

Purchasing Department

REQUEST FOR PROPOSALS

17-022

Highlands County Fire Assessment Fee Feasibility Study

DECEMBER 18, 2016

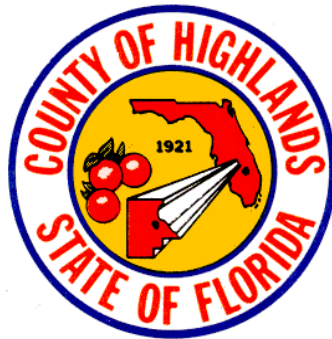


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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing Department

REQUEST FOR PROPOSALS (“RFP”)

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

RFP NO. 17-022 HIGHLANDS COUNTY FIRE ASSESSMENT FEE FEASIBILITY STUDY

Specifications may be obtained by downloading from our website: www.hbcc.net, or by contacting: Olimpia Lonsdale, Purchasing Analyst; 4320 George Boulevard, Sebring, Florida 33875-5803, Phone: 863-402-6525; Fax: 863-402-6735; or E Mail: olonsdal@hbcc.org.

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

Each submittal shall include one (1) original and four (4) exact paper copies and four (4) exact electronic copies (CD’s or thumb drives) of the Proposal submission packet.

PROPOSALS MUST BE DELIVERED to the Purchasing Department, 4320 George Blvd., Sebring, FL. 33875-5803 so as to reach said office no later than **2:00 P.M., Wednesday; January 18th, 2017**, at which time they will be opened. The Public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the Proposal number and name so as to identify the enclosed Proposal. Proposals received later than the date and time as specified will be rejected. The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

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

The Board’s Local Preference Policy (“Local Preference Policy”) will apply to the award of this RFP.

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

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

Board of County Commissioners, Highlands County, FL

www.hbcc.net

SECTION I. GENERAL TERMS AND CONDITIONS

- A. For purposes of this RFP, the following terms are defined as follows:
 - 1. Proposer means the person or entity submitting a Proposal in response to this RFP.
 - 2. Contractor means the Proposer who signs a contract with the County to perform the Scope of Work.
- B. All Proposals shall become the property of the County.
- C. Compliance with Florida Statutes Section 287.087, on Drug Free Workplace, Section 287.133(2)(a), on Public Entity Crimes, and Section 287.134, on Discrimination, is required.

F.S. 287.087, Preference to businesses with drug free workplace programs:

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

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

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE PROPOSAL FORM.

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

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a

contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

F.S. 287.134, Discrimination; denial or revocation of the right to transact business with public entities:

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

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page.
- E. The County will not reimburse Proposers for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. Proposers, their agents and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XV of this RFP for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.
- I. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.

- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.
- M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. **Workers' Compensation Insurance:** The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
 2. **Commercial General Liability Insurance: Occurrence Form Required:** The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$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 contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 3. **Commercial Automobile Liability Insurance:** The Contractor shall have and maintain automobile liability insurance with a limit of not less than \$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.
 4. **Professional Liability/Errors and Omissions Insurance:** The Contractor shall have and maintain professional liability insurance with a limit not less than \$1,000,000 for each occurrence and an aggregate limit of not less than \$1,000,000. 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:

a. A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work as called for in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:

(1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

(2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A-Excellent: FSC VII.

d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

6. Renewal:

a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.

b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Community Safety Director, 6850 W. George Blvd., Sebring, FL 33875-5803

- O. The following “Statement of Indemnification” will be incorporated in the contract entered into in connection with this RFP.
- Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Proposer. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.
- P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q. If submitting a Proposal for more than one RFP, each Proposal must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R. Each Proposal must contain proof of enrollment in E-Verify. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- S. Board policy prohibits any County employee or members of their 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
- T. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in sealed envelope or box. Late Proposals will not be accepted under any circumstances. If Proposals received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- U. Emailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.

- V. 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.
- W. 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.
- X. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Y. 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 legal fees. Venue is in Highlands County, Florida.
- Z. 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 shall be further disqualified from bidding on any future requests for work, goods or services for the County.

-END OF SECTION-

SECTION II. LOCAL PREFERENCE POLICY

A. Intent and Purpose

The intent and purpose of the Board is that the Local Preference Policy establish a written policy that allows the authorized purchasing authority of the County to give a preference to local businesses.

