

**RFP REGISTRATION**

**You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor’s responsibility to verify if addenda have been issued.**

RFP Number and Title: 19-526, Construction Manager – At Risk – New Northeast Polk County Government Center.

Description: Select a qualified Contractor to provide Construction Management at Risk (CMAR) services for the preconstruction and construction phase services of the New Northeast Polk County Government Center.

Receiving Period: Prior to **2:00 p.m., Wednesday, May 15, 2019**

Bid Opening: **Wednesday, May 15, 2019 at 2:00 p.m.** or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: A **MANDATORY** pre proposal meeting will be held **Tuesday, April 23, 2019, 10:00 a.m.** at the Polk County Procurement conference room, located at 330 W. Church St, Room 150, Bartow, FL 33830. An authorized representative or agent of the Proposer must be present at this meeting in person or via conference call, as evidenced by their signature on the meeting’s sign-in sheet, or the Proposer’s Proposal will be considered non-responsive. Those attending via conference call will be added to the sign in sheet by the Procurement office during the conference call. The conference call in number is (863) 534-6799.

Questions regarding this RFP must be in writing and must be sent to Carlos Baez, Procurement Analyst, via email at carlosbaez@polk-county.net or via fax at (863) 534-6789. All questions must be received by, **Friday, May 3, 2019, 4:00 p.m.**

**RFP REGISTRATION**  
**FAX THIS FORM BACK IMMEDIATELY**  
**FAX: (863) 534-6789**

Carefully complete this form and email or fax it to the Procurement Division. You must submit one form for each RFP that you are registering for.

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

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the RFP where requested.

**SEALED RFP • DO NOT OPEN**

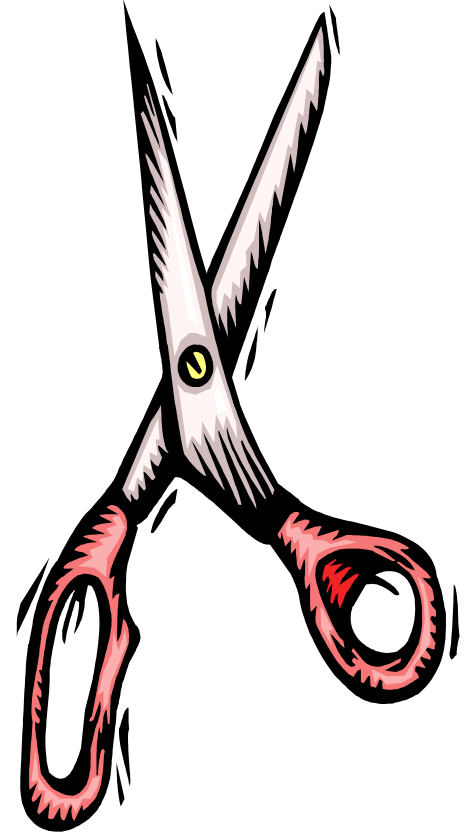
SEALED RFP NO.: 19-526, Construction Manager – At Risk – New Northeast Polk County Government Center

RFP TITLE: Construction Manager – At Risk – New Northeast Polk County Government Center

DUE DATE/TIME: Wednesday, May 15, 2019, prior to 2:00 p.m.

SUBMITTED BY: \_\_\_\_\_

DELIVER TO: PROCUREMENT DIVISION  
330 West Church Street, Room 150  
Bartow, Florida 33830



# POLK COUNTY

Procurement Division  
Fran McAskill  
Procurement Director

## REQUEST FOR PROPOSAL 19-526 Construction Manager – At Risk New Northeast Polk County Government Center

Sealed proposals will be received in the Procurement Division, **Wednesday, May 15, 2019, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the “RFP”). The failure of a responding proposer (a “Proposer”) to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the “County”) which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County’s website at <https://www.polk-county.net/procurement/procurement-bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a “Proposal”) to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Carlos Baez, Procurement Analyst, via email at [carlosbaez@polk-county.net](mailto:carlosbaez@polk-county.net) or via fax at (863) 534-6789. All questions must be received by **Friday, May 3, 2019, 4:00 p.m.**

***Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.***

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, Florida 33830**

## **INTRODUCTION/BACKGROUND**

The intent of this Request for Proposal (RFP) is to select an experienced Contractor to provide Construction Management At Risk (CMAR) services for the preconstruction, including the preparation and submission of a guaranteed maximum price (GMP), and construction phase services for a New Northeast Government Center, site development, storm water systems, utility service construction and connections, accompanying access entrance drives, surface parking areas, and landscaping.

