

RFP-11-2123-RJ	Due Date & Time: Tuesday, May 31, 2011, Local Time	Advertised Date: Sunday, May 1, 2011 and Thursday, May 5, 2011
Procurement Analyst: Rebecca Jones, CPPO Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Continuing Construction Project Management/Owner's Representative Services		



Request for Proposals
Osceola County Board of County Commissioners
Procurement Services Office
1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
Phone (407) 742-0900 Fax (407) 742-0901



To: All Prospective Proposers
From: Rebecca Jones, CPPO, Procurement Supervisor
Subject: Solicitation Number: RFP#11-2123-RJ, Continuing Construction Project Management/Owner's Representative Services
Date: May 1, 2011

Dear Potential Proposer:

Osceola County Government, an Equal Employment Opportunity (EEO) employer, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing **Continuing Construction Project Management/Owner's Representative Services** services as generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful proposer(s) must demonstrate by his/hers qualifications, experience, availability, approach and work plan that he/she will best serve the overall needs of Osceola County.

If you are interested in preparing a response to this RFP, please read requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your signature on Attachment C.

There will be no pre-proposal conference held for this project. Questions regarding this solicitation must be received in writing at the address above no later than, Friday, May 20, 2011 by 5:00PM Local Time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the Osceola County VendorLink site; <https://vendorlink.osceola.org> and to the Onvia DemandStar System; accessible via the link located on the Procurement Services section page of www.osceola.org.

All proposers are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Osceola County welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by Osceola County as stated in the evaluation section of this document. Osceola County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Osceola County may withdraw all or part of this RFP at any time to protect the interests of the County. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Thank you for your interest in doing business with Osceola County.

Procurement Services Office

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Section I. Overview of Project.

A. Intent.

1. It is the intent of this Request for Proposal (RFP) to engage one or more qualified firms to perform as Owner's Representative by providing general consulting, advisory, management and owner's representative services during the design and construction of projects designated by Osceola County on an as needed basis. During the Preconstruction Phase, the Owner's Representative will assist in the implementation of design, scheduling and value engineering as described below. During the Construction Phase, the Owner's Representative will assist in the oversight of construction related activities as described in Section II.

Potential projects may include, but not be limited to the following projects categorized by proposed type and delivery method:

ROADWAY/CIVIL

Construction Manager at Risk

Poinciana Boulevard Phase III
Osceola Parkway Phase II
Boggy Creek Road Phase I

Design Build

Advanced Traffic Management Systems Phase III and Phase IV
Various undetermined sidewalk projects

Engineering Design Consultant Management

Carroll Street
Bill Beck Boulevard

VERTICAL

Courthouse Square Parking Garage
EOC/Communication Building Build-out
Health Department Modular Installation
Jail Emergency Action Renovations
Poinciana Health Department
Shingle Creek Nature Center/Historical Museum
Sheriff's Office Contaminated/Drug Evidence Dry Storage
Sheriff's Office DNA Screening Lab
Sheriff's Office Fleet Maintenance Center
Sheriff's Office Training Facility & Shooting Range
St.Cloud Health Department Addition
Stadium Place Health Facility – Addition
Veteran's Museum
Celebration Library

The selected firm/agency/company, including partnerships and joint ventures, shall remain ineligible to compete for the design and or construction of any improvement projects associated with the management services to be performed under this agreement and as described herein.

Construction Manager at Risk firms currently under engagement by the County are ineligible to compete for the services in this Request for Proposals as this would present a conflict of interest

2. It is the intent and purpose of this solicitation to promote competition. It shall be the proposer's responsibility to advise the Procurement Services Representative at the address noted above, if any language, requirements,

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etc., or any combination thereof, inadvertently restricts or limits competition or if the requirements stated in this document limits it to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Representative no later than ten (10) calendar days prior to the proposal closing date.

