

# REQUEST FOR PROPOSALS ASPHALT PAVING SERVICES RFP NO. 21-02

PROPOSAL DUE DATE JULY 7, 2021

#### REQUEST FOR PROPOSALS ("RFP") ASPHALT PAVING SERVICES AT INNOVATION PARK June 4, 2021

The Leon County Research and Development Authority ("Authority") is requesting proposals for the provision of Asphalt Paving Services at Innovation Park, <u>Talcor Commercial Real Estate Services</u>, <u>Inc.</u> ("Talcor") is providing support to the Authority relative to this solicitation. The award shall be made to the responsible Proposer taking into consideration the evaluation factors set forth in the Request for Proposals (RFP) and, if necessary, obtaining best and final offers.

The Authority will receive all proposals. The Board of Governors ("Board") Executive Committee will evaluate all proposals which may conduct negotiations and make a final recommendation to the Board for award of the contract.

#### A. Services Sought.

#### 1. <u>Location.</u>

The Authority is requesting proposals from qualified firms ("Proposers") for the provision of Asphalt Paving Services at Innovation Park. It is the Authority's intent to award one contract for Asphalt Paving Services for selected driveways and parking lots at Innovation Park, 2051 and 2035 E. Paul Dirac Drive, as further described in Exhibit "A" attached hereto.

#### 2. Scope of Services and Approach to Scope of Services.

- a. The successful Proposer shall be required to provide the Asphalt Paving Services outlined in Exhibit "A" ("Basic Services") for the above referenced property.
- b. The successful Proposer shall be required to furnish all equipment, machinery, transportation and other implements necessary to execute the contract. Proposer's Proposal should include an outline of the type of equipment, which the Proposer intends to use to ensure Proposer has sufficient equipment and supplies for the provision of services contemplated in this request for proposals.
- c. The Proposer should propose a plan as to how the Basic Services and any suggested and/or enhanced services will be performed. The plan should include the number of personnel, which will be used to execute the services and when the services will be performed, and estimated time to complete each service. The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be approved by the Authority. In the event Proposer plans to subcontract any portion of the work, Proposer shall indicate in its plan the identity of the subcontractor(s) and the role of said subcontractor(s).

d. The successful Proposer shall maintain that all employees have been trained in appropriate safety measures to ensure Proposer's employees are performing their work in a safe manner.

#### 3. Qualifications of Proposer.

- a. The Proposer shall state their qualifications as a professional Asphalt Paving Services firm, which should include but not be limited to, previous Asphalt Paving Services offered to businesses within Leon County, current contracts being performed by Proposer, the length of time that this Proposer has been performing this service, the length of time employees who will execute the service have been employed by the Proposer, and any special qualifications those employees might have.
- b. The Proposer shall have a minimum of three (3) years previous experience in Asphalt Paving Services for similar sized projects prior to the date the proposal is submitted.
- c. The Proposer shall include responsibilities and relevant experience of the person(s) who will be actively engaged in managing the contract and supervising the employees providing the services.
- d. The Proposer shall submit with the proposal a summary of any training provided to employees to ensure the services proposed are provided in a safe and high-quality manner and environment.
- e. If any services are expected to be subcontracted, the Proposer shall also provide all of the above information for the subcontractor(s).

#### 4. References/Client List.

- a. The Proposer shall provide a list of five (5) client references, at least three (3) of which shall be current clients, for whom the same or similar type of services as those sought in this RFP have been or are being provided. The Proposer shall provide the location of the properties served, a contact person, electronic mail address, if available, and telephone number for each. The Authority reserves the right to contact clients for reference checks.
- b. In the event the Proposer plans to subcontract any services, the above information shall be provided as it relates to the subcontractor(s) and the services that will be performed by such subcontractor.

