



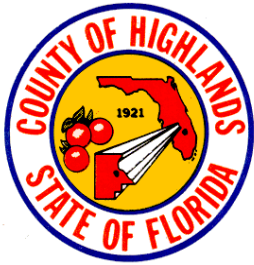
**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**  
***Purchasing Department***  
600 S. Commerce Ave.  
Sebring, FL 33870  
Purchasing Main Line: (863) 402-6500  
Purchasing Designated Contact: Kelli Bronson, Purchasing Analyst  
Direct Line: (863) 402-6528,

## **REQUEST FOR PROPOSAL**

**RFP No: 22-010-KSB Construction Manager at Risk for the Jail Expansion**

- x Pre-Solicitation Meeting: None Scheduled for this solicitation**  
**Location: N/A**
- ✓ Request for Information Deadline: Wednesday, August 16, 2023, prior to 5:00 PM**
- ✓ Submission Deadline: Tuesday, August 29, 2023, prior to 3:30PM**

**Advertised Date: Saturday, July 29, 2023 and August 5, 2023**



HIGHLANDS COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS (RFP) INVITATION

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

**RFP 22-010-KSB Construction Manager at Risk for the Jail Expansion**

Pursuant to Section 287.055, Florida Statutes (the “Consultants Competitive Negotiation Act” or “CCNA”), the Board of County Commissioners, Highlands County, Florida, and the Board of County Commissioners sitting as the Board of Supervisors of various Special Benefit Districts of Highlands County, Florida, hereby gives notice that it intends to one Construction Manager at Risk for work specified **RFP 22-010-KSB Construction Manager at Risk (CMaR) for the Jail Expansion**.

For this RFP, the Florida statutory guidelines 287.055, 255.103 and 255.20 shall apply, or as revised there in, between an agency and whereby the firm provides services to the agency for project(s) for work of as outlined in the contract required by the agency.

RFP with criteria, requirements, and other information, may be downloaded from our website: [www.highlandsfl.gov](http://www.highlandsfl.gov) or [www.vendorregistry.com](http://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.

Responses may be submitted by either: **Electronic submission** to the County website using VendorRegistry.com OR submitted in a **sealed and marked package**. with the name of the Respondent, RFP number, and title “**RFP 22-010-KSB Construction Manager at Risk (CMaR) for the Jail Expansion**” so as to identify the enclosed response. Each sealed marked response shall include the following: **one (1) all-inclusive original paper copy** (signed in blue ink), of the response, and **one (1) all-inclusive original, electronic copy** (Thumb drive) of the original response. Label file “22-010 Proposer Name” Proposals must be delivered to **Highlands County Purchasing Department, 600 S. Commerce Ave., Sebring, Florida 33870**, OR uploaded to the County website [WWW.HighlandsFL.Gov](http://WWW.HighlandsFL.Gov) via VendorRegistry.com, so as to reach said office no later than **3:30 P.M., Tuesday, August 29, 2023**, at which time they will be opened. Proposals 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 HR Manager at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: [hrmanager@highlandsfl.gov](mailto: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](http://www.highlandsfl.gov)

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## **SECTION 1 GENERAL TERMS AND CONDITIONS - CCNA**

1. DEFINITIONS: For purposes of this Request for Proposal (RFP), the following terms are defined as follows:

- 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
- 1.2. **Proposer** means the person or entity submitting a proposal in response to this RFP that meets the requirements set forth in the solicitation documents.
- 1.3. **Consultant** an individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, surveying or mapping in the State of Florida. May also be referred to as "Contractor."
- 1.4. **Contract/Agreement** An understanding between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance in accordance with the conditions of the agreement. Agreement and Contract are used synonymously.

2. RESERVATION OF RIGHTS:

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

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

- 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) 402-6832  
[HCBCCRECORDS@HIGHLANDSFL.GOV](mailto:HCBCCRECORDS@HIGHLANDSFL.GOV)**

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

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

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

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

- 5.1. **E-Verify Program:** Each response must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Respondent shall verify the employment eligibility of all employees including new employees hired by the Respondent during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.
- 5.2. **Indemnification Clause:** The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP. "The CMAr 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 CMAr, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CMAr 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 CMAr, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement."

**Florida Statutes, Section 725.6(2)**

Agreement for construction, alteration, repair or demo, including moving and excavation associated therewith, with an **architect, engineer, general contractor, subcontractor, subsubcontractor, or materialman or any combination thereof.**

**Florida Statutes, Section 725.08**

Agreement for planning, design, construction, administration, study, evaluation, consulting or other professional and technical support services furnished in connection with actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demo, excavation or other land, air, water or utility development

improvement with **an architect, landscape architect, land surveyor or mapper or engineer.**

