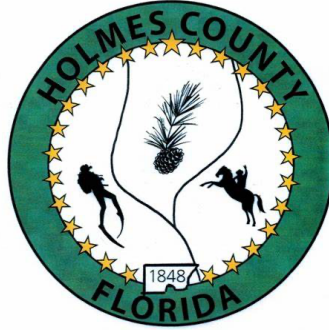


HOLMES COUNTY BOARD OF COUNTY  
COMMISSIONERS



**REQUEST FOR PROPOSAL (RFP) NO: 2021-07  
AG CENTER RENOVATION AND  
REPAIRS**

**PROPOSAL ADVERTISEMENT  
DATE:  
PROPOSAL RELEASE  
DATE:  
RESPONSE DUE DATE AND TIME:**

**MAIL OR DELIVER RESPONSES TO:**  
*(hand-delivery or express mail services)*

Holmes County Board of County  
Commissioners  
ATTN: RFP 2021-07  
107 E Virginia St  
Bonifay, FL  
32425

**Contact:**  
Katie Taff, Consultant  
Liberty Partners of Tallahassee,  
LLC

# **RFP 2021-07 AG CENTER RENOVATION AND REPAIRS**

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## **RFP 2021-07 AG CENTER RENOVATION AND REPAIRS**

### **INTENT AND GENERAL INFORMATION**

Holmes County, Florida through Request for Proposal No. 2021-07, is soliciting proposals from qualified businesses registered to do business in the State of Florida to provide (Infrastructure Repair specs) for Doctors Memorial Hospital (sub-recipient) in Holmes County, Florida. The Board of County Commissioners invites interested vendors to the proposal.

This RFP intends to enter a contract with the successful Respondent to begin upon approval of the Board of County Commissioners and the issuance of a Notice to Proceed (NTP), for the Work.

Firms interested in preparing a proposal for this RFP must complete the requirements outlined in this RFP, its attached documents, and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Holmes County, the conditions set forth herein are binding on the Respondent as confirmed by the signature of a person with legal authority to bind the Respondent on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change unless the date(s) falls after the date the RFP Proposal(s) are due. Specific dates/times will be determined at each phase.

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Respondent to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. Respondents are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent's risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP to protect its best interests. The County is not liable for any costs incurred by the Respondent in preparing its response, nor is a response an offer to contract with any Respondent. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Respondent to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

## RFP 2021-07 AG CENTER AG CENTER RENOVATION AND REPAIRS

Respondents interested in the Work are instructed to submit **one (1) original hard copy and one (1) electronic copy** (CD or USB flash drive) of its **complete** Proposal in accordance with this RFP, no later than, unless otherwise changed through an addendum to this RFP, to the HOLMES COUNTY BOARD OF COUNTY COMMISSIONERS' OFFICE, 107 EAST VIRGINIA AVE, BONIFAY, FL 32425. Proposals received after this date and time will not be considered and shall be returned unopened.

- **Holmes County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Holmes County enforces open and fair competition.**

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call 850-547-1119 at least five (5) working days before any response, opening, or meeting. If you are hearing or speech impaired, please contact the County office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The RFP and any addenda issued are available on the Holmes County website at <https://holmescountyfla.com> or by contacting the County at 850-547-1119. All questions pertaining to this RFP should be submitted in writing following the RFP instructions outlined in Section 1.1 of the RFP.

### **SECTION 1.0 SCHEDULE OF EVENTS**

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

***All times listed in the Schedule of Events are Central Standard Time (EST).***

<b>Event</b>	<b>Schedule</b>
Proposal Advertisement Date:	Wednesday, December 29, 2021 @ 10:00am (cst.)
Release of Request for Proposal	Wednesday, December 29, 2021 @ 10:00am (cst.)
Technical Questions Due from Prospective Respondent	Friday, January 14, 2022 @ 3:00pm (cst.)
Responses to technical question due	Friday, January 21, 2022 @ 3:00pm (cst.)
PROPOSALS DUE TO BOCC	Tuesday, January 25, 2022 @ 10:00am (cst.)
Bid Opening and Scoring by Committee	Friday, January 28, 2022 @ 10:01am (cst.)
Board Consideration of Committee Rec.	Tuesday, February 1, 2022 @ 6:00pm (cst.)
Posting of Notice of Intent to Award	Wednesday, February 2, 2022 @ 10:00am (cst.)
Posting of Notice of Award	Monday, February 7, 2022 @ 10:01am (cst.)

