECIAL TERMS AND CONDITIONS	13
SECTION 4 INTRODUCTION/BACKGROUND	13
SECTION 5 PROPERTY INFORMATION	13
SECTION 6 RESPONSE FORMAT CRITERIA	13
SECTION 7 SELECTION PROCESS AND CRITERIA	16
SECTION 8 SAMPLE EVALUATION SCORE SHEET	16
SECTION 9 TENTATIVE SCHEDULE	16
SECTION 10 CERTIFICATION FORMS	17
ITN CERTIFIED FORM	18
DRUG FREE WORKPLACE FORM	20
PUBLIC ENTITY CRIMES FORM	21
DISCRIMINATION FORM	23
SCRUTINIZED COMPANY FORM	24
E-VERIFY FORM.....	25
AUTHORIZED SIGNATORIES/NEGOTIATORS	26
SEALED PROPOSAL LABEL	35

SECTION 1 GENERAL TERMS AND CONDITIONS

1. DEFINITIONS: For purposes of this Invitation to Negotiate (ITN), the following terms are defined as follows:
 - 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
 - 1.2. **Proposer** means the person or entity submitting a proposal in response to this ITN that meets the requirements set forth in the solicitation documents.

2. RESERVATION OF RIGHTS:

This ITN 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 ITN, and to cancel this ITN with or without the substitution of another Invitation to Negotiate.
 - 2.2. To issue additional subsequent ITNs.
 - 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 solicitation. 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 solicitation.
 - 2.6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
 - 2.7. Make available to Respondents any data available in the County's files pertaining to the work to be performed under this ITN.
 - 2.8. Decide and dispose of all claims, questions, and disputes arising under this ITN.
 - 2.9. Have the right to audit the records of the Respondents that enter into contracts pursuant to this ITN at any time during the contract period.
 - 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 ITN at any time during the contract period and for a period of five (5) years following the contract termination. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this ITN upon request.

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
HBCCRECORDS@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 if the Consultant does not transfer the records to the County.
- 3.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4. 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.

- 4.1. **E-Verify Program:** Each response from an employer Proposer 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.
- 4.2. **Indemnification Clause:** The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITN.

“The Proposer 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 Proposer, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers or the like. The Proposer 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 Proposer, or any of its employees, agents, contractors, 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.”

- 4.3. **Sales and Use Tax:** The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply. All Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
 - 4.4. 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.
5. **COUNTY EMPLOYEES / CONFLICT OF INTEREST:** All Proposers must disclose the name of any officer, director or agent who is also an employee of the Highlands County Board of County Commissioners, or any of the public entities which will receives services related to this solicitation. All Proposers must disclose in their proposal 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.
6. **PROPOSER/RESPONDENT:**
- 6.1. Respondents must be an individual, firm, partnership, corporation, association or other legal entity permitted by law in the State of Florida.
 - 6.2. 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.
 - 6.3. 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 ITN, such Proposer may be disqualified from this ITN.
 - 6.4. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITN, 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.
 - 7.1 Suspension Or Debarment:** By submitting a response, the Proposer certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida or Federal government.
 - 7.2 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 cover page of this ITN 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.
- 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 ITN 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. 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.

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 ITN 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 ITN shall not be binding.
- 9.3. All pages included in or attached by reference to this ITN shall be called and constitute the Invitation to Negotiate as stated on the front page of this ITN.
- 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 ITN 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 ITN document with Addendums.

10. JOINT PROPOSALS:

- 10.1. 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. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this ITN.

11. RESPONSES RECEIVED LATE

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.

12. SELECTION PROCEDURE:

- 12.1. 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.
- 12.2. The Evaluation Team will carefully review the responses and each member shall independently review all responses relative to the above listed criteria. The Team shall meet to collectively discuss their analyses of the responses and to then formulate a recommendation. Using the process above, the Evaluation Team may recommend that one or more firms be invited to participate in negotiations with the Negotiation Team.
- 12.2. The Evaluation Committee can shortlist the best proposals received and further negotiate or designate a representative to negotiate the best and final offer. The Evaluation Committee will determine the recommended award. The recommended award will be taken to the County Administrator or his designee for approval.
- 12.3. The final offer(s) from the Evaluation Committee will be provided to the County Administrator or his designee who will present the proposed contract to the Board of County Commissioners in accordance with Florida law and Highlands County Ordinance.
- 12.4. Award will be made to the Proposer(s) whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this ITN. 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.