- 5.3. **Sales and Use Tax:** The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
  - 5.4. 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.
6. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the HCBCC, or any of the public entities which will receive services related to this solicitation. All Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
7. PROPOSER/RESPONDENT:
- 7.1. Respondents must be an individual, firm, partnership, corporation, association, or other legal entity permitted by law to perform the described task(s) in the State of Florida.
  - 7.2. **Respondent/Prospective Vendor/Prospective Bidder** is hereby notified that Florida Statutes, Section 287.05701, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible **Respondent/Vendor/Bidder**.
  - 7.3. Successful Respondents shall not be allowed to substitute partnership or team members named in its response without the prior written permission of the County.
  - 7.4. The successful Respondents shall submit proof of Florida licenses and/or certifications as required by the County and State.
  - 7.5. Qualified vendors who will not be responding to this RFP are requested to notify the County and indicate why they are not proposing.
  - 7.6. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability, on the part of the Proposer, to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its proposal and to perform completely in accordance with its proposal. It shall be the Proposer's responsibility to educate themselves of the applicable laws, rules and regulations.
  - 7.7. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and may be further disqualified from bidding/proposing on any future requests for work, goods, or services for the County.
  - 7.8. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
  - 7.8. **Suspension Or Debarment:** By submitting a response, the Consultant 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.
  - 7.9. **Anti-Lobbing:** Proposers, their agents and associates shall not solicit any County Official,



employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section XV of this RFP for additional information and clarification.

#### 8. PREPARATION OF PROPOSAL:

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

#### 9. REQUEST FOR INFORMATION (RFI)/ADDENDA:

- 9.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the RFI Cut-off time and date listed on the cover page.
- 9.2. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department.
  - 9.2.1. Official documents are posted and available for download on the County's website, [www.highlandsfl.gov](http://www.highlandsfl.gov) and [www.VendorRegistry.com](http://www.VendorRegistry.com). Information obtained from other locations may not be complete and/or accurate.
  - 9.2.2. Any oral or other type of communication concerning this RFP shall not be binding.
- 9.3. All pages included in or attached by reference to this RFP shall be called and constitute the

Request for Proposals as stated on the front page of this RFP.

- 9.4. It is the sole responsibility of the Proposer to check the website for Addendums.
- 9.5. Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.
- 9.6. In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case-by-case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this RFP document with Addendums.
10. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: No exceptions to the scope of work will be authorized.

#### 11. JOINT PROPOSALS:

- 11.1. In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.

#### 12. RESPONSES RECEIVED LATE

- 12.1. It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Purchasing Division prior to or on the time and date stated.
- 12.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
- 12.3. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

#### 13. SELECTION PROCEDURE:

- 13.1. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- 13.2. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposer.

#### 14. TIE BREAKER: In case of a tie in scoring, the award will be made as follows:

- 14.1. **Step 1:** The Proposer that has the highest number of number 1 rankings shall be deemed ranked as the higher Proposer.
- 14.2. **Step 2:** Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings shall be the higher ranked Proposer.
- 14.3. **Step 3:** Upon the completion of steps 1 and 2 should a tie still remain the method used above

will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.

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

#### 15. CONTRACT NEGOTIATIONS AND EXECUTION:

- 15.1. Negotiation of contracts with Respondents will follow the order of ranking by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes. The Evaluation Committee may require selected Respondents to submit technical or other additional information related to its response during contract negotiations.
- 15.2. The County reserves the right to award continuing contracts to one or more proposers if it is deemed in the best interest of the County.
- 15.3. Procurement and contracting of all Professional Services shall conform to all policies of the Highlands County Board of County Commissioners, County ordinances, codes, and technical standards and State and Federal law and regulations including, but not limited to, 24 CFR, Part 85, and Section 287.055, Florida Statutes as applicable. Those contracts will include provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the Highlands County Board of County Commissioners.
- 15.4. After negotiations, contracts will be submitted to the County Administrator and Board Attorney for review prior to submittal to the Board. All reviewed contracts will be placed on a Board of County Commissioners' Agenda for its consideration.
- 15.5. The successful Respondent shall enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFP and the finalized contract and any resulting purchase order entered into pursuant to this RFP.

#### 16. ISSUANCE OF WORK AND LIMITATIONS:

- 16.1. Authorization Of Work:
  - 16.1.1. **Allowable Costs:** A determination of allowable costs will be performed for services rendered under any resulting contract from this solicitation.
  - 16.1.2. **Performance Evaluation:** A performance evaluation will be conducted upon the completion of each CSA or TOA by the County Project Manager and provided to the Consultant. Larger projects may require an interim evaluation. The performance evaluations will become public record.

#### 17. CONTRACT REQUIREMENTS:

Respondents contracting with the county shall:

- 17.1. **License/Certification:** Perform all professional services to current professional standards of the applicable discipline.
- 17.2. **Personnel:**
  - 17.2.1. Maintain an adequate staff of qualified personnel.

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

**17.3. Standard of Work:**

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

17.3.2. If, at any time during the contract term, the service performed, or work done by the Consultant is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant.

**17.4. Coordination of Work:**

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

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

**17.5. Change in Scope:**

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

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

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

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

**18. TERMINATION**

18.1. Any contract entered into pursuant to this RFP may be terminated by the Respondent upon 30 days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Contract through no fault of the Respondent. It may also be terminated by the County with or without cause upon 7 days written notice to the Respondent. Unless the Respondent is in breach of the Contract, the Respondent shall be paid for services rendered to the County through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Respondent shall.