#### 5. <u>Term of Agreement.</u>

The agreement will begin April 1, 2021. The terms of the agreement for Asphalt Paving Services will be negotiated with the selected proposer. The contract will be monitored for acceptable services rendered throughout the contract term. The Authority will have the option to cancel the contract in whole or in part during the contract term, for any reason or no reason, without penalty, upon notice. The Proposer will not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

#### 6. Payments.

- a. For payment due for Basic Services the Proposer shall submit invoices no more frequently than at the end of each monthly billing period or upon the completion of services. Invoice amounts shall be based on the Proposer's services as rendered.
- b. The Proposer shall provide an invoice which provides detailed billing for services provided no later than thirty (30) calendar days after the date the services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.
- c. Unless specified otherwise, the invoice shall be addressed as follows:

Leon County Research and Development Authority c/o TALCOR Commercial Real Estate Services, Inc. 1018 Thomasville Rd, Suite 200A Tallahassee, FL 32303

d. Payments shall be paid to the Proposer within thirty (30) days contingent upon the receipt by Talcor of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the Authority and the condition that the Proposer has accomplished the services to the satisfaction of the Authority.

#### B. Proposal Process.

#### 1. Mandatory Pre-submittal Conference

A Mandatory Pre-submittal Conference meeting and walk-through of the job site will be held at the Leon County Research and Development Authority's Seminar room in the Collins Building, 2051 E. Paul Dirac Drive, Tallahassee, Florida, at 2:00 PM, June 24, 2021 with Stephanie Shoulet.

#### 2. Contact Information

Each Proposer shall examine the RFP documents carefully and inspect the property subject to this RFP. Questions concerning the RFP terms, conditions and technical specifications will be accepted in writing through 2:00 PM, June 28, 2021. Requests must be transmitted via email. No Proposer may rely upon any oral responses. Answers to such questions will be posted on the Authority's website. Such written questions and requests shall be directed to the following Authority Contact person:

Authority Contact:

Stephanie Shoulet, Talcor Commercial Real Estate Services, Inc. stephanie@talcor.com

a. All registered Proposers will be sent any addenda or clarifications issued in response to this RFP. It is the responsibility of the Proposer to register its name

and contact information with Stephanie Shoulet in order to receive said addenda or clarifications.

- b. Only communications from the Proposer which are in writing and signed by a person(s) authorized to contractually bind such Proposer will be recognized by the Board as duly authorized expressions on behalf of the Proposer.
- c. From the time this RFP is issued until a final decision is made by the Board as to the award of a contract to a Proposer, Proposers are instructed to:
  - i. Only contact the Authority Contact, identified hereinabove, regarding this RFP, the Proposer's Proposal or another Proposer's Proposal in writing; provided any such contact shall be limited to questions regarding the process of this RFP and shall not relate to the merits of the Proposer's Proposal or another Proposer's Proposal; and
  - ii. Other than discussions held during the Mandatory Pre-Submittal Conference and public meetings of the Board, or of the Evaluation Committee, no contact or communication in person, by telephone, e-mail, through an intermediary, or otherwise with any member of the Board or any other representative of the Authority, other than Authority Contact, regarding this RFP, the Proposer's Proposal or another Proposer's Proposal shall occur.
- d. Any contact or communication in violation of the provisions above shall be cause for rejection of the Proposer's Proposal.

#### 3. Proposal Deadline.

Proposals must be received by the Authority by <u>2:00 PM</u>, <u>July 7</u>, <u>2021 ("Submission Deadline")</u>. Proposals may be mailed or hand-delivered to the address below:

#### Mail or hand-deliver to:

Leon County Research and Development Authority Attn: Ron Miller 2051 E. Paul Dirac Drive, Suite 100 Tallahassee, FL 32312

Mark on the <u>outside of the envelope and on any carrier's envelope</u>: "PROPOSAL FOR ASPHALT PAVING SERVICES AT INNOVATION PARK, July 7, 2021, 2:00 PM".

Due to pandemic restricted office hours, hand-delivered Proposals will only be accepted on the day of the Submission Deadline after 9:00am and before 2:00pm, or by appointment only if on days prior to the Submission Deadline. Please email rmiller@inn-park.com to make an appointment.