## RFP 2021-07 AG CENTER RENOVATION AND REPAIRS

- 1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to:

**Technical Questions:**

Contact Katie Taff, Director of Grants Management, Consultant  
Liberty Partners of Tallahassee, LLC  
(850) 694-9039

Questions and responses will be posted on the County's Website and, if necessary, an Addendum(s) will be issued.

- 1.2 All **Proposals** and all attachments must be bound and delivered **SEALED** to the County at the address shown below no later than the time and date set for receipt of proposals in Section 1.0, Schedule of Events.

Deliver or mail the proposal in a sealed envelope/package to:

**HOLMES COUNTY ADMINISTRATION OFFICE  
ATTN: RFP 2021-07  
107 E. Virginia St.  
Bonifay, FL 32425**

- 1.3 The front lower-left corner of each SEALED envelope/package shall contain the following Information for proper identification:

INFRASTRUCTURE REPAIR PROJECT RFP 2021-07 ATTENTION: KATIE TAFF <b>DUE NO LATER THAN: Tuesday, January 25, 2022</b>
--

- 1.4 All Proposals received will be recorded and date stamped at the Holmes County Board office located at 107 E Virginia Ave. Bonifay, Florida 32425. The responsibility for submitting the Proposal to the County Administration Office no later than the specified time and date is solely that of the Respondent. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

## **RFP 2021-07 AG CENTER RENOVATION AND REPAIRS**

- 1.5 Submission of Proposals by fax or other electronic means will not be accepted. Late Proposals will not be accepted, i.e., any Proposal submitted/received after Tuesday, January 25, 2022, unless otherwise changed through the issuance of an addendum to this RFP. Please see section 1.0, Schedule of Events.
- 1.6 Any proposals received after the stated time and date will not be considered. Late proposals shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Respondent's request and expense.
- 1.7 A Proposal may be withdrawn or modified only by written notification from the Respondent before the time fixed for the opening of Proposals. Negligence on the part of the Respondent in preparing the Proposal confers no right for withdrawal of the proposal after it has been opened.

### **SECTION 2.0 CONE OF SILENCE**

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of
- 2.2 The prospective Respondent shall not have any communication with any County officers, an agent, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Respondent orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such requests for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0 Schedule of Events. Such writing addenda shall be binding on the Respondent and shall become part of the RFP document (s).

### **SECTION 3.0 SCOPE OF WORK**

#### **3.1 Interior Demolition**

- Demolish and remove existing interior framing. (Offices)
- Demolish and remove existing Restroom framing and fixtures at entry. (North end of the building)
- Demolish and remove kitchen cabinets shelving and countertops/appliances.
- Demolish and remove stage framing and restrooms.
- Demolish and remove the existing 4" thick concrete slab at the stage area on the east end of the building.
- Demolish and remove existing drop ceilings in offices.

## **RFP 2021-07 AG CENTER RENOVATION AND REPAIRS**

### **3.2 Exterior Demolition**

- Demolish and remove existing framing and roof (east end).
- Demolish and remove existing CMU retaining walls and fill to match the finished floor elevation of the AG center building.

### **3.3 Construction**

- Construct restroom framing and fixtures at entry (north end of the building)
- Install kitchen cabinets shelving and countertops/appliances.
- Construct new trusses, roof (inspect and repair) and insulation at the stage area.
- Construct new drop ceilings in the building.
- Construct and repair any sheetrock and installation
- Electrical inspection and repair
- HVAC inspection and repair
- Structural inspection and repairs

### **3.4 Damage Assessment and Remediation**

- Identify any structural, plumbing, electrical, HVAC, or other deficiencies to ensure all renovations needed are identified.
- Identify any mold, mildew, moisture, or other foreign substances present.
- Identify asbestos present in the interior or exterior of the building and provide remediation solution if found.

## **RFP 2021-07 AG CENTER RENOVATION AND REPAIRS**

### **SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS**

#### **Overview**

- 4.1 The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions but are permissive. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 4.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as to request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies are impossible, or those which affect the competitiveness of replies or the cost to the County. A Respondent whose Proposal, past performance, or current status that does not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsive.
- 4.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 4.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
- 4.5 A partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.



