

FRANKLIN COUNTY FISCAL COURT

Request for Qualifications FOR Construction Management Services

Franklin County Courthouse

**PROPOSAL DUE
September 23rd, 2025
AT 10:00 AM EST**

Request for Qualifications: Construction Management Services

Franklin County ("County") is seeking to engage the services of one or more qualified contractors to provide Construction Management ("CM") services. A complete scope of services is attached as **Exhibit "A"** and incorporated into this Request for Qualifications ("RFQ").

Franklin County desires to obtain the services of one or more qualified and experienced contractors that can provide CM services for repairs and rebuilding of the Franklin County Courthouse. The contractor shall provide personnel, equipment, plans, procedures, and other materials and capabilities necessary to perform the requested services.

Federal Emergency Management Agency (FEMA) financial assistance will be used to fund the resulting contract. All work will be completed in compliance with FEMA's rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200. Respondents shall document their familiarity with and history of compliance with the current FEMA, federal, state, and local guidelines and regulations as they relate to federally-funded construction projects.

Proposals are due by September 23rd, 2025.

Proposals and all required documents must be submitted online to the DFS Procurement Portal (hereinafter "DFS Portal" or "Portal") at dfs.bonfirehub.com no later than **September 23rd, 2025 at 10:00 AM, local time (EST)**.

Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted.

Submission is electronic only through the DFS Portal. Hard copy proposals or offers by telephone, fax, or email will not be accepted.

Award is scheduled to occur at the subsequent Franklin County Fiscal Court meeting in the Franklin County Fiscal Court Building at 321 West Main Street, Frankfort, KY 40601. The meeting will be open to the public.

Addenda regarding this RFQ will be posted to the DFS Portal at dfs.bonfirehub.com. Proposers are responsible for obtaining addenda and are advised to check the website frequently.

Questions regarding this RFQ are to be submitted to dfs.bonfirehub.com. For questions regarding portal registration or navigation, please email: procurement@erassist.com.

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General Information

I. Project Objective

Franklin County is seeking to engage the services of one or more qualified contractors to provide Construction Management Services. A complete scope of services is attached as Exhibit “A” and incorporated into this Request for Qualifications (“RFQ”).

II. Instructions for Proposal Submission

Respondents must submit an electronic copy of their proposal via the DFS Procurement Portal: dfs.bonfirehub.com. Proposals submitted by any other means shall not be accepted. It is the sole responsibility of the Respondent to ensure that its proposal is submitted by the deadline. Franklin County reserves the right to reject any proposals received after the specified time and date. The decision to reject a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.

Costs of proposal preparation, attendance and preparation for a Respondent interview, if any, or any other costs incurred to respond to this RFQ are the sole responsibility of the Respondent. Franklin County assumes no responsibility for any such costs incurred by the Respondent.

All proposals must be typed and signed by an officer having authority to bind the Respondent.

III. Registration

Each Respondent seeking to submit a proposal is required to create a vendor profile in the DFS Procurement Portal at dfs.bonfirehub.com in order to submit a proposal. Addenda regarding this RFQ will be posted to the DFS Procurement Portal at dfs.bonfirehub.com. Proposers are responsible for obtaining addenda and are advised to check the website frequently.

IV. Changes and Interpretations

Franklin County reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to execution of a resulting contract. The decision to cancel a solicitation cannot be the basis for a protest.

Franklin County reserves the right to request clarification of information submitted and to request additional information of any Respondent. Any such request should not be construed by a Respondent as an indication of selection to provide proposed services.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide to Franklin County the services set forth in this RFQ, or until one or more of the proposals have been awarded.

Respondents shall not direct any queries or statements concerning their proposal to Franklin County staff during the selection process, from the time of submission of a proposal until the

execution of a contract. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. No oral interpretation of this RFQ shall be considered binding.

Questions regarding this RFQ are to be submitted to dfs.bonfirehub.com. For questions regarding portal registration or navigation, please email: procurement@erassist.com.

All proposals must be properly certified by the entity bidding for the work and signed by an officer, director or owner that has authority to bind and commit the Contractor to perform said work and services.