#### 4. <u>Submission of Proposal.</u>

a. Proposals must arrive at the above address no later than Submission Deadline to be considered.

- b. It is the Proposer's responsibility to assure that their Proposal is delivered to the proper location no later than the Submission Deadline.
- c. The Authority Contact, whose duty it is to open the Proposals, will open the Proposals as soon as practicable after the established Submission Deadline.
- d. Proposals received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Proposer.
- e. The Authority and Talcor are not responsible for the premature opening of a Proposal not properly addressed and identified by the RFP title and submission deadline on the outside of the envelope/package.
- f. The Proposer shall submit an ORIGINAL and two (2) copies of the proposal on or before the Submission Deadline. Proposals will be retained as the property of the Authority. The Original of your Proposal must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding Proposer; all other copies may be photocopies.
- g. Proposer Registration Potential Proposers MUST officially register before July 7, 2021, and as soon as possible, in order to be placed on the Registered Proposers list for the solicitation (see Attachment 9). This list is used for communications to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than the Authority Contact may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer may cause a Proposer's Proposal to be rejected as non-responsive.
- h. Special Accommodation Any person requiring a special accommodation at the Opening of Proposals because of a disability should inform the Authority Contact no less than three (3) workdays prior to the proposal deadline.
- i. All expenses associated with the submittal of a proposal will be borne solely by the Proposers.

#### 5. **General Conditions.**

- a. Proposers must be available for interviews by the Evaluation Committee, and/or the Board if required.
- b. The contents of the Proposal of the successful Proposer will become part of the contractual obligations except as may be modified by subsequent negotiations.
- c. Proposals must be typed or printed in ink. All corrections made by the Proposer to their Proposal prior to the Opening of Proposals must be initialed and dated by the Proposer. No corrections will be allowed to be made to Proposals after the Opening of Proposals.
- d. The Authority reserves the right to reject any or all Proposals, in whole or in part, when such rejection is in the best interest of the Authority. Further, the

Authority reserves the right to withdraw this solicitation at any time prior to the final award of the contract.

- e. Equal Opportunity/Affirmative Action Requirements The Proposer shall 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. For federally funded projects, in addition to the above, the Proposer shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In addition to completing Attachment 3, the Equal Opportunity Statement, the Proposer shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.
- f. Certification Regarding Debarment, Suspension, and Other Responsibility Matters The Proposer must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency and meet all other responsibility matters as contained in the certification form attached as Attachment 4.
- g. Fictitious Name Registration If the Proposer is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Proposal.
- h. Immigration Laws and Employment Eligibility Verification The Proposer shall be responsible for assuring that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Authority shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the contract entered into by the Authority as a result of this RFP. The Proposer must also comply with the Employment Eligibility Verification Program requirements as further described in Attachment 5—the "Affidavit Certification Immigration Laws and Employment Eligibility Verification." As part of the response to this RFP, Proposer must complete and submit Attachment 5.
- i. Addenda to Specifications If any addenda are issued after the initial specifications are released, the Authority will post the addenda on the Authority's website at http://innovation-park.com/opportunities/.

It is the responsibility of the Proposer prior to submission of any Proposal to check the above website or contact the Authority Contact at (850) 224-2300 to verify any addenda. The receipt of all addenda must be acknowledged on the Proposal sheet.

#### 6. Schedule

The following table lists the important dates/times and actions relative to this solicitation. If the Board finds it necessary to make changes to the actions, dates, and/or times, such changes will be accomplished by written addendum to this solicitation and posted on the Authority's website. All times are local times in Tallahassee, Florida.