15. CONTRACT NEGOTIATIONS AND EXECUTION:

- 15.1. The successful Respondents shall enter into a contract that substantially reflects the requirements of this ITN and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the ITN and the finalized contract(s) and any resulting purchase order entered into pursuant to this ITN.

16. TERM OF CONTRACT

The County may enter into an initial period of five (5) years with an option to renew for five (5) additional one (1) year periods. County and the successful Proposer will agree upon renewals in writing. Term of the

contract may be modified based on the Proposers planned improvements on the site and the Board approval.

17. CONTRACT REQUIREMENTS:

Respondents contracting with the county shall:

17.1. **Standard of Work on site:**

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

17.2. Provide for a safe facility of occupants/users of the site.

17.3. **ADA Compliance:** The contract will provide that any improvements meet ADA requirements.

2. TERMINATION

2.1. Any contract entered into pursuant to this ITN 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 30 days written notice to the Respondent.

The remainder of page intentionally left blank.

SECTION 2 INSURANCE

Unless otherwise stated in the ITN, the following minimum Insurance Requirements will be included in the contract and must be met by the entity before a contract is considered:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE: Occurrence Form Required:** The entity 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 ITN 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 entity, 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 entity shall have and maintain automobile liability insurance with a limit of not less than \$500,000 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 entity 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. **SPECIAL REQUIREMENTS / EVIDENCE OF INSURANCE:**
 - 4.1. A copy of the Proposer's current certificate of insurance **MUST** be provided with the Proposal submitted in response to this ITN when requested. A formal certificate shall be provided upon announcement that a Proposer has been awarded the contract. 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:
 - 4.1.1. **"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.**
 - 4.1.2. 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 ITN, a renewal certificate shall be issued 30-days prior to said expiration date.
 - Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.
 - 4.1.3. 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.

- 4.2. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- 4.3. 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.
- 4.4. The insurance 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/uses performed to in connection with this ITN. The County reserves the right to require the successful Proposer to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- 4.5. Renewal:
 - 4.5.1. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITN, a renewal certificate shall be issued 30-days prior to said expiration date.
 - 4.5.2. 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.
 - 4.5.3. Additional insurance may be required if activities at the site involve special events.

The remainder of page intentionally left blank.

SECTION 3 SPECIAL TERMS AND CONDITIONS

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

1. BASIS OF AWARD:

- 1.1. The County intends to award a contract to one or more proposers that have responded to this ITN with consideration of the proposed use and requested information.

SECTION 4 INTRODUCTION / BACKGROUND

Pursuant to Section 287.012, Florida Statutes the Board of County Commissioners, Highlands County, Florida will conduct this Invitation to Negotiate to determine the best possible value to the County use for the property at 2692 SR 17 S., Avon Park, FL. This ITN is seeking sealed replies in order to select one or more entities with which to commence negotiations for a contract to utilize the building and Property located at the address above. This site was previously utilized by the Avon Park Jaycees and is County owned. Considerations will be provided for potential lease with a non profit entity that provides services to county residents.

Background

This site was previously utilized by the Avon Park Jaycees and is County owned. The county is seeking proposals that would offer uses for the property that will add value to the community and utilize a currently vacant facility. The County will consider what each Proposer offers for the site including any proposed improvements to the building or site, the suitability of the proposed use, the ability for the public to participate in activities at the site, fees if any that will be charged, deliverables, price/rent, approach to offering, past performance of Proposer, and terms or conditions requested.

The county may conduct simultaneous negotiations with the Proposers that are highest scored to help determine the best and final offer from the ITN Proposers.

SECTION 5 PROPERTY INFORMATION

This property is located at 2692 SR 17 S., Avon Park, FL. A screen shot from the Property Appraisers site and pictures of the site and building are provided on Attachment A. A Non Mandatory Pre Proposal meeting will take place on site as indicated on the front page. The building will be open for viewing following the Pre Proposal Meeting.