B. Acknowledgements

Any type of procurement done by County staff to which the provisions of the Local Preference Policy are being applied will contain a statement that a Local Preference Policy will be used in the evaluation and award of that purchase.

C. Preference in Bidding

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the County will give a preference to local businesses in making such purchases or awarding such contracts, in an amount of five (5) percent of the total purchase price under \$250,000.00; four (4) percent from \$250,000.00 to less than \$1,000,000.00; three (3) percent from \$1,000,000.00 to less than \$2,000,000.00; and two (2) percent for purchases \$2,000,000.00 and over with a maximum cost differential that shall not exceed \$80,000.00. For purposes of this subsection "total purchase price" shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the Board.

D. Preference in RFP

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a RFP is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned for a local preference. Based upon analysis of the market place for each project, County staff shall make a determination for inclusion of the Local Preference Policy in the criteria for consideration for each RFP.

E. Notice

All procurement documents including but not limited to bid documents and RFP documents shall include a notice to Proposers of the Local Preference Policy.

F. Local Business Definition

For purposes of this subsection, "local business" shall mean a business which:

1. Has had a fixed office or distribution point located in and having a street address within the County for at least twelve (12) months immediately prior to the issuance of the request for quotations, competitive bids or RFP's by the County; and
2. Holds any business license required by the County, and/or, if applicable, the Municipalities; and
3. Employs at least one full-time employee, or two part-time employees whose primary residence is in the County, or, if the business has no employees, the business shall

be at least fifty (50) percent owned by one or more persons whose primary residence is in the County.

G. Certification

Any Proposer claiming to be a local business as defined by Section II(F) above, shall deliver a written certification to the Purchasing Department. The certification shall certify that the business is a "local business" as that term is defined in Section II(F) above, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any Proposer claiming to be a local business, as defined by Section II(F) above, to include a copy of its certification in its bid or Proposal. The Purchasing Department shall be required to verify the accuracy of any such certifications when determining whether a Proposer meets the definition of a "local business."

H. Exceptions to the Local Preference Policy

1. The procurement preference set forth by the Local Preference Policy shall not apply to any of the following purchases or contracts:
 - a. Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
 - b. Contracts for professional services procurement of which is subject to the (CCNA) Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board;
 - c. Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the Local Preference Policy;
 - d. Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.
2. Application of the Local Preference Policy to a particular purchase, contract, or category of contracts for which the Board is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or the County Purchasing Manager.
3. The Local Preference Policy does not prohibit or lessen the right of the Board and County Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or Proposals.
4. The Local Preference Policy established by the Board does not prohibit the Board from giving any other preference permitted by law, in addition to the local preference authorized by the Local Preference Policy.

I. Application and Enforcement of Local Preference Policy

1. The Local Preference Policy established by the Board shall apply to new Proposals, quotations, contracts and procurements solicited after the effective date of the Local Preference Policy.

2. This Local Preference Policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

J. Promulgation of Rules

1. The County Administrator, Assistant County Administrator, or County Purchasing Manager are hereby authorized to adopt administrative rules supplemental to the provisions of the Local Preference Policy as deemed necessary and appropriate to implement the provisions of the Local Preference Policy.
2. The provisions of the Local Preference Policy and the rules adopted by the County Administrator, Assistant County Administrator, or County Purchasing Manager shall be provided to potential bidders, Proposers, and Contractors to the widest extent practicable.

-END OF SECTION-

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

This RFP constitutes only as 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 with respect to this RFP:

- A. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.
- G. If the County believes that collusion exists among Proposers, all Proposals will be rejected.

-END OF SECTION-

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 17-022

- A. ADDENDUMS: 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 Department will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, www.hcbcc.net. It is the sole responsibility of the Proposer to check the website for Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.
- B. AFFIRMATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- C. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the Board. All Proposers must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
- D. MISUNDERSTANDINGS: The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.
- E. ASSIGNMENT OF CONTRACT: The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.
- F. COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the County Community Safety Department ("Community Safety Department") and are to be corrected within five (5) business days. Written response to the Community Safety Director is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

- G. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XV of this RFP. Requests must be submitted by the RFI Cut-Off date stated in Section XVI of this RFP. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- H. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- I. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