Furthermore, the County is seeking proposals from experienced and qualified Construction Management companies to work with the selected Design Consultant through the design, preconstruction phase services (inclusive of bid/award), and construction phase. Companies that are not experienced in providing CMAR services will not be considered for selection. It is the intent of the County to select and negotiate a CMAR agreement with one CMAR company as the prime contractor. The County will negotiate a fee schedule for the selected CMAR Company once a RFP selection committee recommendation has been approved by the Board of County Commissioners.

All services must be performed in accordance with applicable Federal, State and Local regulations.

## **PURPOSE AND SCOPE**

The successful respondent shall utilize an open book approach to the project, resulting in a fixed cost and provide a GMP with full disclosure of actual costs to the county. Other responsibilities include value engineering, constructability reviews and recommendations; attend design and other applicable conferences, pre-bid meetings, pre-award meetings, and construction progress meetings. The successful company shall also provide administrative services, supervision and accepted accounting principles throughout the complete project.

The selection of the CMAR Contractor will be based upon criteria outlined herein under Evaluation of Proposals. Contractors submitting must have CMAR experience. The county's agreement with the selected Contractor will be a job specific contract for CMAR services for the project. When the fee for pre-construction phase services is agreed to by the Facilities Division, a purchase order will be issued for the amount of the pre-construction phase fee. When the GMP is agreed to by the Facilities Division, an Agenda Item will be presented to the Board of County Commissioners for their approval. After GMP approval, a purchase order will be issued for the amount of the GMP.

All work must be performed in accordance with applicable Federal, State and Local regulations.

The CMAR services will include, but are not limited to, the following work categories necessary to permit and construct the new Buildings:

- a. Attend and participate in all design progress/review meetings.
- b. Participate in all Buildings modeling reviews and reporting.
- c. Provide GMP estimating for schematic design (SD), design development (DD), and construction document (CD) level design documents.
- d. Provide constructability design reviews and reporting.
- e. Provide value engineering design reviews and reporting.
- f. Provide master project scheduling and reporting services.
- g. Attend all pre-bid meetings.
- h. Provide competitive subcontracting bidding services.
- i. Schedule and coordinate all bid openings.
- j. Provide bid tabulation results and a GMP.
- k. Provide all Buildings permitting services.
- l. Provide all construction services.
- m. Provide demolition services.
- n. Coordinate and attend all construction progress coordination meetings.
- o. Coordinate and participate in all closeout documentation requirements and meetings.
- p. Provide all warranty services.

## **QUALIFICATIONS**

1. Prime contractor must be a State of Florida Certified General Contractor and should provide proof of current general contractors' license(s) with their submittal
2. Prime contractor must have been in business under the same name or EIN number for a minimum of 10 years.
3. Bidders must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful bidders
4. Prime contractor must have CMAR experience.

## **SPECIAL INSTRUCTIONS:**

A **MANDATORY** pre-proposal meeting will be held on **Tuesday, April 23, 2019 at 10:00 a.m.** in the Procurement conference room, located at 330 W. Church St. Bartow, FL 33830.

The Estimated total cost for this project is \$21.2 million, with estimated construction at \$16 million.

It is anticipated that the design and permitting phase will take six (6) months and the construction phase will take twelve (12) to fourteen (14) months.

## **AGREEMENT**

The term of the resulting master service agreement will be negotiated as part of Elevation Level 4, contract negotiations.

## **SUBMITTAL**

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. 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. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

### **Tab 1, Executive Summary:**

(Items a-e: Maximum two (2) pages)

- 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.
- e) Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last ten (10) years.

### **Tab 2, Approach to the Project (30 Points)**

(Maximum three (3) pages)

- a) 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.
- b) 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.
- c) Owner direct purchase and sales tax savings approach to the project.

- d) Approach to the management and construction of the project.
- e) CM's approach to quality workmanship and contract compliance control measures.

**Tab 3, Experience and Expertise, Personnel & Technical Resources (25 Points)**

- I. Provide a minimum of three (3) and a maximum of five (5) similar CMAR projects performed for public entities which best illustrate the experience of the Contractor and current staff. (List no more than five (5) projects completed within the last ten (10) years.) (Maximum of one (1) page only per project). For each project please provide:
  - a) Name and location of the projects.
  - b) The nature of the Contractor's responsibility on the projects.
  - c) Project Owner's representative name, address and phone number.
  - d) Date projects were completed or are anticipated to be completed.
  - e) Size of projects (gross S.F. and/or area of construction).
  - f) Cost of projects (construction cost).
  - g) Change Order Summary
  - h) Work for which your staff was responsible.
  - i) Project manager, superintendent and other key professionals involved in the projects.
- II. Provide an organizational chart of the firm's team highlighting the key individuals who will work on this project as identified above.
- III. 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.)