SECTION 6 RESPONSE FORMAT CRITERIA

1. SUBMITTAL CONTENT: It is imperative that the information submitted is precise, clear, and complete. All responses must be presented in the following format requirements:
 - 1.1. **Paper Submission:** Page Size: 8 1/2" by 11" bound document, tabbed at each Evaluation Criteria Section, all pages numbered, minimum 11 point Arial font shall be used. The format shall not exceed **twenty-five (25) single-sided pages**. *Page count exclusions noted below.
OR
 - 1.2. **Electronic Format:** Shall be an exact, all-inclusive copy mirroring the original paper submission in a single Adobe pdf format. The file is to include Bookmarks for each Evaluation

Criteria Section, if possible. No macros, links or locked files will be allowed.

1.3. Submittals not conforming to this format may receive a lower score.

2. REQUEST RESPONSE OUTLINE

Sections and subsections shall correspond in sequence with those identified below and shall be clearly sequentially tabbed. All additional information that a Proposer believes is unique to a section and does not fit the established outline may be included at the end of that section under a subheading "Additional Information." "Additional Information" will count against the maximum number of pages.

3. EVALUATION CRITERIA SECTION Proposers will be ranked on the quality of the proposal including clarity and organization of the proposal and if requested, its presentation. The County will determine the best value usage of the building for the County.

TAB A Introduction /Executive Summary (Maximum 20 Points)

- Signed ITN Certification Form with contact information
- Table of Contents (optional)
- Letter of Interest (one to three page executive summary)
- Letter should identify the proposed use of the property and any details regarding operation that makes the proposed use valuable to the County
- Acknowledge by submittal of a Letter of Interest the Proposer represents that it does not have any professional or personal conflicts of interest.
- Acknowledge by submitting a Letter of Interest the consultant confirms that no principal (which includes officers, directors or executives) or the firm is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any State, Federal Department or Agency.

TAB B Proposer's Organization (Maximum 20 Points)

Illustrate the Respondent's organizational chart as it relates to services/project(s) proposed at the 2692 SR17 S. Avon Park, FL site.

Indicate key personnel and their relationship or responsibility to proposed use of site.

Provide three references that the Proposer has worked with in the last three years. Include name of reference and contact information.

TAB C Relevant Experience/Past Performance (Maximum 30 Points)

Respondent's background, history, capabilities, resources and experience for services/uses proposed for the site. List and provide copies of any qualifications.

Proposals will be scored on the capabilities of the Proposer in performing and providing the services, including experience and resources, service experience within the last 5 years.

A description of the Respondent's past and current related experience. Consideration will be given to the successful offerings, programs or services.

TAB D Personnel Training And Experience (Maximum 30 Points)

Indicate the general and specific project related capability, including training and experience, of all the proposed staff/volunteers and indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, including management, technical, and support personnel. Give brief information/resume of the key person(s) to be assigned responsibilities for the site.

Proposals will be scored on the experience of the individuals assigned to the project/services and performing the work. Experience should be related to services/projects of a similar nature completed in the last 5 years. The County is interested in the experience, role and responsibility of individuals to be assigned to the project rather than the experience of the organization.

TAB E ADDITIONAL INFORMATION AT THE RESPONDENT’S DISCRETION:

“Additional Information” will count against the maximum number of pages.

TAB F CONFIDENTIAL INFORMATION

Any information provided in your submission that meets the criteria of a trade secret as defined under Florida law or meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law must be placed in Tab F, Confidential Information.

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

5. REQUIRED BY COUNTY:
 - 5.1. ITN Certification Form
 - 5.2. Tab A -Introduction and Executive Summary Letter explaining proposed use of site
 - 5.3. Information requested under Tab B, Tab C and Tab D. Also Tab E and Tab F, if needed.
 - 5.4. Proof of enrollment in the U.S. Department of Homeland Security's E-Verify system for any employer, if applicable
 - 5.5. Current Certificate(s) of Insurance – (sample) additional pages proposer carries insurance if available or uupon request
 - 5.6. Certification Forms- Filled out and completed Certifications under Section 9

The remainder of page intentionally left blank.