<u>Events</u>	<u>Date/Time</u>
Release/Issuance of RFP	June 4, 2021
Mandatory Pre-Submittal Meeting	June 24, 2021 at 2:00 PM(EST)
Questions for Clarification Deadline	June 28, 2021 at 2:00 PM (EST)
Submission Deadline	July 7, 2021 at 2:00 PM (EST)
Evaluation Committee's	July 20, 2021 (tentative)
Recommendation for Contract Award	
to the Board	
Authorization of contract by Board of	August 3, 2021
Governors of Authority	
* Notice of meetings of the Evaluation Committee will be posted on the Authority's	

<sup>\*</sup> Notice of meetings of the Evaluation Committee will be posted on the Authority's website at http://innovation-park.com/opportunities/

#### 7. Evaluation

Proposals will be reviewed and evaluated based upon the following criteria:

- a. Completeness of proposal, approach to Scope of Services including proposed schedule to complete work.
- b. Qualifications of Proposer and qualifications of personnel selected to perform the services.
- c. Past performance on contracts for similar services with respect to such factors such as costs, quality of work and ability to perform.
- d. Price.

#### e. Local Preference in Purchasing and Contracting

- i. Preference in Requests for Proposals. In letting of contracts for procurement of contractual services for which a request for proposals is developed with evaluation criteria and a point ranking system is used, additional points shall be added to the total score for a local preference, as follows:
  - (1) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five (5) points.
  - (2) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three (3) points.

- ii. Local business definition. For purposes of this section, "local business" shall mean a business which:
  - (1) Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by LCRDA; and
  - (2) Holds any business license required by Leon County and, if applicable, the City of Tallahassee; and
  - (3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- iii. Certification. Any vendor claiming to be a local business as defined shall so certify in writing to LCRDA. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed (Attachment 8). LCRDA shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

#### f. Minority, Women and Small Business Enterprise (MWSBE) Preference

- i. Preference in Requests for Proposals. In letting of contracts for procurement of contractual services for which a request for proposals is developed with evaluation criteria and a point ranking system is used, a preference of five (5) points shall be added for a certified MWSBE.
- ii. Certification. Any vendor claiming to be an MWSBE shall attach evidence of certification from the Tallahassee-Leon County Office of Economic Vitality, or the State of Florida.

Although not required, a point ranking system may be used to aid in the evaluation process. If a point ranking system is not used, Local and MWSBE Preferences shall considered in the evaluation process.

#### 8. <u>Contract</u>

The successful Proposer will be required to enter into a contract with the Authority in substantially the same form as the sample contract provided with this RFP. By submitting a Proposal, the Proposer acknowledges and agrees to comply with the following if they become the Proposer chosen by the Board:

- a. Hold Harmless The Proposer shall agree to indemnify and hold harmless the Authority from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Proposer, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Proposer, including but not limited to costs and a reasonable attorney's fee. The Authority may, at its sole option, defend itself or allow the Proposer to provide the defense. The Proposer shall acknowledge that ten dollars (\$10.00) of the amount paid to the Proposer is sufficient consideration for the Proposer's indemnification of the Authority.
- b. Audits, Records, and Records Retention: The Proposer shall agree as follows:

- i. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided under this contract.
- ii. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- iii. Upon completion or termination of the contract and at the request of the Authority, the Proposer will cooperate with the Authority to facilitate the duplication and transfer of any said records or documents during the required retention period as specified hereinabove.
- iv. To assure that these records shall be subject at all reasonable time to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Authority.
- v. Persons duly authorized by the Authority and Federal auditors, pursuant to 45 CFR Part 92.36(I)(10), shall have full access to and right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- vi. To include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- c. Insurance Attention is directed to the insurance requirements below. Proposers should confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. Proposers who fail to comply strictly with the insurance requirements may be disqualified from award of the contract.
  - i. The Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, or employees.
  - ii. Minimum Limits of Insurance The Proposer shall maintain limits no less than the following:
    - (1) General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor's

insurance shall include Authority as an additional insured as provided herein below.

- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor's insurance shall include Authority as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
- (3) Worker's Compensation and Employers Liability: Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming Authority as an additional insured, Contractor shall provide to Authority a waiver of all rights of subrogation against Authority with respect to losses payable under such workers' compensation policy(ies).
- iii. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions applicable to any of Contractor's policies required above shall be declared to and approved by Authority. Thereafter, at the request of Authority, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Authority, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- iv. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:
  - (1) General Liability and Automobile Liability Coverages (Authority and its agents are to be named as Additional Insured).
  - (2) The Authority, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Proposer, including the insured's general supervision of the Proposer; products and completed operations of the Proposer; premises owned, occupied or used by the Proposer; or automobiles owned, leased, hired or borrowed by the Proposer. The coverage shall contain no special limitations on the scope of protections afforded the Authority, its officers, officials, employees, agents or volunteers.
  - (3) The Proposer's insurance coverage shall be primary insurance as respects the Authority, it officers, officials, employees, agents and volunteers. Any insurance of self-insurance maintained by the Authority, its officers, officials, employees, agents or

volunteers shall be excess of the Proposer's insurance and shall not contribute with it.

- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees, agents or volunteers.
- (5) The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) All Coverages Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
- (7) Acceptability of Insurers Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- (8) Verification of Coverages The Proposer shall furnish the Authority with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

#### d. Ethical Business Practices

- i. Gratuities It shall be unethical for any person to offer, give, or agree to give any Authority employee, or for any Authority employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or response therefore.
- ii. Kickbacks It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the Proposer or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

e. The Authority reserves the right to deny award or immediately suspend any contract resulting from this response pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

#### 9. **Proposal Format.**

#### **a.** General Format for Proposals

To facilitate evaluation, the Proposer shall follow the format outlined in this section. Failure of a Proposer to follow the required format may, at the sole discretion of the Authority, result in the rejection of the submittal. Proposals shall contain concise written material that enables a clear understanding and evaluation of the capabilities of the Proposer. Clarity and completeness are essential. The Authority, at its sole discretion, may reject any Proposal which is unclear in any way.

#### b. Proposal Content

This RFP will be used as the instrument to solicit Proposals for Asphalt Paving Services for the Authority. It defines the terms, conditions and specifications to be followed and met by the Proposers. In order to maintain comparability and simplify the review and evaluation process, all Proposals submitted are required to be organized in the following manner. Failure to comply with the prescribed organization may, at the discretion of the Evaluation Committee, result in the elimination of the Proposal from consideration. Proposals are to be submitted in three ring binders or bound by binder clips **only**. No manner of plastic, comb or wire bindings or staples are acceptable. Be sure to follow and clearly mark each section of your Proposal according to the sections below.

Tab 1 – Title Page – The Title Page should contain the following:

- The RFP title
- The name of the proposing Proposer
- The name, address, telephone, e-mail address and fax number of the primary contact person

Tab 2 – Table of Contents – The table of contents should include a clear identification of the material included in the Proposal, by section and by page number.

Tab 3 – Approach to Scope of Service, including schedule of dates to complete the Services.

Tab 4 – Qualifications

Tab 5 – Experience

Tab 6 – References/Client List

#### Tab 7 – Required Forms

- (1) Include the following completed forms:
  - Attachment 1 Proposal Form
  - Attachment 2 Price Schedule
  - Attachment 3 Equal Opportunity/Affirmative Action Statement;
  - Attachment 4 Certification Regarding Debarment, Suspension and Other Responsibility Matters;
  - Attachment 5 Affidavit Certification Immigration Laws and Employment Eligibility Verification;
  - Attachment 6 Insurance Certification Form; and
  - Attachment 7 Drug-Free Work Place Form.
  - Attachment 8 Local Vendor Certification
  - Attachment 9 –Proposer Registration Form (as submitted prior to July 7, 2021)
- (2) Copies of required licenses, registrations, and certifications, if any

#### ATTACHMENT 1

#### PROPOSAL FORM

Asphalt Paving Services
At Innovation Park

Place: Leon County R&D Authority 2051 E. Paul Dirac Drive Tallahassee, FL 32310 Due Date: July 7, 2021 at 2:00 PM

Proposal of	hereinafter-called
PROPOSER, a corporation organized and existing u	under the laws of the State of
, or, a partnership, a company, or ar	individual doing business as

To the Leon County Research and Development Authority, hereinafter referred to as "Authority".