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- 4.6 Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 4.7 The individual shall show the Proposer's name and business address.
- 4.8 Proposals by a joint venture shall be executed by each joint venture member in the manner indicated on the proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 4.9 All names shall be printed in ink below the signatures.
- 4.10 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers, and dates of which shall be filled in on the Proposal Form.
- 4.11 The postal and email addresses and telephone numbers for communication regarding the Proposal shall be shown.
- 4.12 A Proposal seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>. The Proposal shall contain evidence of Respondent's authority and qualification to do business in the state or locality where the Project is located or Respondent shall covenant in writing to obtain such qualification before award of the Contract and attach such covenant to the Proposal. Respondent's state contractor license number, if any, shall also be shown on the Proposal Form.

### **Instructions to Respondents**

- 4.13 The Proposal should address the requirements clearly and concisely in the order stated herein.
- 4.14 Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- 4.15 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 4.16 Proposals should be typed. No changes in or corrections to Proposals will be allowed after the Proposals are opened.

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- 4.17 The signer of the Proposal must declare that the Proposal in all respects is fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal Respondent.
- 4.18 The County shall not be liable for any costs incurred by Respondent before entering into a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFP requirements.

### **PROPOSAL CONSTRUCTION**

Respondents shall construct their Proposal in the following format as outlined and a tab must separate each section as prescribed.

### **PROPOSAL TRANSMITTAL FORM ON THE FIRM LETTERHEAD (APPENDIX A)**

All signatures must be by an individual with authority to legally bind the Respondent, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Respondent, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web page (s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification numbers have been provided.

### **TAB 1 – QUALIFICATIONS, EXPERIENCE, AND ABILITY OF PROFESSIONAL PERSONNEL**

The Respondent shall provide a history of the organization, its areas of expertise and show the individual(s) providing these services will fulfill the needs of the BOCC if awarded a contract pursuant to this RFP. Provide an organizational profile of the firm and five (5) years of experience for the “Work”, and a list of professional staff, years with the firm, and a brief bio that may be assigned to a project and any professional certifications or licenses held.

### **TAB 2 – EXPERIENCE FOR SIMILAR PROJECTS**

Provide a list of each similar project worked on within the last five years, which must include the project description, location, dates, and team members.

### **TAB 3 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS (APPENDIX C)**

The following forms must be filled out and signed by a person with authority to bind the Respondent:

- C-1: Indemnification and Hold Harmless Statement
- C-2: Public Entity Crimes Sworn Statement
- C-3: Equal Employment Opportunity/Affirmative Action Statement
- C-4: Drug-Free Workplace Certification
- C-5 Discloser Statement, Conflict of Interest Discloser
- C-6: Non-Collusion Affidavit
- C-7: Ethics Clause Certification

## **RFP 2021-07 AG CENTER RENOVATION AND REPAIRS**

C-8: Proposed Subcontractors\* and Services to Be Performed

***\*The Respondent Shall Not Award Work to Subcontractor(s) more than 50% of the Base Contract***

C-9: Certification Regarding Debarment, Suspension, and Other Responsibility  
Matters-Primary Covered Transactions

C-10: E-Verify Compliance Certification

C-11: Insurance Verification

C-12: References/Conflicts

C-13: Certification Regarding Lobbying for Contracts, Grants, Loans, and  
Cooperative Agreements

C-14: Comments on Proposed Contract

### **TAB 3 – EXPERIENCE FOR SIMILAR PROJECTS AND QUALIFICATION QUESTIONNAIRE (APPENDIX D)**

Provide a list of similar projects worked on in the last 5 years including the project description, location, dates, and team members, and include the Qualification to Proposal Application and Questionnaire.

### **TAB 4 - PROPOSED PRICING INFORMATION (ref: Appendix B)**

Pricing information must be submitted on the designated forms and signed by the appropriate parties. Any Work Write-up addendums must also be acknowledged by the respondent and pricing must be submitted on the corresponding form(s).

## **SECTION 5.0 PROPOSAL OPENING**

- 5.1 All Proposals will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Proposals are due) or as modified by addendum.