- a) Name and title.
- b) Job assignment for other projects.
- c) Percentage of time to be assigned full time to this project.

- d) How many years with this Contractor.
- e) How many years with other Contractors.
- f) Experience:
  - 1) Types of projects.
  - 2) Size of projects (dollar value of project).
  - 3) What were the specific project involvements?
- g) List degrees, certifications, and registrations.

#### **Tab 4, Scheduling and Cost Control (20 Points)**

(Maximum three (3) pages plus the sample schedule)

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 (RFI's) and Architect's Supplemental Instructions (ASI's).
- 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 for a project of this size. Information regarding fee percentages are general in nature and are not considered as a final offer for a proposed contract.



### **Tab 5, Is the Contractor a “Polk County Entity”? (5 Points)**

- If the Contractor is a Polk County Entity then five (5) points will be allocated for this tab
- Provide documentation of the Contractors’ headquarters and local offices, if any, and the amount of time the Contractor has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
- The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

### **Tab 6, Is the Contractor a “Certified Woman or Minority Business Enterprise”? (5 Points)**

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our Contractors to utilize W/MBE sub-contractors where at all possible, irrespective of a company’s certification status.
- If the Contractor is a Woman or Minority owned business then five (5) points will be allocated for this tab.
- Proposers will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer has a certified W/MBE status, provide documentation of the Contractors’ certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County’s Purchasing Procedures. Polk County’s Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:

- Valid W/MBE Certification from one of the following:
  - Florida Minority Supplier Development Council
  - Women Business Enterprise National Council
  - The State of Florida Office of Supplier Diversity
  - Florida Department of Transportation
  - U. S. Small Business Administration
  - Federal Aviation Authority
  - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

**Tab 7, Timely Completions of Projects (5 Points)**

- Describe the Contractors’ current and future projected workload. Describe specifically the Contractors’ daily ability to handle each aspect of the scope of services described herein. **(Limit response to two (2) pages maximum)**

**Tab 8, Surveys of Past Performance (10 Points)**

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. **(See Exhibit 1)** Procurement will take the average of all surveys and score as follows:
  - Average Score between 9-10    10 Points
  - Average Score between 7-8    8 Points
  - Average Score between 5-6    6 Points
  - Average Score between 3-4    4 Points
  - Average Score between 1-2    2 Points
  - Average Score of 0            0 Points

**SUBMITTAL OF PROPOSALS**

Interested parties are invited to submit one (1) original marked **ORIGINAL** and five (5) copies marked **COPY** of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled “**RFP 19-526, Construction Manager – at Risk – New Northeast Polk County Government Center**” and marked with the proposers name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, FL 33830**

The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, May 15, 2019.**

The delivery of the response on the above date and prior to the specified time is solely the responsibility of the proposer.

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

## **EVALUATION CRITERIA AND SELECTION PROCESS**

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

The County shall appoint a selection committee (the "Selection 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 Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

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

### **Elevation Level 1 (Procurement Requirements Assessment)**

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.
- Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- If four or fewer Proposals have been received, the Selection Committee may determine at their discretion, to combine Elevation Level 2 with Elevation Level 3, Proposer Interviews. If the Selection Committee chooses this option, the interviews will occur first and the scoring of Proposers will occur in the sunshine following the interviews. Please refer to Elevation Level 3, for further detail.
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 or Elevation Level 3, to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

## Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

• Local (Tab 5)	5 points
• W/MBE Certification (Tab 6)	5 Points
• Surveys of Past Performance (Tab 8)	<u>10 points</u>
Subtotal Points	20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

• Approach to Project (Tab 2)	30 Points
• Experience and Expertise (Tab 3) Personnel and Technical Resources	25 Points
• Scheduling and Cost Control (Tab 4)	20 Points
• Timely Completion of Projects (Tab 7)	<u>5 Points</u>
Subtotal Points	80 Points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

**EXCELLENT (1.0):** *Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an *exceptional* and *superior* degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

**VERY GOOD (0.8):** *To a high degree; better than or above competent and/or skillful.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

**GOOD (0.6):** *Having positive or desirable qualities; competent; skilled; above average.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

**FAIR (0.4):** *Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.*

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

**POOR (0.2):** *Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.*

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

**UNACCEPTABLE (0.0):**

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board approval to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

### **Elevation Level 3 (Proposer Interviews)**

The Selection Committee may conduct interviews of the Proposers that it has elevated from either Elevation Level 1 or Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's written Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Written Proposal, Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

If Proposers were elevated from Elevation Level 2, Selection Committee Evaluation, after the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, 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. After Board approval to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

If Proposers were elevated from Elevation Level 1, Proposer Requirements Assessment, they will score proposers in accordance with Elevation Level 2, Selection Committee

Evaluation, based upon Proposer RFP responses, Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

Procurement will confirm the calculations for the final score for each Proposal and interview. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest points as the highest-ranked Proposal. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-scored 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.