B. Background.

1. Osceola County, Florida was created in 1887. Osceola County is a 1,506 square mile area that serves as the south/central boundary of the Central Florida Region and the Greater Metropolitan Area. The City of Kissimmee, the County Seat, is 18 miles due south of Orlando. Osceola's other incorporated City, Saint Cloud, is 9 miles east of Kissimmee, and approximately 45 miles west of the City of Melbourne on the Atlantic Coast.
2. An urban and urbanizing area in the northwest quadrant of the County dominates Osceola County's geography. This area is adjoining to Polk and Orange County and includes most of Osceola's population. It includes the incorporated areas of Kissimmee and Saint Cloud, the unincorporated communities of Poinciana and Buenaventura Lakes, and incorporated subdivisions ranging from Narcoossee in the northeast to Campbell City and Intercession City in the southwest to Deer Run and the Saint Cloud Manor areas in the south.

C. Term of Agreement.

It is anticipated an Agreement will be awarded for a three (3) year term to begin upon approval and execution by the County; with the opportunity for two (2) additional one (1) year renewal periods when in the best interest of the County. Total contract length, including all renewals shall not exceed five (5) years. The decision to renew or extend the contract shall be at the discretion of the County. The successful proposer(s) shall be required to review the project management services provided to the County on a semi-annual basis to evaluate performance.

D. Minimum Requirements.

The proposer shall provide proof of qualification to perform the required services furnishing copies of letters, certificates, etcetera (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

E. Bid and/or Performance Bond.

A Bid/Performance Bond is not required for this project.

Section II. Scope of Services and Technical Requirements.

A. Scope of Services.

The Osceola County Board of County Commissioners intends to engage the services of one or more firms which are deemed most qualified, responsible and responsive to this request. The scope of required services under the proposed contracts will include, but not be limited to, the services as described below.

PRECONSTRUCTION PHASE-

The Owner's Representative work shall include, but not be limited to, the following tasks:

1. Facilitate cooperation and communications between all parties associated with the project: providing full information in a timely manner.
2. Participate in project meetings.
3. Review Architectural/Engineering plans, specifications and construction documents for consistency and coordination of technical disciplines.
4. Participate in reviews of design documents for conformance with project scope, budget and construction phase.
5. Review and make recommendations regarding construction bid packaging to facilitate an effective construction process.
6. Review and monitor Architectural/Engineering design schedules to ensure adequate progress is

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- being achieved to attain the project objectives.
7. Review and monitor project budgets, recommend actions and required to maintain established project budget.
 8. Develop cost estimates as requested by the County.
 9. Review and recommend payment of Architect/Engineer invoices based on progress and overall accomplishment.
 10. Assist the County in evaluating contract changes, modifications, and change orders submitted by the Architect/Engineer.
 11. Interface, as directed by the County, with user group, local government/business associations as requested, to inform parties of plans and progress of design and or proposed construction activities.
 12. Assist the County, Architect and or Engineer in obtaining the required permits and approves, if necessary.
 13. Assist the County in establishing milestones for project completion and associated activities.
 14. Assist the County in developing preconstruction conference checklists.
 15. Assist the County in LEED certification processing when necessary and where appropriate.
 - 16. For traditional Contractor delivery method:**
 - a. Review and make recommendations, as required, regarding the Contractor's construction plan for the facility.
 - b. Facilitate cooperation among Architect/Engineer, Contractor and the County to expedite delivery of facilities.
 - c. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
 - d. Review and make recommendations, as required, of Contractor's proposed Schedule of Values breakdown.
 - e. Coordinate activities of the Owner, Architect and Contractor.
 - 17. For Construction Management delivery method:**
 - a. Review and make recommendations, as required, regarding the Construction Manager's construction plan for the facility.
 - b. Review and make recommendations regarding the Construction Manager's proposed construction sequencing schedule and bid packages, including review of proposed suppliers and subcontractors.
 - c. Assist the County in establishing basis for the "Guaranteed Maximum Price "GMP" contract with the Construction Manager.
 - d. Reconcile cost estimates and assist the County in negotiations with the Construction Manager and their GMP.
 - e. Facilitate cooperation among Architect/Engineer, Construction Manager and the County to expedite delivery of facilities.
 - f. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
 - g. Review and make recommendations, as required, of Construction Manager's proposed Schedule of Values/trade payment breakdown and method of payment.
 - h. Coordinate activities of the Owner, Architect and Construction Manager.
 - i. Provide additional related services as deemed appropriate by the County.