## **SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS**

- 6.1 Respondents who satisfy the required qualifications and are deemed responsible Respondents and who timely submit a responsive Proposal will be considered by the County. Proposals received from prospective Respondents who have been suspended or debarred will not be accepted or considered.

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- 6.2 As provided in the Holmes County Procurement policy as recorded in the code of ordinances, the county may consider the following factors in addition to price when determining whether a Respondent is responsive and responsible:
- a. Ability, capacity, and skill of the Respondent to perform the contract.
  - b. Whether the respondent can perform the contract within the time specified, without delay, interference, or conflict with the current workload.
  - c. Character, integrity, reputation, judgment, experience, and efficiency of the Respondent.
  - d. Quality of performance of previous contracts.
  - e. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
  - f. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
  - g. Quality, availability, and adaptability of the supplies or contractual services to the particular use required.
  - h. The ability of the Respondent to provide further maintenance and service for the use of the subject of the contract, if applicable.
  - i. Number and scope of conditions attached to the proposal or quote.
  - j. Qualifications of personnel, licensing, and corporate qualifications.
  - k. Evidence of improper litigation.
  - l. Use of one or more subcontractors with a record of poor performance.
- 6.3 For this section, the county may consider evidence from the five years preceding the subject proposal.
- 6.4 In the event the lowest, responsive, responsible proposal for a construction project exceeds the architectural or engineering cost estimates, the county administrator or designee is authorized, when time or economic considerations preclude reissuance of competitive procurement to a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible respondent, to bring the proposal within the number of available funds. After award of this Proposal, the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At Contract renewal time(s) or in the event of significant industry-wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if, in its sole judgment, the County considers such adjustments to be in its best interest.
- 6.5 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the proposal of any Respondent whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Respondent.

## **RFP 2021-07 AG CENTER RENOVATION AND REPAIRS**

- 6.6 More than one Proposal for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Respondent has an interest in more than one Proposal for the Work may be cause for disqualification of that Respondent and the rejection of all Proposals in which that Respondent has an interest.
- 6.7 In evaluating Proposals, the County will consider whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Proposal Form or before the Notice of Award.
- 6.8 In evaluating respondents, the County will consider the qualifications of Respondents and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 6.9 The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Respondents, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. Any Respondent or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Respondent or sub-contractor.
- 6.10 If the Contract is to be awarded, the County will award the Contract to the responsible Respondent whose Proposal, conforming with all the material terms and conditions of the Instructions to Respondents, is lowest, price, and other factors considered. If detailed in the proposal form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which respondent, if any, is to offer the award.
- 6.11 Responses to this RFP not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of the County, the Holmes Board of County Commissioners reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.
- 6.12 Whenever two or more Proposals, which are equal with respect to price, quality, and service, are received for procurement of commodities or contractual services, from responsive and responsible Respondents the following steps will be taken to establish the award to the lowest Respondent. This method shall be used for all ties.

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### **Step 1: Local Businesses:**

Between a Local Business and a Non-Local Business, a Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Local Business.

### **Step 2 Drug-Free Workplace:**

After step 1 if all is equal, the Respondent with a Drug-Free Workplace program shall be given preference, over a Respondent with no Drug-Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the Respondent with the Drug-Free Workplace program. To have a drug-free workplace program, a business shall comply with the requirements of § 287.087, F.S.

### **Step 3 Coin Flip:**

After Step 1, and Step 2 if all is equal, the Contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine the outcome.

When the tie has been broken pursuant to the above procedures, the Contract award, or the first opportunity to negotiate, as applicable, shall be made.

If an award or negotiation is unsuccessful with the initial Respondent, award or negotiations may commence with the next highest Respondent, utilizing the tiebreaker steps above to make the determination of the next lowest Respondent if necessary.

When the County gives a Notice of Award to the Successful Respondent, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within two (2) days thereafter, Successful Respondent shall sign and deliver the required number of counterparts of the Contract and attached documents to the County. The County shall deliver one fully signed counterpart to Successful Respondent with a complete set of the Drawings with appropriate identification.