The PROPOSER, in compliance with the request for proposals for <u>Asphalt Paving Services</u>, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions of the proposed work, including the availability of materials and labor, hereby proposes to furnish all labor, material and supplies and at the prices shown in the attached Price Schedule. These prices are to cover all expenses incurred in performing the work required under the proposal documents, of which this proposal is a part. These prices are firm and shall not be subject to adjustment provided this Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

PROPOSER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the Authority.

PROPOSER agrees to perform all work for which he contracts as described in the specifications for the unit prices shown on the attached Price Schedule.

Upon receipt of the Notice of Award, PROPOSER will execute the formal contract attached within seven (7) days and deliver Insurance Certificates and Bonds as required.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the contract to be entered into; that all addenda issued related to the RFP have been received; that this proposal is made without connection with any other person, company, or parties likewise submitting a proposal; and that it is in all respects for and in good faith, without collusion or fraud.

	Asphalt Paving Service	
•	h and Development Au	
Submission Deadline:	July 7, 2021 @ 2:00 j	p.m.
I have read all of the	specifications and req	uirements and do hereby certify that all items
submitted meet specification	ations.	
COMBANY	,	AGENT NAME:
COMPANT.	<i>F</i>	AGENT NAIVIE.
ADDRESS:		
CHY:	STATE:	ZIP CODE:
TELEPHONE:		TELEFAX:
FEDERAL ID#:	AND/O	OR SOCIAL SECURITY #:
		Respectfully submitted,
Attest:		
Attest.		
By:		By:
D ' ANI		D ' (N
Print Name		Print Name
Date		Title

### ATTACHMENT 2

#### PRICE SCHEDULE

The PROPOSER, in compliance with the request for proposals for the **ASPHALT PAVING SERVICES**, having examined the required scope of services and written specifications, hereby proposes to furnish **ASPHALT PAVING SERVICES** for the following unit prices.

FIXED COST OF BASIC SERVICES:	
<u> </u>	rice Schedule shall include all labor, materials, ther cost necessary to cover the finished work of
PROPOSER agrees that this proposal period of ninety (90) days after the scheduled clo	shall be good and may not be withdrawn for a osing time for receiving proposals.
Respectfully submitted,	
By:Signature	
Print Name	Print Title

#### **ATTACHMENT 3**

#### EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

- 1. The Proposer hereby agrees 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 Proposer agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:	 	 	_
Title:			
Proposer:			
Address:			

#### **ATTACHMENT 4**

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- 1) The Proposer certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) 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;
  - c) 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
  - d) 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.
- 2) Where the Proposer is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this Proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature	_	
Title	_	
Proposer's name		
Address		

#### **ATTACHMENT 5**

#### AFFIDAVIT CERTIFICATION

#### IMMIGRATION LAWS AND EMPLOYMENT ELIGIBILITY VERIFICATION

The Authority will not intentionally award Authority contracts to any Proposer who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act). The Authority may consider the employment by any Proposer of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Proposer of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Authority.

Pursuant to section 448.095, Florida Statutes, Respondent agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the contract term to perform duties in Florida. Respondent further agrees to provide to the Authority, as part of the contracting documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: http://www.uscis.gov/e-verify.

Respondent further agrees that it will require each subcontractor that performs work under this contract to verify the employment eligibility of its employees hired during the term of the contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of the contract or within ninety days of the effective date of the contract between the Respondent and the subcontractor, whichever is later. The Respondent shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Authority and other authorized state officials upon request.

[SIGNATURES ON NEXT PAGE]

RESPONDENT ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS) AND REPSONDENT WILL ENROLL IN THE E-VERIFY PROGRAM AS A CONDITION OF ANY AWARD RESULTING FROM THIS RFP.