CONSTRUCTION PHASE –

The Owner's Representative work shall include, but not be limited to, the following tasks:

1. Provide periodic construction oversight of the project to review progress.
2. Monitor construction work for Contractor/Construction Manager compliance with contract and construction documents.
3. Participate in periodic Contractor/Construction Manager construction planning meetings.
4. Assist the County and the Architect/Engineer in monitoring the processing of shop drawings to ensure that it follows the schedule submitted by the Contractor/Construction Manager and that the Architect/Engineer reviews shop drawings in a timely manner.
5. Assist the County and the Architect/Engineer in securing building and environmental permits and approvals for construction.
6. Assist the County in reviewing the daily quality control inspection reports to ensure all tests required by

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- the plans and specifications are performed.
7. Assist the County in determining the extent of hazardous materials within a job site, perimeter and the development of actions to be taken regarding disposal.
 8. Assist the County in determining if the Contractor/Construction Manager has contacted all affected utilities with sufficient forewarning and arranged for inspection and acceptance of construction work and coordinated utility outages, closures, changeovers, disconnects and reconnects, etc.
 9. Assist the County in determining that all building department inspections are conducted in a timely and efficient manner.
 10. Recommend rejection of all construction work or materials that do not comply with the contract requirements.
 11. Review and approve materials and equipment that are under an allowance to avoid delays in work.
 12. Recommend to the County, Architect and or Engineer issuance of Notices of Non-Compliance to the Contractor/Construction Manager to correct non-conforming and or defective work.
 13. Recommend to the County, Architect and or Engineer, as required, ordering corrective actions in writing if the Contractor/Construction Manager fails to promptly remove, correct or replace rejected construction work or materials.
 14. Interface, as directed by the County, with user groups, local government/business associations, etc., as required, to inform participants of upcoming construction activities.
 15. Monitor Contractor/Construction Manager's construction schedule.
 16. Analyze construction progress vs Contractor/Construction Manager's proposed invoice and make recommendation of payment to the Contractor/Construction Manager.
 17. Review and recommend actions to the County on proposed design and construction changes to assess impact on project budget.
 18. Review, evaluate and make recommendations to the County, as required, on Contract modifications and change orders.
 19. Develop cost estimates as requested by the County.
 20. Maintain required records, photographs, files and reports for the construction history of the project.
 21. Assist the County, Architect/Engineer and Contractor/Construction Manager in the preparation and review of punch lists and pre-final and final inspection of the work. Monitor performance of punch list work.
 22. Assist the County in the assembly and transmittal of as-built documents, record drawings, manuals and warranties.
 23. Clarify expected level of completion with Contractor/Construction Manager prior to pre-final, final inspection and final acceptance.
 24. Coordinate final inspection, final acceptance.
 25. Coordinate turnover of project.
 26. Monitor FF&E plan, purchase and installation, and monitor user moves.
 27. Turn over all Consultant generated project-related equipment, inventories, etc to the County in closeout activities.
 28. Provide other services as deemed appropriate by the County.

Section III. General Instructions for Proposal Preparation and Delivery.

A. Requesting the Solicitation Document.

The RFP documents are available on-line at no charge via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. **Register as a vendor to download the solicitation documents.** Solicitations may also be viewed and downloaded via the Onvia DemandStar System. Both systems are accessible via links located on the Procurement Services section page of www.osceola.org. Osceola County is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement Services Office at (407) 742-0900. **Important:** The desire of Osceola County to pursue proposals shall in no way obligate the County to compensate you for your efforts or to execute a contract with your firm.

B. On-Line Service Provider Disclaimer.

Onvia through its DemandStar System has no affiliation with Osceola County other than as a service that facilitates communication between the County and its vendors. Onvia through its DemandStar System is an independent entity and is not an agent or representative of the County. Communications to Onvia or through its DemandStar System do not constitute communications to the County.