## **SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION**

- 7.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Respondent to accept this obligation may result in the cancellation of the award. The Contract document and its exhibits are included as Appendix D, which is attached hereto and incorporated herein by reference.
- 7.2 The construction, interpretation, and performance of this RFP and all transactions under it shall be governed by the laws of the State of Florida and Holmes County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.
- 7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all proposals and

## RFP 2021-07 AG CENTER RENOVATION AND REPAIRS

waive any minor irregularity or technicality in the proposals received. Award will be made to the lowest responsible and responsive respondent(s) within the category chosen for the basis of the award. The County reserves the right to award to one or multiple Respondents at its discretion.

- 7.4 The Successful Respondent will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Respondent to be the sole point of contact concerning contractual matters, including payment on any or all charges.
- 7.5 After the successful posting of the award for 72 hours, the Successful Respondent will be required to enter into the contract with the County.

### **SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)**

- 1. Definitions
- 2. Florida Public Records Law and Confidentiality
- 3. Procurement Challenges
- 4. Contract
- 5. Insurance Requirements and Bond Requirements

#### **8.1 Definitions**

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

***The award*** means the determination of a successful Respondent(s) in response to this RFP, resulting in an offer of a contract to perform the services according to the RFP and their proposal.

***County*** means the Holmes Board of County Commissioners (BOCC) and its employees.

***Contract*** means the legally enforceable document agreed to and signed by the County and successful Respondent(s) (collectively referred to as the “Parties”), a draft Contract is attached hereto as Appendix D and incorporated herein.

***RFP*** means this document, its attachments, and any document hereinafter incorporated by reference.

***Respondent*** means any firm, individual, or organization submitting a Proposal in response to this RFP.

***Successful Respondent*** means a Respondent who is Awarded a Contract as a result of the Proposal submitted in response to this RFP.

***Proposal Bond*** means an insurance agreement in which a third party agrees to be liable to

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pay a certain amount of money if a selected vendor fails to accept the contract as a proposal. If required, a proposal bond/deposit shall be for 5% of the amount of the proposal.

**Payment Bond** means a bond that assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

**Performance Bond** means a bond to assure satisfactory performance of the terms of the contract.

**Work or SOW** means the scope of work and/or services.

**Engineer** means the engineer/engineering firm responsible for preparing the Construction Drawings and Specifications.

**Local Business** means a business that has a current business tax receipt issued by Holmes County, if required, and has its principal office located within Holmes County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

### **8.2 Florida Public Records Law and Confidentiality**

By submitting a Proposal in response to this RFP, a Respondent acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

Should the Respondent provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Respondent shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated and provided the affected Respondent has otherwise fully complied with this provision, the County, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Respondent of that request, and the Respondent shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Respondent’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.



## **RFP 2021-07 AG CENTER RENOVATION AND REPAIRS**

Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, regarding the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Respondent in response to this RFP and shall constitute the County's sole obligation regarding maintaining the confidentiality of any document, material, or information submitted to the County.

### **8.3 Procurement Challenges**

Any Respondent who desires to formally protest shall follow the procedures outlined in the Holmes County Procurement Policy Section IV Guidelines (8.)(g.) which is incorporated by reference.

### **8.4 Construction and Venue**

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Respondent's Proposal, and subsequent Contract shall be complied with by the Parties, but only to the extent, they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Holmes County, Florida, United States.

### **8.5 Contract**

The Successful Respondent will be required to enter the contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix D and incorporated herein by reference.

Any exceptions to the proposed Contract must be noted in Proposal Form C-14 (Appendix C). The County is under no obligation to modify the proposed Contract to conform to the Successful Respondent's Contract exceptions. Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Respondent must provide this information to the County at the time of

## **RFP 2021-07 AG CENTER RENOVATION AND REPAIRS**

submission of technical questions, as outlined in the Schedule of Events to obtain a determination from the County regarding the proposed exception. If a Respondent's exception and modification are rejected by the County during the technical question portion of the Proposal process and the Respondent later submits a Proposal, Respondent shall be deemed to have accepted this Contract provision.

### **8.6 Insurance Requirements**

Insurance Verification Requirements – See Appendix D, Exhibit F.