Company Name:	
Signature:	Title:
STATE OFCOUNTY OF	
Sworn to and subscribed before me this day of	, 20
Personally known	NOTARY PUBLIC
OR Produced identification	Notary Public - State of
(Type of identification)	My commission expires:
	Printed, typed, or stamped commissioned name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE AUTHORITY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

# ATTACHMENT 6 INSURANCE CERTIFICATION FORM

To indicate that Proposer understands and is able to comply with the required insurance, as stated in the RFP document, the Proposer shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

1.	. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?		
	YES	No	
	Commercial General Liability:	Indicate Best Rating: Indicate Best Financial Classification:	
	Automobile Liability:	Indicate Best Rating: Indicate Best Financial Classification:	
2.	Is the insurer to be used of no less than A:VII?	I for Workers' Compensation insurance listed by Best with a rating	
	YES	No	
	Indicate Best Rating: Indicate Best Financial	Classification:	
	If answer is NO, provid	le name and address of insurer:	
	tified within the solicitati	obtain the required types and limits of coverage for this RFP, as on package? Be sure to carefully review and ascertain that the or will place coverage at these or higher levels.	
	YES	No	
	se mark the appropriate berage is in place		
	undersigned declares und correct.	der penalty of perjury that all of the above insurer information is true	
Nam	ne Typed or Printed	Signature	
Date	>	Title (Company Risk Manager or Manager with Risk Authority)	

## <u>ATTACHMENT 7</u> Drug Free Work Place Form

Drug-Free Work Place: Yes N/	'A
If <b>Yes</b> please complete the form.	
The undersigned proposer hereby certifies the (Name of Business) does:	hat
	e unlawful manufacture, distribution, dispensing, s prohibited in the workplace and specifying the violations of such prohibition.
maintaining a drug-free workplace, any availal	abuse in the workplace, the business's policy of ble drug counseling, rehabilitation, and employee asy be imposed upon employees for drug abuse
Give each employee engaged in providing the proposed a copy of the statement specified in su	ne commodities or contractual services that are absection (1).
on the commodities or contractual services the terms of the statement and will notify the emplo- contender to, any violation of Chapter 893 or of	tify the employees that, as a condition of working at are under bid, the employee will abide by the over of any conviction of, or plea of guilty or novo any controlled substance law of the United States workplace no later than five (5) days after such
	ctory participation in a drug abuse assistance or e employee's community, by any employee who is
Make a good faith effort to continue to mainta of this section.	in a drug-free workplace through implementation
As the person authorized to sign the statemen above requirements.	t, I certify that this firm complies fully with the
	Proposer's Signature
	Date

This form must be completed, signed and returned with your response to fulfill the requirements of this RFP

#### ATTACHMENT 8 LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a Local Business. For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the Leon County R&D Authority; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

licenses. Failure to provide the information requested wil	i result in denial of certification as a local business.
Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months,	please provide the prior address.
Length of time at this address:	
Home Office Address:	Phone: Fax:
Signature of Authorized Representative	Date
STATE OFCOUNTY OF	
The foregoing instrument was acknowledged before me t	his, 20
Ву	(Name of corporation acknowledging)
a corporation, (  (State or place of incorporation)	on behalf of the corporation. He/she is personally known to me
or has produced(type of identification)	as identification.
(type of identification)	
	Signature of Notary
	Print, Type or Stamp Name of Notary
	Title or Rank
	Serial Number, If Any

#### **ATTACHMENT 9**

#### PROPOSER REGISTRATION FORM

<u>Distribution of Solicitation Documents</u> – Documents related to the subject RFP are being distributed via the LCRDA's website, <a href="http://innovation-park.com/opportunities/">http://innovation-park.com/opportunities/</a>.

<u>Official Registration</u> - Companies must officially register, before July 7, 2021, in order to be placed on the proposer registration list for this solicitation. This list is used for communications to prospective companies.

- To register as a proposer, complete the following information in its entirety and email the completed registration form to Stephanie Shoulet at stephanie@talcor.com.
- Potential respondents to the RFP are responsible for reviewing the complete RFP documents and for collecting all addenda prior to submitting their response. Addenda and revisions will not be forwarded automatically. Potential respondents are advised to check the LCRDA's website <a href="http://innovation-park.com/opportunities/">http://innovation-park.com/opportunities/</a> periodically and prior to submitting their response.