Respondents are urged to visit the site/sites where the work is to be performed before submitting a proposal to conduct due diligence. The Respondent may request to schedule site visits with Judge Michael Mueller via cell phone at 502-209-0444.

V. Property of Franklin County

All materials submitted in response to this RFQ become the property of Franklin County. Franklin County has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

VI. Ethics Requirement

This RFQ is subject to Franklin County's policy governing conflicts of interest in procurement and contract administration. Accordingly, there are prohibitions and limitations on the activities of Franklin County's personnel and contractors. Respondents are highly encouraged to review this policy in order to ensure compliance with the same (available upon request).

VII. Disclaimer

In its sole discretion, Franklin County may withdraw this RFQ either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFQ. Through its own investigation and in its sole discretion, Franklin County may determine the qualifications, experience, and acceptability of any Respondent submitting a proposal in response to this RFQ. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information, and assurances, including, but not limited to financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners, and employees, as requested by Franklin County. Any action taken by Franklin County in response to proposals submitted in response to this RFQ or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability, or obligation on the part of Franklin County, or its advisors.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFQ is at the sole risk and responsibility of the party submitting such proposal.

VIII. Contract Agreement / Compensation

The contract will be a lump sum contract as per the price proposal form provided herein. The terms and conditions of the resulting non-exclusive contract will be negotiated with successful Respondent(s). If Franklin County and the successful Respondent cannot agree on the terms and conditions of the resulting contract, Franklin County reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until Franklin County is able to enter into a contract with a Respondent that best meets the needs of Franklin County.

The contract must include the contract provisions required by 2 C.F.R. § 200.327 and FEMA guidance.

While Franklin County anticipates awarding one contract, Franklin County reserves the right to award to more than one Respondent if it is in the best interests of Franklin County.

IX. Bonding

For construction or facility improvement contracts or subcontracts exceeding \$250,000, federal procurement standards require, at a minimum:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

X. Insurance Requirements; Safety Precautions; and Limitation of Liability

The Respondent(s) selected for award shall obtain or possess the following insurance coverages, and will provide Certificates of Insurance to Franklin County, with the Certificate Holder listed as Franklin County, to verify such coverage as a condition precedent to award:

1. Workers' Compensation - The contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Franklin County and its agents, employees and officials.
2. Commercial General Liability - The contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this Contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. The work hereunder involves the cleanup, remediation and/or removal of bio-solids, bio-hazardous waste and hazardous/toxic materials, trash, debris, refuse and waste. The Contractor shall provide, or shall require its sub-contractor(s) performing the work to provide, the following coverage in addition to the above requirements:
 - a. Environmental Liability and Cleanup Coverage - with limits of not less than \$1,000,000 per occurrence.
 - b. Business Automobile Liability - for transportation of regulated and/or hazardous waste, products, or materials with limits of not less than \$1,000,000.00, per occurrence. Said coverage shall include Franklin County as an additional insured and shall include both the MCS-90 and CA 9948 (or equivalent) endorsements, which shall be specifically referenced on the certificate of insurance.

The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state, and local safety laws, insurance requirements, standard industry practices, the requirements of the operations, and the awarded contract. The Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placards, labels, or posting other forms of warnings against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation and/or removal of bio-solids, biohazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the contractor, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials and hazardous operations, and shall

exercise utmost care and perform such activities under the supervision of properly qualified and or competent personnel.

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

XI. Record Retention Requirements

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least ten years after completion of the contract resulting from this RFQ. Franklin County shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible to Franklin County at the Contractor's local place of business for purposes of inspection, reproduction, and audit, without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to ensure that all required records are provided to Franklin County at the Contractor's expense.

XII. Subcontracting

If the Contractor intends to subcontract any portion of the work under the awarded contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms¹ are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

¹ A list of labor surplus areas is available on the U.S. Department of Labor's website at <https://www.doleta.gov/programs/lsa.cfm>.