18.1.1. Stop work on the date and to the extent specified.

18.1.2. Terminate and settle all orders and subcontracts relating to the performance of terminated work.

18.1.3. Transfer all work in process, completed work, and other material related to the terminated work to the County.

- 18.2. Continue and complete all parts of the work that have not been terminated.
- 18.3. The County reserves the right to cancel and terminate any contract entered into pursuant to this RFP in the event the Respondent or any employee or agent of the Respondent is convicted of any crime arising out of or in conjunction with any work being performed by the Respondent for or on behalf of the County. The County reserves the right to suspend the qualifications of the Respondent to do business with the County upon any such conviction. The County reserves the right to terminate any contract entered into pursuant to this RFP in the event the Respondent is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of Respondent's creditors. Upon termination of any contract entered into pursuant to this RFP, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under that contract shall be immediately turned over to the County by Respondent.

*-The remainder of page intentionally left blank-*

## **SECTION 2 INSURANCE**

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

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

into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.

- Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.

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

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

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

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

5.5. Renewal:

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

5.5.2. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

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### **SECTION 3 SPECIAL CONDITIONS**

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

#### **1. Award**

It is the intent of the County to award a Master Service Agreement for Construction Manager at Risk to one firm.

#### **2. Term**

The County's agreement(s) with the selected firm will be for CMAR services. To allow for the possibility for multiple facilities or project phases to be completed the agreement(s) will not exceed **three (3) years** from date of Notice of Recommended Award with the option to **renew for one (1) three (3) year period** unless otherwise terminated in accordance with the agreement. Any agreement executed, prior to the term expiration stated above, shall be in effect until project completion.

#### **3. Qualifications**

- a) Must be a State of Florida Certified General Contractor and is to provide proof of current general contractors' license(s) with their submittal.
- b) Firm must have been in business under the same name or EIN number for a minimum of 3 years. Provide the Sunbiz.org print-out for your EIN to qualify years in business.
- c) Firm must have Construction Manager at Risk (CMAR) experience. Will be confirmed utilizing Exhibit 1 Survey Questionnaire.
- d) The Firm is to have a minimum of \$10,000,000 bonding capability. Provide a letter of bond-ability from a Surety company, on the surety's letterhead, specifying and confirming your firm's bonding capability.

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## **SECTION 4 SCOPE OF WORK**

### **1.0 Introduction/Background**

Highlands County, a political subdivision of the State of Florida, is soliciting proposals from experienced and qualified construction management companies to work during the design, bid/award, construction and County occupancy phases with a County selected architectural/engineering firm on the design of a multi-phased conceptual Jail Master Plan followed by construction of the first phase of the Jail expansion effort for the Highlands County Jail Facility located at 338 South Orange St, Sebring FL 33870. The complete project budget for conceptual design and first phase construction cannot exceed \$10 million to include all site work and Furniture, Fixtures and Equipment. The construction phase must be 85% complete no later than November 1<sup>st</sup>, 2024.

Due to the unique characteristics and complexity of Detention Facilities, experience in the planning, design, and successful construction of this type of facility is an essential criterion for selection. As part of the proposal, proposers are required to submit statements of qualification and specific experience in Detention Facilities construction on projects completed within the past ten (10) years. The proposers must have a minimum prior experience building at least three (3) Detention Facilities of equal or greater scope and complexity.

Experience for these projects must be firm experience, i.e. the primary proposer must have served as the General Contracting firm. References, with appropriate contact information, are to be provided for those completed projects. The Highlands County purchasing department reserves the right to contact and verify previous project performance.

In 2006, the County created a long-term master plan for the Jail. Apart from updating portions of the fire suppression system, no significant progress has been made in addressing the expansion needs and concerns that were recommended as a part of that master plan. Additionally, the recent COVID-19 Pandemic has cast a new light on the many deficiencies and needs that the current Jail facility faces in its day-to-day operations. A detailed security audit and needs assessment will be available to the awarded bidder as a launching point for this design effort. Due to limited space and resources, it is anticipated that this project will be funded and constructed using a phased approach and that the design should consider a multistory building concept with the potential first phase focused on building out the bottom floor to address the most immediate needs. However, the County will welcome new and fresh ideas throughout the conceptual design phase of the master plan for how to best accomplish the project objective with the project funds available.

### **2.0 Objective**

The awarded bidder will work as an integral part of the design team to assist Highlands County Staff and their architectural/engineer firms in the design of a multi-phased conceptual plan for the Highlands County Jail followed by permit and construction ready design documents required for completing the first phase of the Master Jail expansion construction. The design should take into consideration all construction methods and yield a facility design with the proper fit and function required by the Highlands County Jail staff while also being cost conscious. Designing for staff efficiencies, operational safety, durability, and ease of maintenance shall be recognized as the key components in all aspects of the building design.