SECTION 7 SELECTION PROCESS AND CRITERIA

1. Responses shall be reviewed by the Evaluation Committee and ranked by the Evaluation Committee based upon the above criteria.
2. Public presentations may be requested of the Respondents.
3. Each member of the Evaluation Committee shall perform their own independent scoring based upon the criteria herein and the highest ranked firms shall be determined by the order of ranking from highest to lowest score.
4. The Evaluation Committee members have the right to correct any errors that may be made in the evaluation and selection process.
5. The County may negotiate with the Proposer(s) to determine their best and final offer.
6. Final award will be made by the County Commissioners.
7. The County is not obligated to award contract(s), and the Evaluation Committee members may decide to recommend rejection of all responses.

SECTION 8 SAMPLE EVALUATION SCORE SHEET

Tab	CRITERIA FOR EVALUATION	MAXIMUM POSSIBLE POINTS	EVALUATOR'S SCORE
A	Introduction/Executive Summary	20	
B	Proposer's Organization	20	
C	Relevant Experience/Past Performance	30	
D	Personnel Training And Experience	30	
	TOTAL MAXIMUM POSSIBLE POINTS	100	

SECTION 9 TENTATIVE SCHEDULE

DATE	TIME	EVENT
March 2, 2022		First Advertisement
March 9, 2022		Second Advertisement
March 14, 2022	2:00 P.M.	Pre-Proposal Meeting
March 17, 2022	5:00 P.M.	Deadline to submit questions (RFI's)
March 18, 2022		Deadline to release responses by County to RFI's
March 30, 2022	3:30 P.M.	Proposal due date
April 7, 2022	1:30 P.M.	Review/Ranking of Proposals by the Evaluation Committee
April 19, 2022	TBD	Presentations / Interviews (at the discretion of the Evaluation Committee)
April 20, 2022		Anticipated award date
May 5, 2022		Anticipated contract consideration by the Board
		<i>Dates are subject to change.</i>

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.

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

Forms	circle one	
LOCAL COMPLIANCE FORMS		
ITN Certified Form, include acknowledgement of all addenda, signed.	Required	YES NO
Drug-Free Workplace Certification	Required	YES NO
Public Entity Crimes Sworn Statement	Required	YES NO
Discrimination Certification	Required	YES NO
Scrutinized Companies Certification	Required	YES NO
E Verify Certification	Required	YES NO
Sunbiz.org Print out for Proposer FEI/EIN Number	Upon Request	YES NO
Acord Insurance Form (sample copy from proposer)	Upon request	YES NO

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS



SOLICITATION IDENTIFICATION: **ITN 22-016**
SOLICITATION NAME: **Property at 2692 SR 17 S., Avon Park, FL**
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 ITN and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

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

SUBMITTED ON: _____ 20 _____

PROPOSER NAME: _____

SIGNATURE: _____
Proposer's Authorized Representative (Seal)

PRINTED NAME: _____

TITLE: _____

-Remainder of page intentionally left blank-

DRUG FREE WORKPLACE FORM

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

Bidder or Proposer 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 [].

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

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 or Proposer")

2. CERTIFICATION

Bidder or Proposer hereby certifies that at the time of its Bid/Proposal 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 – REQUIRED FOR EMPLOYERS

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

Proposer hereby certifies that at the time of its Proposal 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

Sate 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.*

ATTACHMENT A
SITE INFORMATION AND PICTURES

Parcel C-06-34-29-A00-0070-0000

2692 SR 17 S

AVON PARK, FL 33825





View from SR 17 entrance



View from north east corner near power pole.



Rear view from northwest corner



West side of building from a northwest location



Northeast corner of building has 2 bathroom rough in



Water pump located inside of building in the northwest corner



View of electrical box located above the water pump on the north interior wall



One bathroom



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: Chris Davis, Purchasing Manager
(863) 402-6500

PLEASE PRINT CLEARLY



**SEALED BID/PROPOSAL DOCUMENTS
• DO NOT OPEN •**

SOLICITATION NO.: **ITB 22-016**

SOLICITATION TITLE: **Propoerty at 2692 SR 17 S. , Avon Park, FL**

DATE DUE: **Wednesday, March 30, 2022**

TIME DUE: **Prior to: 3:30 PM**

SUBMITTED BY: _____

(Name of Company)

e-mail address

Telephone

DELIVER TO:

Highlands County Board of County Commissioners
Attn: Purchasing Department, 2nd Floor (Chris Davis)
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.