# RFP 2021-07 AG CENTER RENOVATION AND REPAIRS

## LEGAL ADVERTISEMENT

### HOLMES COUNTY BOARD OF COUNTY COMMISSIONERS INFRASTRUCTURE REPAIR PROJECT

**REQUEST FOR PROPOSAL No. RFP 2021-07**

**ADVERTISEMENT BEGIN DATE:**

**Wednesday, December 29, 2021**

**RELEASE DATE: Wednesday, December 29, 2021**

Sealed proposals to provide infrastructure repairs to the Agriculture Center will be received at the office of the Board of County Commissioners, 107 E. Virginia St, Bonifay, FL 32425; until **January 25, 2022**, Local Time, on **10:00 am cst** at which time the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

The principal features of this procurement by the County are known as **INFRASTRUCTURE REPAIR OF THE AGRICULTURE CENTER**. The specifications of this procurement are stated in the **RFP 2021-07**.

The RFP and any addenda issued will be posted to the County's Website at [www.holmescountyfl.com](http://www.holmescountyfl.com) or can be obtained by contacting the Katie Taff, Consultant (850) 694-9039 or [katie@libertypartnersfl.com](mailto:katie@libertypartnersfl.com).

All technical inquiries and clarification requests shall be submitted in writing to Katie Taff at [katie@libertypartnersfl.com](mailto:katie@libertypartnersfl.com) in accordance with the RFP. Verbal clarifications will not be provided.

***Holmes County is an Equal Opportunity Employer  
MBE/WBE businesses are encouraged to participate***

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call Holmes County Administration Office at 850-547-1119 at least five (5) days before any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Administration Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD)



# ITB 2021-07 INFRASTRUCTURE REPAIRS PROPOSAL FORMS

## BID PROPOSAL FORM 1

### PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

The Board of County Commissioners, Holmes County, reserves the right to accept or reject any and/or all proposals in the best interest of Holmes County.

EARL STAFFORD,  
Chairman

This Proposal in response to ITB 2021-07 is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

FEID # \_\_\_\_\_

LISTING OF ANY CERTIFICATIONS OR LICENSES

HELD:

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

To: BOARD OF COUNTY COMMISSIONERS OF HOLMES COUNTY, FLORIDA (hereinafter called the "COUNTY")

The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

#### ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #4 dated \_\_\_\_\_ Initials \_\_\_\_\_

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the COUNTY in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the COUNTY as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents.

**ITB 2021-07 INFRASTRUCTURE  
REPAIRS  
BID PROPOSAL FORMS**

**INSERT SUNBIZ INFORMATION HERE:**

**ITB 2021-07 INFRASTRUCTURE**

**REPAIRS**

**BID PROPOSAL FORMS**

**BID FORMS 2**

**HOLMES COUNTY**

Full Company Name of Bidder: \_\_\_\_\_

Main Business Address: \_\_\_\_\_  
(including city, state and zip)

Business Telephone and Fax Numbers: \_\_\_\_\_

Contact Name: \_\_\_\_\_

State Contractor's License# \_\_\_\_\_

## ITB-2021-07

Basis of Bid Infrastructure Repairs					
Item	Description	Qty	Unit	Unit Price	Total Price
GENERAL COSTS					
	SUBTOTAL				
				SUBTOTAL	
				TOTAL BID	



**ITB 2021-07 INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**

**INSERT BID BOND HERE**

**ITB 2021-07**  
**INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**  
**BID PROPOSAL FORM 3**  
**LIST OF PROPOSED SUBCONTRACTORS AND**  
**SERVICES TO BE PERFORMED**

<b>Subcontract 1</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 2</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 3</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 4</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 5</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 6</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>

**ITB 2021-07 INFRASTRUCTURE REPAIRS  
BID PROPOSAL FORMS**

**BID PROPOSAL FORMS 4  
COMMENTS ON PROPOSED CONTRACT**

**\*Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form WILL NOT be considered. Please indicate NONE or NA if there are no comments on the proposed contract documents.**

<b><u>Comments on Proposed Contract</u></b>
<b>Contract Provision at Issue</b>
<b>Objection by Bidder</b>
<b>Suggested Resolution</b>

**ITB 2021-07**  
**INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**

**BID PROPOSAL FORM 5 QUALIFICATION**  
**QUESTIONNAIRE**

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the firm's current Florida General Business Number?

\_\_\_\_\_

2. How many years has your organization been in business as a Contractor?

\_\_\_\_\_

3. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this Work and completion on schedule?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.