The successful respondents shall utilize an open book approach to the projects and provide pre-construction services and a guaranteed maximum price with full disclosure of actual costs to the County. Pre-construction responsibilities include, but are not limited to value engineering,

estimating, constructability reviews, associated meetings and conferences. Additionally, the successful companies shall provide construction phase services, consisting of, but not limited to, administrative services, construction, supervision and accepted accounting principles throughout the complete project(s).

The selection of the firm will be based upon criteria outlined herein under Evaluation of Proposals. Firms submitting must have Construction Manager-at-Risk (CMAR) experience for public entities.

The County reserves the right to solicit additional firms at any time during this period. When the fee for preconstruction phase services is agreed to by the County, a purchase order will be issued for the amount of the preconstruction phase fee. When the Guaranteed Maximum Price (GMP) is agreed to by the County, a contract amendment will be prepared and presented to the Board of County Commissioners for their approval. After approval, a purchase order will be issued for the amount of the GMP.

### **3.0 Process Summary**

- 3.1 Solicitation Process
- 3.2 Master Contract Award
- 3.3 Project Process

## **SECTION 5 SOLICITATION PROCESS**

### **1.0 Submittal**

Interested parties are invited to submit in a sealed package to the Purchasing Department:

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

The proposal submittal should be contained within a three (3) ring binder. The submission should be marked with the solicitation number, title and marked with the proposer's name and address. A "Sealed Proposal Label" is enclosed to be affixed to the outside of the submission. The submission is to be received by the Highlands County Purchasing Department, 600 S. Commerce Ave., 2<sup>nd</sup> Floor, Sebring, Florida 33870, prior to the designated date and time on the cover page of this solicitation, unless otherwise instructed.

### **OR**

- Electronic Submission: The Proposal is to be combined into one Adobe PDF document and uploaded to the County website via VendorRegistry.com. It is the Proposers responsibility to allow sufficient time to ensure the submission is completed.

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

Submittals should not contain information in excess of that requested, it must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the Evaluation Criteria. Proposals are to be printed single-sided in a minimum 10 font size. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a

complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness.

Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested.

PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Manager, substantially unreliable their proposal may be rejected.

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

**2.0 Evaluation Criteria** Each submittal should contain all requested documentation organized in the following manner:

**TAB 1. Executive Summary: (0 Points)**

- a) Company name, owner, address, telephone number, fax number & email address.
- b) State the number of years in business.
- c) State the number of full-time employees.
- d) Volume of work during each of the last five (5) calendar years.

**TAB 2. Approach to the Project (Maximum 30 Points)**

Define in detail the components of job specific pre-construction services and the responsibility of the Construction Manager for each component of this phase including budget estimating, value engineering, constructability recommendations and master project schedule.

- a) Detailed approach to the CM's competitive bidding for subcontracts, other cost of the work, general conditions cost summary, CM fee negotiations, GMP compilation, etc.
- b) Owner direct purchase and sales tax savings approach to the project.
- c) Approach to the management and construction of the project.
- d) CM's approach to quality workmanship and contract compliance control measures.
- e) Define approach used to encourage the utilization of Small and Minority business enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.

**TAB 3. Experience and Expertise, Personnel & Technical Resources (Maximum 30 Points)**

- a) Provide a minimum of three (3) and a maximum of five (5) similar CMAR projects performed for public entities within the last ten (10) years which best illustrate the experience, similar to this project to highlight project specific knowledge, of the Contractor and current staff. (Maximum of two (2) page only per project). For each project please provide:
  - a.1. Name and location of the projects.
  - a.2. The nature of the Contractor's responsibility on the projects.
  - a.3. Project Owner's representative name, address and phone number.
  - a.4. Date projects were completed or are anticipated to be completed.
  - a.5. Size of projects (gross S.F. and/or area of construction).
  - a.6. Cost of projects (construction cost).
  - a.7. Change Order Summary.
  - a.8. Work for which your staff was responsible.
  - a.9. Project manager, superintendent and other key professionals involved in the projects
- b) Provide an organizational chart of the firm's team highlighting the key individuals who will work on this project as identified above.

- c) Provide brief resumes of key personnel to be assigned to the project including, but not limited to the items in the list below. (Maximum one (1) page per resume.) Identify project related capability of in-house staff and indicate the adequate depth and abilities of the organization that it can draw upon as needed. This will include management, technical, and support staff. (Indicate whether office or field related.)
  - c.1. Name and title.
  - c.2. Job assignment for other projects.
  - c.3. Percentage of time to be assigned full time to this project
  - c.4. How many years with this Contractor.
  - c.5. How many years with other Contractors.
  - c.6. Experience:
    - c.6.1. Types of projects.
    - c.6.2. Size of projects (dollar value of project).
    - c.6.3. What were the specific project involvements?
- d) List degrees, certifications, and registrations.
- e) Provide Women or Minority Business Enterprise (W/MBE) certifications, if applicable.
- f) Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last ten (10) years.

**TAB 4. Scheduling and Cost Control (Maximum 30 Points)**

The Contractor's scheduling system and cost control system should be described. Methods for assuring subcontractors adherence to schedule should be highlighted.