#### **Elevation Level 4 (Contract Negotiations)**

If a Proposer is elevated to this level, the user Division, and Procurement, with the assistance of the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

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 Selection Committee that contract negotiations with the elevated Proposer have terminated. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, 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.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such 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.

## **ATTENTION PROPOSERS**

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<https://www.polk-county.net/procurement/vendor-registration>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.



## **GENERAL CONDITIONS**

### **COMMUNICATIONS**

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

### **INSURANCE REQUIREMENTS**

The selected Contractor, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$3,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

## **INDEMNIFICATION**

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

## **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

## **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Contractors that do business with the County to have a vigorous affirmative action program.

## **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

## **AFFIRMATION**

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Contractor or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

## **DEVELOPMENT COSTS**

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

## **ADDENDA**

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

## **CODE OF ETHICS**

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

## **APPLICABLE LAWS AND COURTS**

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

## **CONTRACT**

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Contractors which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

## **PROPOSAL ACCEPTANCE PERIOD**

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

## **ADDITION/DELETION**

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

**INVOICING AND PAYMENT:** The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. The proposer's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

## **PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are **required to identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

## **REVIEW OF PROPOSAL FILES**

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

**RFP PROTEST:** Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

**FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.**

## **UNAUTHORIZED ALIEN(S)**

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Contractor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1-888-464-4218**.

## **LIMITATIONS**

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

**ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

## **PUBLIC RECORD LAWS**

- a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request

and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records required by the County to perform the services required under this Agreement;
- 2) upon request from the County's Custodian of Public Records or his/her designee, 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- 4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:  
RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.**

**BARTOW, FL 33830**

**TELEPHONE: (863) 534-7527**

**EMAIL: [JOHNATHANSIMS@POLK-COUNTY.NET](mailto:JOHNATHANSIMS@POLK-COUNTY.NET)**

**Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s).

- i. By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
  - ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
    - a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
    - b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
    - c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
    - d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
  - iii. The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
- i. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A (i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.



- ii. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:  
(SUBMITTAL PAGE)**

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

DBA/Fictitious Name (if applicable): \_\_\_\_\_

**NOTE:** COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.  
CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #: \_\_\_\_\_

\_\_\_\_\_  
(Street No or PO Box Number) (Street Name)  
(City)

\_\_\_\_\_  
(County) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization:

\_\_\_\_\_ Sole Proprietorship    \_\_\_\_\_ Partnership    \_\_\_\_\_ Non-Profit    \_\_\_\_\_ Sub-Chapter

\_\_\_\_\_ Joint Venture    \_\_\_\_\_ Corporation    \_\_\_\_\_ LLC    \_\_\_\_\_ LLP

\_\_\_\_\_ Publicly Traded    \_\_\_\_\_ Employee Owned

State of Incorporation \_\_\_\_\_

The Successful vendor must complete and submit this section prior to award. The Successful vendor must invoice using the company name listed above.

**EXHIBIT 1  
DETAILED INSTRUCTIONS ON 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.

**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.

If more surveys are included then Procurement will only use those identified under Tab 3.

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. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (CMAR Services for Hillsborough County Government Center), Etc.
COST OF SERVICES	Cost of services (\$16,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 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.

## **Preparing the Surveys**

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
4. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 8.
5. Polk 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.

**Survey Questionnaire – Polk County**  
**RFP 19-526, Construction Manager – at Risk – New Northeast Polk County Government Center**

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To: \_\_\_\_\_  
 (Name of Person completing survey) (Name of Client Company/Contractor)

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Subject: Past Performance Survey of:

\_\_\_\_\_  
 (Project Name)  
 Consultant Name: \_\_\_\_\_  
 (Name of Contractor being surveyed)

Cost of Services: \_\_\_\_\_ Date Complete: \_\_\_\_\_

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**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.**

Similar Work Project Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

\_\_\_\_\_  
 Printed Name of Evaluator

\_\_\_\_\_  
 Signature of Evaluator

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