- a. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_  
Team Members: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

- b. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

**ITB 2021-07 INFRASTRUCTURE REPAIRS  
BID PROPOSAL FORMS**

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_  
Team Members: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

c. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_  
Team Members: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

5. List any additional references you would like to include outside of projects similar in scope to this one

Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

6. List the projects completed within Holmes County in the past (3) years.

\_\_\_\_\_  
\_\_\_\_\_

7. Have you ever failed to complete work awarded to you? If so, where and why?

\_\_\_\_\_

**IITB 2021-06 Medical Equipment  
BID PROPOSAL FORMS**

- 
8. Bidders must disclose and provide a description of any and all conflicts occurring in the past seven (7) years with any contracts, projects, or clients. Conflicts include, but are not limited to, payment disputes, quality of work disputes, failure to timely perform, lawsuits, administrative proceedings, claims or threatened claims on bonds, and other matters that may call into question the Bidder's ability to assure a quality and good faith performance. Poor or unacceptable past performance may result in a Bidder being deemed "not responsible." Failure to disclose relevant Conflict information may result in termination for a breach of contract.

List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

- 
- 
- 
9. State the true and exact, correct, and complete name under which you do business. BIDDER IS (select one):

**A SOLE PROPRIETORSHIP, PARTNERSHIP OR CORPORATION**

---

(Bidder Name)

---

(Address)

By \_\_\_\_\_ (Printed name of person authorized to sign)

---

(Title)

---

(Authorized Signature)

Phone No.: \_\_\_\_\_

**ITB 2021-07**  
**INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**

10. LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice-President, Secretary-Treasurer, Partner, etc.)

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Signature and Title of Person Submitting Application

Date

BID PROPOSAL FORMS

**Forms after this page do not need to be submitted with the bid proposal.**

**They are supplied for reference only. Only the winning bidder will be required to complete forms 6 through 16 in concurrence with the construction agreement.**



**ITB 2021-07**  
**INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 6**  
**INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

**IITB 2021-06 Medical Equipment  
BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 7  
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.

1. This sworn statement is submitted to Holmes County Board of County Commissioners

By : \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name of entity submitting sworn statement]

Whose business address is:

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is . \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

\_\_\_\_\_ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means 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 guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**ITB 2021-07**  
**INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of, 20\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
NOTARY PUBLIC

Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed,  
or stamped commissioned name of notary public

**ITB 2021-07  
INFRASTRUCTURE REPAIRS  
BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 8  
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
  
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

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

**ITB 2021-07**  
**INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 9**  
**DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ITB 2021-07  
INFRASTRUCTURE REPAIRS  
BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 10  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Holmes County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Holmes County:

_____	_____
_____	_____

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_

Date

**IITB 2021-06 Medical Equipment  
BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 11  
NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Holmes County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,  
  
\_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc.)  
a , \_\_\_\_\_ formed under the laws of \_\_\_\_\_  
(Type of Business) (State or Province)  
of which he is . \_\_\_\_\_  
(Sole partner, president, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Holmes County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
AFFIANT'S NAME

\_\_\_\_\_  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ day of 20\_\_.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

**ITB 2021-07**  
**INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 12**  
**ETHICS CLAUSE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Name of Company/Organization

\_\_\_\_\_  
Address of Company/Organization



**ITB 2021-07**  
**INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 13**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

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Title

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Contractor/Firm

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Address

**ITB 2021-07  
INFRASTRUCTURE REPAIRS  
BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 14  
E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall 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 new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this ITB regarding e-Verify Compliance.

SIGNATURE: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

**ITB 2021-07**  
**INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 15**  
**REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION**

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Holmes County, Florida, its Officers, employees and volunteers) General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Holmes County, Florida, its officers, employees and volunteers)-

General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,  
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Typed or Printed

Date \_\_\_\_\_ Title \_\_\_\_\_  
(Company Risk Mgr or Mgr with Risk Authority)

**ITB 2021-07**  
**INFRASTRUCTURE REPAIRS**  
**BID PROPOSAL FORMS**

**BID PROPOSAL FORM NO. 16**  
**CERTIFICATION REGARDING LOBBYING FOR**  
**CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature/Authorized Certifying Official

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Date

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Printed or Typed Name and Title