XIII. Evaluation and Award

Franklin County will evaluate and rank the most advantageous proposals and make a selection for contract negotiation and award. The selected Respondent will be notified in writing with an intent-to-award letter.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by Franklin County. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. There is no obligation on the part of Franklin County to award the proposal to the lowest priced Respondent, and Franklin County reserves the right to award the contract to the Respondent submitting the best overall responsive proposal which is most advantageous to and in the best interest of Franklin County consistent with the evaluation criteria. Franklin County shall be the sole judge of its best interests.

As part of the evaluation process, Franklin County may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Submission of a proposal in response to this RFQ constitutes acknowledgment of the investigation process and consent to Franklin County's investigation. Franklin County is the sole judge in determining Respondent's qualifications.

While Franklin County allows Respondents to specify any desired variances to the RFQ terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to Franklin County.

A. Evaluation Criteria and Scoring

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified", a Respondent must receive a minimum 70 points.**

Evaluation Criteria	Maximum Available Points
Completeness and Comprehensiveness of Proposal 1. Completeness of Proposal; 2. Comprehensiveness of Proposal.	5
Firm Qualifications 1. History, organizational structure; 2. Capability relative to the requirements found in this RFQ; 3. Experience in the requested services; 4. Contents and completeness of Qualifications Questionnaire.	25
Technical Approach 1. Contractor's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance, and accountability; 2. CapaCounty for multiple contractual obligations.	25
Cost Effectiveness 1. Price proposal	25
Similar Projects and References 1. Prior experience with three similar projects; 2. Quality of references.	20
Total	100 points

XIV. Proposal Format

Information should be organized in sections as described below. Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference materials included in the additional documents.

Proposals must be properly signed by a person having the authority to bind the Respondent in a resulting contract.

Only one proposal may be submitted by each Respondent. If more than one firm is involved in a joint venture, a complete response from each firm is required.

A. Table of Contents

B. Cover Letter/Executive Summary (2 page limit)

- Provide a cover letter, signed by an authorized representative of the Respondent, indicating the underlying philosophy of the firm in providing the services stated herein and indicating the Respondent's commitment to provide the services proposed.
- The Executive Summary should include a brief overview of the proposed plan of action, including, but not limited to, strategy for implementation, and understanding of the RFQ technical requirements.

C. Respondent's Qualifications (4 page limit + Exhibit E)

- Complete and provide the Qualifications Questionnaire attached hereto as **Exhibit E** (this form is not included in the page limitation for this section).
- Provide an overview of the Respondent's history, capability, and business ability relative to the requirements found in this RFQ. Include information on organizational structure.
- Describe Respondent's qualifications in providing the Services, specifically grant-funded services and any prior work performed for similar entities.
- Identify the key personnel who will be committed to working on this engagement and provide their resumes. Advise whether key personnel will work remotely or be available on-site (as necessary). Resumes must provide an overview of their experience and capabilities and include at a minimum how long they have been working in their relevant positions. Resumes will not be included in the 4-page limit.
- Describe the experience your employees have in handling the documentation required for receiving Federal or State grant funding or reimbursement.

D. Technical Approach (3 Page Limit)

- Provide a description of the firm's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance, and accountability.
- Provide relevant availability guidelines and/or the average time between request for services/tasks and actual performance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual what capacity they would serve on this project. Include information on supervisory personnel.

E. Cost Effectiveness (Exhibit D)

- Instructions for providing a cost or price proposal are provided in **Exhibit D**, Price Proposal Form.

F. Similar Projects and References (Exhibit F)

Respondents shall provide a minimum of three references on the forms provided at **Exhibit F** demonstrating their experience and/or skill with similar projects. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

XV. Protests

All decisions of Franklin County with respect to this RFQ and resulting contract award will be final and not subject to challenge or protest.