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C. Solicitation Documents from Third Party Providers.

The Osceola County Procurement Services Office, its VendorLink site and its service provider Onvia through the DemandStar System are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to contact the Osceola County Procurement Services Office to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of Osceola County is prohibited.

D. Pre-Proposal Conference. There will be no pre-proposal conference for this project.

IMPORTANT NOTE: It is imperative that all proposers have a clear understanding of the scope of services requirements. As such, the County reserves the right to change or schedule a **a pre-proposal if necessary**. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a proposal; and proposals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the proposer's/representative's signature on the attendance roster. In the event of a mandatory pre-proposal conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

E. Interpretation and Questions.

All questions relating to this RFP document must be in writing and hand-delivered or delivered electronically through email or fax to the designated Procurement Services Office Representative **no later than Friday, May 20, 2011 at 5:00 P. M. Local Time**. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Services Office Representative. Any oral communications will not be authoritative and will not be binding on the County. It is the sole responsibility of the proposer to contact the Procurement Services Office prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal. Addenda will be available to all proposers on the Osceola County VendorLink site: <https://vendorlink.osceola.org> and via the Onvia DemandStar System; accessible via the link located on the Procurement Services section page of www.osceola.org.

F. Preparation and Format.

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

G. Page Limitation.

Proposal packages shall be limited to **not more than 30 PAGES** printed on a single side of paper, with a font no less than twelve (12) point.

The following items ARE NOT included in the overall page count restrictions

- a. ***Required attachments will not be counted in the 30 page limitation.***

H. Completeness.

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the County. The following list details the appropriate proposal format:

1. Selection dividers with tabs labeled. Tab "A" through Tab "E", to identify each required criteria in Section V;
2. All attachments shall be placed under the appropriate tab for that sub-section.
3. Currently valid Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License) shall be placed under Tab "A" of your proposal.

I. Execution.

Proposals must be **signed** by an **authorized** representative or contracting agent of the firm.

J. Proposal Reproduction.

Please submit **six (6) copies of the proposal package**, one (1) unbound original and **five (5) bound copies**. The submittal should also include a single CD-ROM or memory stick containing the entire submittal formatted to be

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read with Microsoft® software products or Adobe® PDF software.

K. Proposal Delivery.

Sealed proposals must be received and date stamped in the Osceola County Procurement Services Office by the specified **deadline**. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.** Proposals shall be mailed or hand-delivered to:

Osceola County Procurement Services Office
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741
RE: **RFP#11-2123-RJ**,
Solicitation Title: **Continuing Construction Project Management/Owner's Representative Services**
Attention: Rebecca Jones, CPPO, Procurement Supervisor

L. Proposal Submittal.

Proposals shall be submitted in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

1. Name and address of proposer submitting the RFP response,
2. RFP project number and title; and,
3. Date and time proposal due.

M. Improper Identification and Timeliness.

The County is not responsible for the failure of a proposer or the proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

N. Public Opening of Proposals.

Proposals will be announced publicly in the Procurement Services Office on the above appointed date and time or as soon thereafter as possible. Only the names of the respondents will be announced. All other information will be subject to Florida's Open Government Laws to Public Contracting.

O. Withdrawal of Proposals.

Proposals may not be withdrawn for a period of **one hundred eighty days (180)** days after the public opening date.

P. Ownership of Documents.

All documents resulting from this RFP solicitation shall become the sole property of Osceola County.

Section IV. Proposal Schedule.

<i>Tentative Schedule</i>	
Task	Date
RFP Released to General Public	May 1, 2011
RFP Pre-Proposal Meeting (if applicable)	NONE
Deadline for Questions by Interested Parties	Friday, May 20, 2011 by 5:00PM, Local Time
Proposal Due Date and Opening	Tuesday, May 31, 2011 at 2:00PM, Local Time
Evaluation and Selection	June 2011
Presentations, if required	June 2011

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Board of County Commissioners or County Manager's Approval of Contracts	TBD, based on successful negotiations.
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Section V. Proposal Response, Criteria, and Evaluation Point Values.