-END OF SECTION-

SECTION V. GENERAL SPECIFICATIONS FOR RFP 17-022

- A. PURPOSE: The Board hereby gives notice that it intends to award a contract for a fire assessment fee feasibility study.
- B. MANDATORY PRE-PROPOSAL MEETING: There will not be a Pre-Proposal meeting for this RFP.
- C. PROPOSAL DUE DATE: Wednesday; January 18th, 2017.
- D. PERFORMANCE OF SERVICES: The Contractor must perform all services required pursuant to this RFP.
- E. CONTRACT MANAGER: Mr. Scott Canaday (“Project Manager”).
- F. INSURANCE: As described in the General Terms and Conditions, subsection N of Section I of this RFP.
- G. CONTRACT: A written contract must be signed by the Proposer and the County prior to issuance of a Purchase Order.
- H. COMMENCEMENT OF WORK: Work shall commence within fourteen (14) days after delivery of a Purchase Order by the County following execution of a contract by the County and a Proposer.
- I. CHANGE ORDER(S): The Contractor must have approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.
- J. PRICING: Include pricing with your Proposal as provided in Section VIII of this RFP.
- K. INVOICING / COMPENSATION:
 - 1. The Contractor shall submit the first (1st) invoice for forty percent (40%) of the Contract amount within ten (10) calendar days after execution of the Contract pursuant to this RFP. The Contractor shall submit the second (2nd) and final invoice for sixty percent (60%) of the Contract amount within ten (10) calendar days after presentation to the Board following successful completion of the Scope of Work to the satisfaction of the Project Manager.
 - 2. Invoices shall be submitted to the Project Manager, in sufficient detail to ensure compliance with the Contract. The Project Manager will determine if the services rendered are satisfactory.
 - 3. Any payments made by the County to Contractor prior to the performance of services for which payment is made for the Fire Assessment Fee Feasibility Study that the Contractor does not provide or does not provide to the satisfaction of the Project Manager, shall be refunded by the Contractor to the County based upon the time remaining of the time period for which the payment was made.

4. Payment(s) shall be made in accordance with the Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

- L. FAILURE TO PERFORM: Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. Should the Contractor be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Contractor has agreed and the County is forced to do the work with materials bought from a different Contractor, the difference in the Proposal price of the services and that paid the new Contractor, in order to do the work, shall be charged to and paid for by the contracted Contractor holding the Proposal award for these services.
- M. NO SUBSTITUTIONS: The Contractor shall not substitute any person for the person or persons identified in its response to Tab-B(4) of this RFP or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B(4) of this RFP or any County approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.

-END OF SECTION-

SECTION VI. SCOPE OF WORK AND QUALIFICATIONS

A. SCOPE OF WORK:

1. Review existing County legal documents(s) that created a single county-wide fire district and determine its funding structure.
2. Determine the full cost of fire service delivery, using the County's most current financial information including, but not limited to, personnel and operating expenses, current and future capital improvement projects, scheduled apparatus and equipment replacement, and other customary means utilized to determine the full cost of fire service delivery.
3. Identify alternative sources of revenue to fund the service delivery costs and determine the net service delivery revenue requirement
4. Utilize historical fire incident data and the current ad-valorem tax roll and the County Property Appraiser databases to develop a method of apportionment. Analyze all property use categories within the County to determine which parcels receive a special benefit from the provision of fire services. Develop a fair and reasonable method of apportionment and accurate classification of parcels.
5. Identify service delivery issues that may affect the apportionment methodology.
6. Establish recommended assessment rates by fairly apportioning the assessable costs among all benefited parcels within each property use category. Ensure that the recommended assessment rates and parcel classification conform to the statutory requirements of the "Uniform Method."
7. Confirm that recommended assessment rates meet Florida case law requirements to be valid as a special assessment.
8. Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection. Ensure that the data approach used is the data needed to the tax bill collection method in recurring years.
9. Analyze and recommend the most appropriate and efficient methods to collect the fire assessment fee until such time as the Uniform Method of Collection can be utilized and the assessment can be added to the tax bills.
10. Consultant will conduct community outreach and educational campaigns which will include public workshops and meetings with major community stakeholders. Please

provide an explanation of your firm's experience with engaging and educating the community on the impacts of a fire assessment fee. The Consultant will provide public information materials such as FAQs, display materials, web-site information or other tools as may be deemed necessary.