- a) Describe the Contractor's use of computer-generated schedules for the management of construction.
- b) Indicate the level of detail to define schedules. Describe methods for managing the processing of shop drawings. Define means and methods for managing and responding to requests for Information (RFIs.)
- c) Indicate the Contractor's approach to project scheduling and coordination of subcontractors.
- d) Describe the Contractor's method for holding projects within budget. Provide one example.
- e) Attach a sample schedule that illustrates your overall scheduling capabilities. Attach sample of the cost control reports.
- f) Provide a written narrative regarding your approach to the project as it relates to cost control for items outside of the "cost of the work". Fees associated with this category are as follows; Preconstruction phase services, general conditions, CM fee and bond. Include fee percentages in your response as general information. Information regarding fee percentages are general in nature and are not considered as a final offer for a proposed contract.

**TAB 5. Timely Completions of Projects (Maximum 5 Points)**

- a) Describe the Contractors' current and future projected workload.
- b) Describe specifically the Contractors' daily ability to handle each aspect of the scope of services described herein.

**TAB 6. Surveys of Past Performance (5 Points)**

- a) Provide reference surveys from past clients for the projects identified under Tab 3.
- b) Completed surveys. (See Exhibit 1)

**TAB 7. Compliance forms and requested documentation.**

**3.0 EVALUATION PROCESS**

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

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

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

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

3.1 Evaluation Meeting

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

Tab 1	Executive Summary	0 Points
Tab 2	Approach to Project	30 Points
Tab 3	Experience and Expertise, Personnel & Technical Resources	30 Points
Tab 4	Scheduling and Cost Control	30 Points
Tab 5	Timely Completions of Projects	5 Points
Tab 6	Surveys of Past Performance	5 Points
Tab 7	Compliance forms and requested documentation	0 Points
<b>Total Points</b>		<b>100 Points</b>

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

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

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

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

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

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

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

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

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

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

4.4 Step 4: After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.

- 4.5 When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 4.6 If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

**SECTION 6 TENTATIVE SCHEDULE**

<b>DATE</b>	<b>TIME</b>	<b>EVENT</b>
<b>Saturday, July 29, 2023</b>		First Advertisement
<b>Saturday, August 5, 2023</b>		Second Advertisement
<b>None scheduled for this solicitation</b>		Pre-Proposal Meeting
<b>Wednesday, August 16, 2023</b>	5:00 P.M.	Deadline to submit questions (RFI's)
<b>Tuesday, August 29, 2023</b>	3:30 P.M.	Proposal due date
<b>Wednesday, September 13, 2023</b>	1:00 P.M.	Review/Ranking of Proposals by the Evaluation Committee
<b>Wednesday, September 27, 2023</b>	1:00 P.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
<b>Wednesday, October 4, 2023</b>		Anticipated award date
<b>Tuesday, November 7, 2023</b>		Anticipated contract consideration by the Board,
<i>Dates are subject to change.</i>		

**SECTION 7 MASTER CONTRACT AWARD**

**1.0 SAMPLE MASTER CONTRACT FOR CONTINUING SERVICES**

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

**2.0 CONTRACT NEGOTIATIONS**

- 2.1 If a Proposer is selected, the user Department, and Procurement, with the assistance of the County Administrator or their designee, shall negotiate an Agreement with the selected Proposer.
  - 2.1.1 Negotiate reasonable fees for:
    - 2.1.1.1 Preconstruction Services
    - 2.1.1.2 General Conditions
    - 2.1.1.3 CM Fee (Overhead and Profit)
    - 2.1.1.4 General Liability Insurances
    - 2.1.1.5 Subcontract bonds
    - 2.1.1.6 Performance and Payment bonds
- 2.2 If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Evaluation Committee that contract negotiations with the Proposer have terminated. Contract negotiations with the next-highest-ranked Proposer will be implemented, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.
- 2.3 After contract negotiations with a Proposer are successfully completed the Project Manager shall recommend to the Board of County Commissioners that award a contract to the Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether the County shall enter into an Agreement with a Proposer.

## **SECTION 8 PROJECT PROCESS**

### **3.0 Pre-construction Phase**

- 9.1. **Prime Goal:** During the Pre-construction Phase, the CMAR shall assist the County and the Design Professional (DP) in developing an optimum, minimum risk and buildable design for the Project(s). During the Pre-construction Phase, the County, the DP, and the CMAR shall develop and complete a design for the Project that meets the County's needs and is within the portion of the County's Project Budget available for payment of costs of the construction work. During the Pre-construction Phase, the CMAR shall be paid a Pre-construction Phase Services Fee.
- 9.2. **Services:** The CMAR shall meet with the County to determine the schedule of meetings and the work required to provide value engineering. Services provided during the Pre-construction Phase of the project should include, but not limited to:
  - 9.2.1. Consulting with, advising, assisting, and making recommendations to the County and the DP.
  - 9.2.2. Reviewing all plans and specifications as they are being developed and making recommendations with respect to construction feasibility, availability of material and labor, and time requirements for procurement and construction.
  - 9.2.3. Projected costs; developing, reviewing, and refining the Project's budget estimates based on the County's program and other available information.
  - 9.2.4. Making recommendations to the County and the DP regarding the division of work in the plans and specifications to facilitate the bidding process and awarding of contracts.
  - 9.2.5. Soliciting the interest of capable contractors and taking bids on the Project and analyzing the submissions received.
  - 9.2.6. Preparing and maintaining a progress schedule during the Pre-construction Phase of the project and the preparation of a proposed construction schedule.
- 9.3. The following milestones shall be completed in the Pre-construction Phase before the Project can progress to the Construction Phase.
  - 9.3.1. The CMAR and County shall agree on a Guaranteed Maximum Price (GMP.)
  - 9.3.2. The CMAR and County shall execute the Construction Contract with all attachments and exhibits.
- 9.4. The CMAR shall not commence construction activities during the Pre-construction Phase.
- 9.5. The CMAR shall have no basis of claim against the County if the County elects to terminate or not construct the Project for any reason or at any time during the Pre-construction Phase. The County shall not be obligated to have the CMAR construct the Project nor shall the CMAR assume to have any rights to construct the Project.