Evaluation Criteria	
Category	Points
A. Firm Qualifications and Experience	25
B. Similar Projects	20
C. Project Approach	20
D. Fee Schedule (Attachment C)	35
E. Additional Information	0
Total Points	100

A. Firm Qualifications and Experience – Tab “A” (25 Points).

- Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 30 page count.)
- Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to Osceola County.
- Sub-Contractors.** List any sub-contractors that may be used to accomplish this service.
- Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.
- Financial Information.** Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for dismissal of your offer.
- Insurance Certificates.** Provide copy of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required in Attachment “A” within five (5) business days of the notification of intent to award. **Note:** Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
- Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the Conflict of Interest Statement (Attachment “B”) and have it notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the Osceola County Government.
- Local Business Tax Receipt (formerly Occupational License):** Provide a copy of your Local Business Tax Receipt. Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

B. Similar Projects and Central Florida Public Project Experience – Tab “B” (20 Points).

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last two (2) years or currently underway by the

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proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with Osceola County Government.

Although there is NO minimum or maximum point value to be assessed based on a firm's physical location a firm's experience in the Central Florida market may be considered. Firms shall identify their experience in managing public sector projects in the Central Florida area. Firms shall include appropriate contact information, etcetera

C. Project Approach – Tab “C” (20 Points).

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
3. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
4. Provide an implementation schedule for proposed services including any management and planning strategies.
5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Fee Schedule – Tab “D” (35 Points).

The Price Proposal and Acceptance of Proposal Terms and Conditions Certification, Attachment C, Shall be completed and included in Tab D. An authorized signatory must sign **the Acceptance of Proposal Terms and Condition** attesting to knowledge of scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

E. Additional Information – Tab “E” (No Assigned Points).

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

Section VI. Evaluation Process.

A. Determining Responsibility.

In conjunction with the weighted criteria being used to determine the capability of the proposal, the County may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the County;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the County on a debt or a contract; whether the proposer is in default on surety to the County; or whether the proposer's taxes are delinquent.

B. Evaluation and Recommendation Committee.

The Evaluation and Recommendation Committee (ERC) is comprised of qualified Osceola County staff members and/or professional County advisors recommended by Procurement Services in coordination with the requesting department. The ERC shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The ERC should include a representative of the requesting division, a staff member outside of the requesting division and other staff members or local government staff or officials. The composition of the committee shall promote diversity through the selection of qualified members

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Procurement Analyst: Rebecca Jones, CPPO Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
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representing various County offices, departments, and/or professional advisors. The ERC shall consist of not less than five (5) members. The Procurement Services representative shall be the non-voting chair of the committee.

C. Initial Evaluation of Proposals.

The Procurement Services Office Representative shall perform the initial review of all proposals submitted for initial qualifications certification. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline;
2. All required documents have been submitted;
3. All documents requiring an original signature have been signed and submitted; and,
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

A checklist of the essential items required by the solicitation shall be prepared by the Procurement Services Office Representative and presented to the ERC for consideration and action. The County, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

D. Presentations or Interviews.

The County may request that proposers provide presentations to the ERC, County Manager, and/or Board of County Commissioners; and/or conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Services Office will notify all proposers of the County's decision to request presentations and/or interviews, as applicable.

E. Best and Final Offer and Negotiations.

The County may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal.

F. Right to Reject.

The County reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the County.

G. ERC Recommendation.

The recommendation of the ERC will be posted via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. Recommendation of proposal selections may also be viewed via the Onvia DemandStar System; accessible via the link located on the Procurement Services section page of www.osceola.org. Interested proposers may also call the Osceola County Procurement Services Office for results.

H. Protests.

Any party having submitted a proposal and having grounds for protest of the RFP contract award may do so by filing a formal protest in writing to the Procurement Services Office Manager within three (3) days, excluding holidays and weekends, after the contract award is made. Filing such a protest may stay all further contract proceedings until all protest measures have been exhausted. The decision of the Board of County Commissioners is final.