11. Prepare and present proposed apportionment methodology and recommended fire assessment fee rates to the Highlands County Board of County Commission.

B. QUALIFICATIONS:

Each Proposer must provide all necessary documentation to fully demonstrate the Proposers' capabilities and qualification in order to be considered responsive.

-END OF SECTION-

SECTION VII. PROPOSAL FORMAT CRITERIA

- A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section VIII of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. **Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.**
- B. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title so as to identify the enclosed Proposal.
- C. Each Proposal shall include one (1) original and four (4) exact paper copies and four (4) exact electronic copies (such as compact discs or USB flash drives) of the Proposal, all of which are properly indexed and tabbed.
 - 1. Electronic copies:
 - a. No macros, audio-start media allowed.
 - b. PDF or Microsoft Word formats are allowed.
 - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed Proposal submitted by the Proposer, provided, however, that:
 - (1) Confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name.
- D. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" bound document. Proposals shall not exceed fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further

consideration or will receive a lower score under criteria B-8 of the Evaluation Score Sheet, an example of which is provided in Section IX of this RFP.

- E. At the discretion of the Evaluation Committee, some or all Proposers, may be asked to give short presentations / interviews as part of the selection and ranking process pursuant to Section X of this RFP.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. In order to be considered responsive, the Proposer must answer each heading and any sub-heading, and the Proposal must be constructed in the following tabbed format, Tab A through Tab C.

TAB-A

-----(No points)

- 1. Proposal Submittal Form (required, see Section VIII of this RFP)
- 2. Table of Contents (optional)
- 3. Acord Insurance Form (required)
(Certificate does not have to show the County as the certificate holder in the submittal, but will be required prior to the contract being signed)
- 4. E-Verify (required)
(Please submit any document from the Dept. of Homeland Security showing Proposer's Company ID#)
- 5. Drug-Free Workplace (required)
(Please submit a statement on company letterhead stating that Proposer complies with F.S. 287.087, or the policy itself.)

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

TAB-B

- 1. Introduction of your Organization -----(Maximum of 10 points)
Provide a brief summary of the firm's background
- 2. Minority or Woman Owned Business Certificate -----(Maximum of 10 points)
Please note, this certificate must be held by the Proposer.
- 3. Understanding and Approach -----(Maximum of 20 points)
 - a. Describe your understanding of the Scope of Work.
 - b. Provide your firm's overall project approach to support the needs and objective of the project.
- 4. Relevant Experience -----(Maximum of 20 points)
 - a. Identify and provide a description of relevant experience(s) of the person or persons, including any and all subcontractors, who will perform the services under the contract with the County pursuant to this RFP, including professional licenses, certifications,

titles, accomplishments, credentials, qualifications and years of experience. If the Proposer intends to use any subcontractor, provide the number of years the Proposer and subcontractor have worked together.

- b. Identify previous contracting experience with governmental entities similar to the County.
- c. Meeting time and budget constraints
- d. Demonstrated minimization of changes orders.
- e. Describe community outreach experience

5. Location/Accessibility -----(Maximum of 5 points)

- a. State the Proposer's office location(s)
- b. Describe the accessibility of the person or persons who will perform the services during the terms of the contract with the County pursuant to this RFP.

6. Reference Letters -----(Maximum of 15 points)

- a. The Proposer must provide five (5) reference letters from clients for similar work completed for projects of similar Scope of Work in the last ten (10) years by the Contractor. The Scope of Work shall be indicated. Provide reference letters on the client's company letterhead and include address, contact name, telephone number and e-mail address. Evaluator's might submit questions to the references in a uniform manner. Please provide a current email address for the person who signed the reference letter if he or she is no longer available to the client.

7. Price Proposal -----(Maximum of 20 points)

- a. The price proposal must include a schedule of fees and expenses that support the total all-inclusive fixed fee, including all anticipated expense.
- b. Detail must be provided which indicates the estimated hours that the assessment will take, including estimated hours that the contractor is working on-site and off-site.

8. RFP Format -----(Maximum of 5 points)

The Proposal shall be prepared and submitted in accordance with the Proposal Submittal Form criteria required by this Section.