Name of the Company:				
Company's Mailing Address:				
City:	State:	Zip Code:		
Telephone:	Fax:	E-Mail:		
Primary Contact Person for the Company:				
Contact Person's Mailing Address:				
City:	State:	Zip Code:		
Telephone:	Fax:	E-Mail:		

Questions & Answers - Questions concerning the RFP, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the company may discover shall be directed in writing to Stephanie Shoulet. Such written questions and requests shall be: (1) received by Stephanie Shoulet no later than <u>June 28, 2021 at 2:00 p.m. EST</u>; (2) signed by a person authorized to contractually bind such company; and (3) directed to Stephanie Shoulet by the company by e-mail. Answers to such questions will be posted on the LCRDA's website <a href="http://innovation-park.com/opportunities/">http://innovation-park.com/opportunities/</a>.

<u>Communication Prohibition</u> - Prospective respondents are cautioned not to contact any officials other than Stephanie Shoulet concerning this RFP.

Contact Information for Stephanie Shoulet -

• E-mail: stephanie@talcor.com

Submit completed registration form to Stephanie Shoulet via email at Stephanie@Talcor.com

# Exhibit "A" Asphalt Paving Services Scope of Services

The following are the required Basic Services for asphalt paving of parking lots and driveways areas located in the designated areas shown in the picture below for Johnson, Morgan, and Collins Buildings:

- 1. Coordinate with all surrounding building owners and NAI Talcor to schedule a phased implementation approach to maintain accessibility to impacted buildings during normal work hours.
- 2. If questions arise about property boundaries and specified work areas, contractor should contact the Authority.
- 3. All required approvals and permits must be obtained before work is started. The contractor shall use materials and applications approved and specified by Federal, State, and Municipal authorities, and ASTM. The contractor shall take all reasonable actions to protect private and public areas, as well as the public.
- 4. Remove all car stops, clean and re-use undamaged car stops. Replace any damaged car stops.
- 5. Mechanically excavate all damaged areas or areas affected by tree roots. Level any depressed areas and rebase with 6 inches of crushed concrete or lime rock.
- 6. Mill existing asphalt to an appropriate depth to provide proper drainage, an even surface for repaving, and smooth transitions at sidewalks and cross walks, and leveling as necessary.
- 7. Areas to be resurfaced shall be thoroughly cleaned, and tack coated, with properly cured emulsified asphalt (exception: asphalt leveling, or binder is placed the same day and remains clean), before placement of the asphalt over-layment. All vertical edges abutting the asphalt edges should be tack coated.
- 8. Repair/replace all cracked curbs (curbs to be repaired/replaced to be agreed to by the Authority).
- 9. Pave with 1.5" type SP-9.5 hot mix asphalt. Over-layment shall be placed (1.5" minimum compacted thickness). Surface shall be smooth, consistent, and uniform density, and the surface and surface slopes shall be established or maintained to provide acceptable storm water drainage.
- 10. Re-install car stops.
- 11. Stripe with DOT traffic marking paint all parking spaces, curbs, loading zones, yellow curbs, stop bars, handicap spaces in accordance with ADA code, and labeled parking areas as they were painted prior to resurfacing.
- 12. All excavated pavement, debris, and other waste materials shall be removed from the site and disposed of legally by the contractor.
- 13. All work and materials shall comply with applicable Federal, State, and Municipal codes and standards.
- 14. Project Completion Date: Except when weather conditions make completion date impossible, awarded project is to be completed on or before September 30, 2021. Contractor's proposals should include tentative completion dates. A penalty of \$250 payable to the Authority will be imposed for every day the project continues after September 30, 2021.
- 15. Contractor shall warranty application and workmanship for asphalt overlay and re-striping/re-painting: 1): Asphalt overlay shall be warranted from raveling, potholes, and alligatoring for minimum of 1-year from date of application. 2) Re-striping/re-painting shall be warranted from washing-off and/or peeling-off and/or abnormal wearing-off for 1-year from date of application