I. Award of Contract.

1. The County Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the Board. The County Attorney's Office shall review all contract documents. Other experts may be consulted to assist in this process.
2. The Procurement Services Office and the requesting Department will prepare the required award documents and make recommendations for approval to the Board of County Commissioners or County Manager. Upon award, the Chairman/Vice Chairman or County Manager, as applicable, will execute the agreement. The Board of County Commissioners retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the County.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the County to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an

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exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.

4. Ownership and Rights in Data: Any work, product or deliverable report provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate. The County shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

Section VII. General Terms and Conditions.

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Osceola County abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act.

Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Local Business Tax Receipt (formerly Occupational License).

Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

D. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The County will not entertain separate payment for these items.

E. Taxes.

Osceola County does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RFP document.

F. Governing Laws and Venue.

Any contractual arrangement between Osceola County and the proposer shall be consistent with, and be governed by, the ordinances of Osceola County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

G. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all proposers must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. (See Attachment "B".)

H. Additional Terms and Conditions.

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

I. Liability.

The successful proposer shall act as an independent contractor and not as an employee of Osceola County. The successful proposer will be required to indemnify, defend, and hold and save harmless Osceola County, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any task or duty required to be performed by the successful proposer.

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J. Indemnification.

1. General Liability: The successful proposer will agree to be liable for any and all damages, losses, and expenses incurred to the County, caused by the acts and/or omissions of the successful proposer, or any of its employees, agents, sub-contractors, representatives, or the like. The successful proposer will agree to indemnify, defend and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the successful proposer, or any of its employees, agents, sub-contractors, representatives or the like.
2. Patent or Copyright: The successful proposer shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the successful proposer during or after completion of this project. These obligations shall survive acceptance of any goods, services and/or performance payment therefore by the County.

K. Insurance Requirement.

1. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference Section VII, letter C) with your proposal submittal.
2. The successful proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in Attachment "A", to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners as the Certificate Holder.
3. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

L. Public Entities Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation and confirmation on the attached form, the proposer certifies that it is qualified to do business with Osceola County in accordance with all Florida Statutes.

M. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County may refuse final acceptance of the goods/services.

N. Firm Location, as applicable. Does not apply.

O. Drug-Free Workplace Preference.

Whenever two or more proposals are equal with respect to price, quality, and delivery, and services are received for procurement subject to the Osceola County Administrative Code, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference, in accordance with section 287.087, Florida Statutes. Certification of an implemented drug-free workplace program must be included with the proposal when the proposal is submitted.

P. Audits and Records—Responsibilities of Successful Proposer.

Before or after an agreement is prepared and executed, the successful proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful

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proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the County in the form and frequency requested. The successful proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than three (3) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the County Commission Auditor or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

Q. Additional Information.

The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

R. Equal Opportunity.

Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the County's Equal Employment Opportunity policy is available upon request.

S. Proposal Use by Other Agencies.

All proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

T. Lobbying.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, and/or any County Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Proposers shall not contact any Board Member, the County Manager, and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the Procurement Services Office. The Board of County Commissioners and/or the County Manager may disqualify any solicitation response where any Board Member, the County Manager, and/or County Personnel have been lobbied in violation of the black-out period.

U. Office of Record.

The Osceola County Procurement Services Office shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Procurement Services Office may be reached Monday through Friday between 8:00 a.m. to 5:00 p.m. at 407-742-0900 (phone) or 407-742-0901 (fax).

V. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

W. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the County and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of work as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

X. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

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Y. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the County.

Z. Certification of Independent Price Determination.

By submission of a response, the Proposer certifies that in connection with this proposal: The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

AA. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

[This space intentionally left blank]

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Attachment "A"
Insurance Requirements

- A. Insurance.** The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Proposer/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits.** The successful Proposer/Contractor and/or subcontractor shall maintain the types of insurance, with the respective limits as outlined in the provided hereto sample Acord 25 Certificate of Liability Insurance.
- C. County as Additional Insured.** The successful Proposer/Contractor and/or subcontractor shall name the "Osceola County Board of County Commissioners and Osceola County" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.
- D. Certificates of Insurance.** The successful Proposer/Contractor and/or subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
 8. The Certificate Holders Box must read as follows:

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741**

Any other wording in the Certificate Holders Box shall not be acceptable.