TAB-C

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

The Proposer may include additional promotional material under Tab-C. Please note that pages under Tab-C shall count toward the fifty (50) page allowance. Promotional material cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

-END OF SECTION-

SECTION VIII. FORMS

A. Proposal Submittal Form

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

RFP IDENTIFICATION: RFP 17-022 – HIGHLANDS COUNTY FIRE FEE ASSESSMENT FEE FEASIBILITY STUDY

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS – PURCHASING DEPARTMENT

PROPOSAL SUBMITTED BY: _____
Proposer's Name

Proposer's Authorized Representative's Name

Proposer's Address 1

Proposer's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

In submitting this Proposal, Proposer represents that:

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

Date	Number	Date	Number	Date	Number	Date	Number

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

SUBMITTED ON: _____, 20____.

SIGNATURE: _____ (seal)
Proposer's Authorized Representative

PRINTED NAME: _____

TITLE: _____

-END OF SECTION-

SECTION IX. SAMPLE EVALUATION SCORE SHEET

EVALUATION SCORE SHEET FOR: RFP 17-022 FIRE ASSESSMENT FEE FEASIBILITY STUDY		SAMPLE
CRITERIA FOR EVALUATION	EVALUATOR'S SCORE	TOTAL POSSIBLE POINTS
	0 - 10	
B 1 Introduction of your Company		10
B 2 Certified Minority Business Enterprise *		10
B 3 Understanding and Approach		20
B 4 Relevant Experience		20
B 5 Location/Accessibility		5
B 6 Reference Letters		15
B 7 Price Proposal		20
B 8 RFP Format		5
SUBTOTAL		105
PRESENTATION / INTERVIEW (If requested by the Evaluation Committee, detailed presentation scores will be submitted on a separate score sheet)		25
TOTAL		130
<p>* Certified Minority Business Enterprise criteria is scored either 10 points (if certified) or 0 points (if not certified)</p> <p style="text-align: right;">Proposer's Name: _____</p> <p style="text-align: right;">Evaluator's Name: _____</p> <p style="text-align: right;">Evaluator's Signature: _____</p> <p style="text-align: right;">Date: _____</p>		

-END OF SECTION-

SECTION X. SELECTION PROCESS AND CRITERIA

The selection process shall be open to the public and records shall be maintained in accordance with the State of Florida's records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Proposal Evaluators may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee's recommendation.

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

- B. After review of the Proposals, the Evaluation Committee may ask some or all Proposers to give short presentations / interviews as part of the selection and ranking process. If less than all, the number shall be determined by the Evaluation Committee, and the Proposers selected for presentations / interviews shall be that number of the top ranked Proposers ranked according to the preliminary scores of the Evaluation Committee members. The presentations / interviews, if any, will be scheduled at least two (2) weeks after the time the invitation is sent to the selected Proposers. At the discretion of the Evaluation Committee, presentations / interviews, if any, may be in person or via online meeting.

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

-END OF SECTION-

SECTION XI. AWARD

The County shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

-END OF SECTION-

SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION

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

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

-END OF SECTION-

SECTION XIII. CONTINGENT FEES PROHIBITED

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

-END OF SECTION-

SECTION XIV. TENTATIVE SCHEDULE

DATE	TIME	EVENT
12/18/2016		First Advertisement
12/25/2016		Second Advertisement
01/04/2017	5:00 P.M.	Deadline to submit questions (RFI's)
01/11/2017	5:00 P.M.	Deadline to release responses by County to RFI's
01/18/2017	2:00 P.M.	Proposal due date
02/08/2017	10:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
02/22/2017	10:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
03/01/2017		Anticipated award date
03/21/2017		Anticipated contract consideration by the Board

-END OF SECTION-

SECTION XV. RFP CONTACT INFORMATION

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

Mrs. Olimpia Lonsdale
Highlands County Purchasing Department
4320 George Boulevard, Sebring, FL 33875-5803
Phone: (863) 402-6525; Email: olonsdal@hcbcc.org

-END OF SECTION-

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

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on Wednesday; January 4th, 2017 to the person identified in Section XV of this RFP. The County shall release responses by 5:00 P.M. EST on Wednesday; January 11, 2017.