### **10. Construction Phase**

- 10.1. **Prime Goal:** During the Construction Phase, the CMAR shall successfully complete the Project in accordance with the Construction Documents and within the Guaranteed Maximum Price (GMP).
  - 10.1.1. Services provided by the CMAR during the Construction Phase of the Project shall include, but not be limited to:
    - 10.1.1.1. Maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the sub-contractors on the Project.
    - 10.1.1.2. Directing the work as it is being performed for general conformance with working drawings and specifications.
    - 10.1.1.3. Establish and implement procedures for the coordination among the CMAR, County, Design Professional, and sub-contractors with respect to all aspects of the Project.
    - 10.1.1.4. Maintain a record of local hires and hours worked as requested by the County.
    - 10.1.1.5. Maintain job site records and producing appropriate progress reports.

- 10.1.1.6. Implement a labor policy in conformance with the requirements of the County.
- 10.1.1.7. Review and provide recommendations regarding the safety and equal opportunity programs of each sub-contractor for conformance with the County's policies.
- 10.1.1.8. Review and process all pay applications and invoices for payment by involved sub-contractors and material suppliers in accordance with the terms of the Contract.
- 10.1.1.9. Make recommendations, process, and maintain records of requests for changes in the work through change orders.
- 10.1.1.10. Schedule and conduct regularly scheduled and non-scheduled job-related meetings to ensure orderly progress of the work. Provide meeting minutes for each meeting.
- 10.1.1.11. Develop and monitor the project progress schedule, coordinate, and expedite the work of all contractors, and provide periodic status reports to the County and the DP.
- 10.1.1.12. Establish and maintain a cost control system.
- 10.1.1.13. Conduct meetings to review costs.

## **11. Guaranteed Maximum Price and GMP Schedule**

- 11.1. The CMAR, with the assistance of the DP, shall commit to a Guaranteed Maximum Price (GMP) for all construction related activities regarding the Project. The contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price. The project will be Open Book. All savings, including unused contingency, shall be returned to the County. The County reserves the right to request an alternative item for Furniture, Fixtures & Equipment (FF&E), which the County may ask to be included in the GMP. The County shall accept or reject this alternative item prior to finalizing the GMP. The CMAR shall competitively select all construction sub-contracts and other work appropriate for competitive selection using cost and other factors.
- 11.2. No Construction Work shall commence until a GMP for the entire construction work is mutually agreed upon in writing and formally executed by both the CMAR and County.
- 11.3. At a time determined by the County and the CMAR, but no later than the conclusion of the Pre-construction Phase, the CMAR shall propose a GMP for the construction of the entire Project. The proposed GMP shall not exceed the amount within the County's project budget available for cost of the construction work.
- 11.4. The CMAR shall also submit a detailed construction schedule for all construction work related to the successful, expeditious, and practicable completion of the Project. The schedule shall be consistent with any previously issued schedules approved by the County and shall not exceed time limits established in the Construction Phase Contract Documents. The schedule shall incorporate all construction work for the Project to the extent required by the CMAR Pre-construction Phase Contract Documents and the CMAR Construction Phase Contract Documents, if and when the latter are executed.

## **12. Negotiated Items**

- 12.1. Any item not outlined in the CMAR Scope of Services may be subject to negotiations between the County and the CMAR.
- 12.2. If a fee for the Pre-construction Phase Services Contract cannot be agreed upon then the County is under no obligation to award a Pre-construction Phase Services Contract to the CMAR and may move to the next CMAR candidate on the selection list.
- 12.3. If a Guaranteed Maximum Price cannot be agreed upon then the County is under no obligation to award a Construction Management Services Contract to the CMAR and may move to the next CMAR candidate on the selection list.
- 12.4. All materials or plans, regardless of format or media used, created under the Pre-construction Phase shall be and remain the property of the County.