Non-conforming certificates will be returned for correction.

- E. Waiver.** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors.** The successful Proposer/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the County.
- G. Loss Deductible Clause.** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or subcontractor providing such insurance.

Initials of Signatory: _____ Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

>>>Failure to submit this form may be grounds for disqualification of your submittal<<<

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Attachment "B"
Conflict of Interest Statement

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

- A. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.
- B. Said entity is submitting this proposal/offer to **RFP-11-2123-RJ**, titled "Continuing Construction Project Management/Owner's Representative Services."
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

Dated this _____ day of _____, 20____

AFFIANT

Typed Name of AFFIANT

Title

NOTARY:

STATE OF _____)

COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

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Attachment "C"

Price Proposal and Acceptance of Proposal Terms and Conditions Certification

DESCRIPTION	UNIT	UNIT PRICE
Project	Hourly	
Executive/Principal		
Project Manager (Design)	Hourly	
Project Manager (Construction)	Hourly	
Senior Inspector	Hourly	
Inspector	Hourly	
Clerical	Hourly	

*Selection will be based primarily on the Project Manager rates.

*the County reserves the right to add additional job descriptions and negotiated hourly rates to any resulting agreement when in the County's best interest.

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I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Procurement Services Office for the price set forth herein in Attachment "C". The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

_____	_____
Contracting Party Signature	Contracting Party Printed Name
_____	_____
Title	Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF _____)
COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

Authorized Signature: _____ Date: _____

>>>Failure to submit this form may disqualify your response<<<

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Attachment "D"
Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____ Initial: Date:
Person Completing RFP Document (Signature): 	
Name (Printed): 	Title:

>>>Failure to submit this form may disqualify your response<<<

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Attachment "E"
Statement of "No Proposal Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.

I/WE HAVE DECLINED TO PROPOSE TO **RFP-11-2123-RJ**, titled "CONTINUING CONSTRUCTION PROJECT MANAGEMENT/OWNER'S REPRESENTATIVE SERVICES" for the following reason(s):

- ☐ Proposal requirements too "restrictive".
- ☐ Insufficient time to respond to Request for Proposal.
- ☐ We do not offer this service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet requirements.
- ☐ Unable to meet insurance or bond requirements.
- ☐ Scope of Services unclear (please explain below).
- ☐ Other (please specify below).

REMARKS: _____

Typed Name and Title _____

Company Name _____

Address _____

Signature and Title _____

Date ____/____/____

Telephone Number _____

Fax Number _____

E-mail Address _____

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Attachment "F" Vendor Demographics Survey

Company Name: _____
 Company Address: _____
 City, State, and Zip: _____
 Telephone: _____ Fax: _____ Email: _____

1. Is your company certified as a local vendor with Osceola County? If so, please include with your RFP response a copy of the Osceola County issued certification. Please check mark (✓) as applicable.

_____ Yes _____ No

- 1A. If not certified, does your company meet the County's local vendor criteria? For additional information relating to qualifications, eligibility and exceptions of this policy; please refer to the Osceola County Administrative Code, Chapter 3, Section 3.33. Please check mark (✓) as applicable.

_____ Yes _____ No

2. How many people comprise your workforce? _____

3. Based on your current workforce, how many employees are residents of Osceola County? _____

4. Is your company currently certified as a minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? If so, please include with your RFP response a copy of the Osceola County issued certification. Please check mark (✓) as applicable.

- 4A. If not certified, does your company meet the County's minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) criteria? For additional information relating to qualifications, eligibility and exceptions of this policy; please refer to the Osceola County Administrative Code, Chapter 3, Section 3.34. Please check mark (✓) as applicable.

_____ Yes _____ No

5. Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	Female
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____ Date: _____

County Staff Use Only	Solicitation No:	
	Percentage of Local Employees	
	Percentage of Female and Minority Employees	