-END OF SECTION-

SECTION XVII. SAMPLE CONTRACT

CONTRACT

This Contract (“Contract”) is made _____, 201__, by and between Highlands County, a political subdivision of the State of Florida (“County”) and _____, a _____ corporation (“Contractor”). In consideration of the mutual covenants to be performed by the Parties pursuant to this Contract, each Party hereby represents, warrants and agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor hereby agrees to provide the County with a Fire Assessment Fee Feasibility Study as described in subsection A of Section VI of Highlands County Board of County Commissioners’ (“Board”) RFP 17-022, which is included herein by this reference. Contractor shall report to Scott Canaday, County’s Community Safety Director (“Project Manager”) on all requirements of this Contract.

ARTICLE 2. TERM

Contractor shall commence providing the services and materials required by this Contract within fourteen (14) calendar days after receipt of the Purchase Order provided by the County. Contractor shall complete _____ within _____ [figures] (____) [in words] calendar days from the date the Purchase Order was issued by the County.

ARTICLE 3. CONTRACT PRICE

The amount that will be paid by the County to the Contractor for providing a fire assessment fee feasibility study as described in Article 1 of this Contract is \$_____ [in figures] (____) [in words].

ARTICLE 4. PAYMENT PROCEDURES

The Contractor shall submit the first (1st) invoice for forty percent (40%) of the Contract Price within ten (10) calendar days after execution of this Contract. The Contractor shall submit the second (2nd) and final invoice for sixty percent (60%) of the Contract Price within ten (10) calendar days after presentation to the Board following successful completion of the Scope of Work as described in Article 1 of this Contract to the satisfaction of the Project Manager.

Any payments made by the County to Contractor prior to the performance of services for which payment is made for the Fire Assessment Fee Feasibility Study that the Contractor does not provide or does not provide to the satisfaction of the Project Manager, shall be refunded by the Contractor to the County based upon the time remaining of the time period for which the payment was made.

Invoices shall be submitted in sufficient detail to ensure compliance with this Contract, to the Project Manager, who will determine if the services rendered are satisfactory. Payment(s) shall be made in accordance with the Board’s Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONTRACTOR

Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of County. All persons engaged in any of the work or services performed by or for Contractor pursuant to this Contract shall at all times, and in all places, be subject to Contractor's direction, supervision, and control as an employee of Contractor. Contractor shall exercise control over the means and manner in which its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Services performed by Contractor pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Contractor toward any third party.

ARTICLE 6. CONTRACTOR PERSONNEL

The Contractor shall not substitute any person for the person or persons identified in Contractor's Proposal dated _____ submitted to County (re: RFP No. 17-022 Relevant Firm Experience) attached hereto as Exhibit ___ and included herein by reference, or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in attached Exhibit _____ or any County approved replacement ceases to provide services pursuant to this Contract.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 8. INDEMNIFICATION

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

ARTICLE 9. INSURANCE

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

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

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

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

(d) Professional Liability / Errors and Omissions Insurance. Contractor shall have and maintain professional liability insurance with a limit of not less than \$1,000,000 and an aggregate limit of 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 this Contract. 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 this Contract.

9.2 Additional Requirements.

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 4320 George Blvd., Sebring, FL 33875-5803, by overnight delivery return receipt requested, hand delivery or confirmed facsimile FAX (863) 402-6735, thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

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

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

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

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

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

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION

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

ARTICLE 11. LAWS AND REGULATIONS

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

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES

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

ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES

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

ARTICLE 14. WORK PRODUCT

All reports, specifications, documents, plans, analyses and other data and work product developed by Contractor under this Contract shall become the property of County upon payment of the Contract Price without restrictions or limitations and shall be made available to County at any time upon its request.

ARTICLE 15. GOVERNING LAW AND VENUE

This Contract and all matters relating to the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT

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

ARTICLE 17. SUBCONTRACTORS

Contractor agrees that no subcontractors may be used pursuant to this Contract.

ARTICLE 18. PROJECT MANAGER

The County hereby designates the person having the following position as the Board’s Project Manager for this Contract. The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the Board.

Project Manager: Scott Canaday

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON

Except as provided in subsection 9.2(b) of Article 9 of this Contract, any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:

Highlands County Board of County Commissioners
6850 W. George Blvd.
Sebring, FL 33870
Attn: Scott Canaday, Project Manager

To Contractor:

Attn: _____

The Parties shall designate a contact person whom shall be the primary contact person for each Party:

The County: Scott Canaday, Project Manager

The Contractor: _____

ARTICLE 20. TAXES

County is a non-profit governmental operation and not subject to federal excise or state sales tax.