**13. Bond/Surety (Construction)**

- 13.1. Bonding/Surety is required for construction projects over \$200,000.00 unless otherwise noted. Additionally, the Purchasing Department may require a Payment and Performance bond when it is deemed to be in the best interest of the County to ensure that the contract is carried out in accordance with the applicable specifications and at the agreed contract price.
- 13.2. Payment and Performance bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida shall be required. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the performance under such Contract.
  - 13.2.1. A Payment and Performance bond must be properly executed, by the Surety Company and CMAR, and recorded with the Highland County Clerk of Court, within **seven calendar days** after notification by Highland’s County of the approval to award the Contract.
  - 13.2.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 13.3. Only bond form(s) may be accepted.
- 13.4. **Personal Checks are not acceptable as a Bid Security.**
- 13.5. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bond ability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

**14. Liquidated Damages (construction)**

- 14.1. Liquidated Damages will be negotiated with the awarded vendor for inclusion in the Construction Phase GMP amendment to the Agreement/Contract.
- 14.2. Liquidated Damages shall be negotiated between the County and the awarded Contractor resulting in the mutually agreed upon liquidated damages table being added to the contract. The following Liquidated damages table shall serve as a guideline for negotiations. Liquidated damages will be based on the entire project amount per calendar day for example as shown in the table below:

<b>Estimated Project Cost Over</b>	<b>Estimated Project Cost But Less than</b>	<b>Daily Charge Per Calendar Day</b>
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,500,000.00	\$1,500.00
\$2,500,000.00	\$5,000,000.00	\$2,400.00
\$5,000,000.00	\$10,000,000.00	\$3,300.00
\$10,000,000.00	\$15,000,000.00	\$4,600.00
\$15,000,000.00	\$20,000,000.00	\$4,300.00
\$20,000,000.00 over		\$5,700.00 plus .00005

**15. Permits (construction)**

- 15.1. Unless otherwise specified herein, the Contractor will secure and pay for all permits, impact fees, and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the Contractor.
- 15.2. The Contractor will also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 15.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 15.4. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of permits and fees to be paid by the Contractor to complete the scope of work as described herein. This list does not relieve the successful proposer/bidder/vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
- 15.5. Permits obtained by the Contractor will be reimbursed at cost, no mark-up.

**16. Construction Manager at Risk Requirements**

- 16.1. Upon the award of a Construction Management Services Contract, the CMAR shall be contracted with the County to furnish his or her skill and judgment in cooperation with, and reliance upon, the services of the DP. CMAR will assist the County and DP in the management and administration of the Project. The County shall at all times retain complete contractual control of all prime CMAR and DP contracts, project funds, and disbursements.
- 16.2. The CMAR shall furnish administration and management of the construction process and other specified services to the County. The CMAR shall perform his or her obligations in an expeditious and economical manner consistent with the interests of the County. If it is in the County's best interest, the CMAR shall provide or perform basic services for which reimbursement shall be provided in the general conditions to the Construction Management Services Contract.
- 16.3. The CMAR will comply with all County, County, State, and Federal regulations, ordinances, and laws as they apply to the assigned Project.
- 16.4. Ancillary Technical Services: The County may request that the CMAR perform Ancillary Technical Services that shall include, but not be limited to:
  - 16.4.1. Geo-technical, soil investigation, material and acceptance testing, and/or subsurface investigation services.
  - 16.4.2. Land Surveying.
  - 16.4.3. Other testing and consultant services that are determined by the County to be required for the assigned Project.
- 16.5. Self-perform: The selected Proposer, at the County's discretion, may only be allowed to self-perform 25% or less of the overall project. The remaining 75% must be bid among subcontractors.
  - 16.5.1. If the Proposer discovers that self-performed services are more economically beneficial to the County, then they may exceed the 25 % requirement with approval of the County.
  - 16.5.2. If the CMAR receives one or less bids from subcontractors in a selected specialty or field, then the CMAR may exceed the 25% self-performance with approval of the County.

*-The remainder of page intentionally left blank-*

**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	
<b>LOCAL COMPLIANCE FORMS</b>		
Proposal Form, include acknowledgement of all addenda, signed.	YES	NO
Drug-Free Workplace Certification	YES	NO
Public Entity Crimes Sworn Statement	YES	NO
Discrimination Certification	YES	NO
Scrutinized Companies Certification	YES	NO
E Verify Certification	YES	NO
Truth in Negotiations Certification (required with the successful firm)	YES	NO
Authorized Signatories/Negotiators	YES	NO
Schedule of Subcontractor(s) identifying potential W/MBE	YES	NO
<b>REQUESTED DOCUMENTATION</b>		
Letter of Bondability from Surety		
Survey Questionnaire (Exhibit 1)	YES	NO
Sunbiz.org Print out for Proposer FEI/EIN Number	YES	NO
Licenses, Certifications	YES	NO
Women / Minority Business Enterprise Certification	YES	NO
Acord Insurance Form (sample copy COI from proposer)	YES	NO
One (1) Original Submission Package, PAPER COPY) and one (1) exact electronic copy, on thumb drive, of the Submission package. Label file “22-010 Proposer Name” <u>OR</u> Upload one (1) all-inclusive adobe file of the Submission package to the County Website via VendorRegistry.com. Label file “22-010 Proposer Name”	YES	NO
Sealed Submittal Label (affix to outside of submittal package)	YES	NO
Statement of No Bid, if applicable	Yes	No