ARTICLE 21. BANKRUPTCY

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

ARTICLE 22. SURVIVAL

The Parties acknowledge that the respective obligations of Contractor and County under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

ARTICLE 23. WAIVER

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

ARTICLE 24. FAILURE TO PERFORM

Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of this Contract. Should the Contractor be unable to supply services or refuse to supply services according to the predetermined schedule agreed upon by the Contractor and the County, the County may use services and/or materials provided by another contractor. The difference in the contracted price of the services and that paid the new contractor for the services shall be charged to and paid by Contractor by set-off against any amount owed by the County to the Contractor or, if none, shall be paid by the Contractor to the County within twenty (20) days after being invoiced by the County.

ARTICLE 25. TERMINATION

Either Party may, upon providing ten (10) days written notice, terminate this Contract at any time, with or without cause, and if this Contract is terminated, the County shall be liable only for payment in accordance with the provisions of this Contract for the services performed prior to the effective date of termination, and the Contractor shall return any payment for services to be provided by Contractor after payment by County as provided in Article IV of this Contract, prorated over the period for performance for which the payment was made.

ARTICLE 26. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey, sublet or sell any portion of this Contract or performance thereof unless written consent is given, in advance, by the Project Manager.

ARTICLE 27. EQUAL OPPORTUNITY EMPLOYER

County is an Equal Employment Opportunity (“EEO”) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Contractor or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new state and federal EEO regulations.

ARTICLE 28. INVALID OR UNENFORCEABLE PROVISION

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

ARTICLE 29. PUBLIC ENTITY CRIMES STATEMENT

Contractor represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to County that neither Contractor nor agents, officers or employees of Contractor is on the convicted vendor list and that it is otherwise in compliance with the statute.

ARTICLE 30. MISCELLANEOUS PROVISIONS

- 30.1 Upon the occurrence of any event of default, all obligations on the part of County to make any further payments of funds pursuant to this Contract shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 30.2 In the event of legal proceedings to enforce the terms of this Contract the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.
- 30.3 Contractor certifies by signing this Contract that no Commissioner or employee of the Board has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor and Contractor's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Board.
- 30.4 Contractor shall cooperate fully with County in the scheduling and coordination of all phases of the Scope of Work.
- 30.5 Contractor shall report the status of performance of the Scope of Work to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Scope of Work open to the inspection of County and its authorized agents at any time.
- 30.6 County reserves the right to review the records of billings and services performed by the Contractor for County at any time during this Contract period. The Contractor shall provide County with copies of any records related to this Contract requested by County.

ARTICLE 31. EMPLOYMENT ELIGIBILITY VERIFICATION

- 31.1 Definitions. As used in this Article.
- (a) Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee
- i. Normally performs support work, such as indirect or overhead functions; and
 - ii. Does not perform any substantial duties applicable to the Contract.
- (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.
- (d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

31.2 Enrollment and verification requirements.

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

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

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

31.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (31.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

ARTICLE 32. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, Owner may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

ARTICLE 33. PUBLIC RECORDS COMPLIANCE

If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

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

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

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

ARTICLE 34. CHANGES/AMENDMENTS

This Contract constitutes the entire Contract between the Parties and supersedes any prior written or oral agreements. This Contract may not be changed except by written amendment signed by both Parties.

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

ATTEST:

HIGHLANDS COUNTY, a political subdivision of the
State of Florida
By its Board of County Commissioners

By: _____
Robert W. Germaine, Clerk

By: _____
Don Elwell, Chairman

ATTEST:

a _____ corporation

By: _____
Print Name: _____

By: _____
Print Name: _____

Approved as to Form

J. Ross Macbeth, County Attorney

Approved as to Administrative Policy

June Fisher, County Administrator

Approved as to Technical Provisions

Vicki Pontius, Director, Leisure Services

Approved as to Budgetary Requirements

Tim Mechling, OMB

Approved as to Purchasing Requirements

Danielle Gilbert, Purchasing Manager

Approved as to Risk/Indemnity Provisions

Sherri Bennett, Safety/Risk Management

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