PROPOSAL SUBMITTAL FORM



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

SOLICITATION IDENTIFICATION: **RFP 22-010-KSB**  
 SOLICITATION NAME: **Construction Manager at Risk for the Jail Master Plan and Expansion**

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name and Title

Proposer's Address 1

Proposer's Address 2

Contact's Name and Title (Print)

Contact's E-mail Address

Contact's Phone Number

Dun's Number

Employer Identification Number/Federal Employer Identification

**ACKNOWLEDGEMENT OF ADENDA** Proposer represents that:

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

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 herby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: \_\_\_\_\_ 20 \_\_\_\_\_

PROPOSER NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
Proposer's Authorized Representative (Seal)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

*-The 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")

2. CERTIFICATION

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

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

PUBLIC ENTITY CRIMES FORM

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

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

STATE OF FLORIDA } ss

COUNTY OF \_\_\_\_\_ }

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

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

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

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

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

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

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

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

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

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

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

On \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



DISCRIMINATION FORM

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

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

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

by

[Print individual's name and title]

for

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

whose business address is \_\_\_\_\_ and

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

2. CERTIFICATION

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

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

by \_\_\_\_\_

[Print individual's name and title]

for \_\_\_\_\_

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

whose business address is \_\_\_\_\_ and

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

2. CERTIFICATION

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

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Florida

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

E-VERIFY FORM

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

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

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

by

[Print individual's name and title]

for

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

whose business address is \_\_\_\_\_ and

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

2. CERTIFICATION

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

Bidder's E-verify Company ID #: \_\_\_\_\_

**THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

TRUTH IN NEGOTIATION CERTIFICATION

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

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

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

\_\_\_\_\_  
Name of Consultant

By: \_\_\_\_\_

\_\_\_\_\_  
Date

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.*



SCHEDULE OF SUBCONTRACTOR(S)  
**RFP 22-010-KSB Construction Manager at Risk (CMaR) for the Jail Expansion**

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

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

**EXHIBIT 1 DETAILED INSTRUCTIONS  
HOW TO PREPARE AND SEND PERFORMANCE SURVEYS**

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

**Preparation and Sending the Survey**

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

Procurement will only use those identified under Tab 3. Any additional surveys included will be informational only.

The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 8

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Polk County).
CLIENT CONTACT	First and last name of the person who will answer customer survey questions.
PHONE NUMBER	Current phone number for the client (including area code).
EMAIL ADDRESS	Current email address for the client.
CONTRACTOR/FIRM NAME	Proposer's name
PROJECT NAME	Name of the project (CMAR Services for Polk County Fire Station), Etc.
COST OF SERVICES	Cost of services. (CMAR fees)
CONSTRUCTION COST	Cost of Construction (GMP) not including CMAR Services
DATE COMPLETE	Date when the services were completed. (e.g. 5/31/2017)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

6. County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**EXHIBIT 1: SURVEY QUESTIONNAIRE**

**RFP 22-010-KSB, Construction Manager at Risk (CMaR) for the Jail Expansion**

Customer providing survey by:

\_\_\_\_\_  
Client Contact (Name of Person completing survey)

\_\_\_\_\_  
Name of Client Company

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Contact Email

Name of Contractor/Firm being surveyed:

\_\_\_\_\_  
Contractor/Firm Name

Project performance evaluation:

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Address

\_\_\_\_\_  
Cost of CMAR Services

\_\_\_\_\_  
Construction Cost

\_\_\_\_\_  
Date Complete (or projected completion)

Confirm this project was a CMaR process

Yes

No

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Submission of documentation: accurate and timely (Task Authorizations, Pay Applications, etc.)	(1-10)	
14	Input of value-added methods or material	(1-10)	

\_\_\_\_\_  
Printed Name of Client Contact

\_\_\_\_\_  
Signature of Client Contact

Please fax or email the completed survey to: \_\_\_\_\_

(CMAR Firm Information)



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: Kelli Bronson, Purchasing Analyst  
(863) 402-6528

**PLEASE PRINT CLEARLY**



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

SOLICITATION NO.: **RFP 22-010-KSB**

SOLICITATION TITLE: **Construction Manager at Risk (CMaR)  
for the Jail Expansion**

DATE DUE: **Tuesday, August 29, 2023**

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, 2<sup>nd</sup> Floor **Attn: Kelli  
Bronson**  
600 South Commerce Avenue  
Sebring, Florida 33870



***Note: submissions received after the time and date  
above will not be accepted.***

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



**STATEMENT OF NO BID  
ITB 22-010-KSB  
Construction Manager at Risk (CMaR) for the Jail Expansion**

We, the undersigned, have declined to bid

- Specifications too “tight”, i.e., geared toward one brand or manufacturer only
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or services
- Unable to meet specifications
- Unable to meet Bond requirements
- Specifications unclear (explain how)
- Unable to meet Insurance requirements
- Remove us from your “Bidders List” altogether
- Other (specify below)

Remarks:

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Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_