XVI. Exhibits

This RFQ consists of the following exhibits (which are incorporated herein by reference):

- Exhibit A Scope of Services
- Exhibit B Conflict/Non-Conflict of Interest Statement
- Exhibit C Litigation Statement
- Exhibit D Price Proposal
- Exhibit E Qualifications Questionnaire
- Exhibit F References Form
- Exhibit G Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit H Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

END OF RFQ – RFQ EXHIBITS FOLLOW

Exhibit A: Scope of Services
RFQ – Construction Management Services

The CM shall provide pre-construction phase services including, but not limited to, the following:

- A. Identify project scope and construction budget and assist in preparation.
- B. Participate and assist in program/planning meetings.
- C. Prepare and maintain critical path method (CPM) or bar chart schedules which include each phase of pre construction and construction; and, which show milestone dates for each phase of the project. Coordinate schedule generation with Owner and Architect.
- D. Provide dependable conceptual estimates from Schematic Design drawings and detailed estimates from Design Development drawings and from 50% completed Construction Documents.
- E. Provide constructability and contractibility reviews at each phase of design.
- F. Conduct a value engineering review, including Life Cycle Cost evaluations, for alternate materials and systems prior to the beginning of the Construction Documents phase.
- G. Coordinate materials ordering and delivery, including long lead materials.
- H. Provide assistance and recommendations to the Owner for obtaining any necessary specialty professional services or studies, if required.
- I. Assist the Owner in obtaining required permits.
- J. Prepare and submit cash flow analysis to the Owner prior to bond sale, if applicable.
- K. Review design documents for clarity and completeness and make appropriate recommendations.
- L. Write the general conditions, supplementary/special conditions, the bid documents, and division 1 of the specifications for inclusion in joint or separate project manuals.
- M. Provide the proper construction management language for contract documents and bid packages.
- N. Separate construction work into appropriate bid packages, done in such a manner that all work categories can be bid using a single compiled set of Construction Documents.

- O. Prepare bid documents and forms and distribute them to potential bidders.
- P. Review qualifications of potential bidders, generate interest, advertise, and solicit competitive bids for the Owner.
- Q. Conduct pre-bid conferences and assist in pre-construction meetings.
- R. Conduct public bid openings. Assist in reviewing and evaluating bids and in making recommendations to the Owner.
- S. Provide Franklin County with the bid tabulations, proposal forms, bid securities, proposed contracts, not less than ten (10) working days prior to scheduled bond sale.
- T. Collect executed contracts, purchase orders, affidavits of assurance, insurance certificates, and performance and payment bonds and distribute copies to Owner, A/E, and contractors.

The Construction Manager (CM) shall provide construction phase services including, but not limited to, the following:

- A. Mobilization of job site - Provide and maintain a fully equipped project office facility on-site to perform all required CM duties and meetings and coordination of on-site temporary facilities.
- B. Maintain full time on-site construction supervision to provide daily inspections, quality control, monitoring, coordination of the various trades, provide record drawings, and provide a daily work log. Also, assign any Owner purchased materials.
- C. Conduct monthly job progress meetings following a CM generated agenda with the Architect and all trades, and follow-up with distribution of minutes to all parties.
- D. Conduct a minimum of bimonthly on-site meetings to review safety and to ensure schedule conformance as related to delivery schedules. Provide a plan of maintaining original completion date with critical path method (CPM) scheduling updates to all parties.
- E. Provide general safety signage and posting for the project and see that each Contractor prepares and submits an adequate safety program and monitoring throughout the project.
- F. Provide the owner with a monthly review of cash flow to allow investment of funds available.
- G. Review change order proposals to verify validity, purpose, and cost. Review with the Architect and Owner and process change order requests as required.

- H. Review shop drawings for conformance to construction documents and, if presentable, forward to the Architect for approval.
- I. Monitor certificate of insurance for expiration from all contractors and confirm the owner's builder's risk policy.
- J. Compile payment requests, verify correctness and forward to the Architect for approval. CM to sign a cover sheet stating that the application has been reviewed and is recommended for payment.
- K. Provide Architect and Owner with a monthly analysis of all bid packages indicating amount of contract completed and remaining, monies paid, retained, and owed.
- L. Assist Architect in preparation of BG-4, conducting final inspections, approvals, and Certificates of Occupancy.
- M. Assemble close-out documents required and forward to Architect for approval (i.e., as-built documents, maintenance manuals, surety releases, keys, warranties, guarantees, record drawings, and lien waivers.)
- N. Coordinate any training specified for Owner's personnel in learning to operate equipment and systems.
- O. Provide assistance to the owner throughout warranty periods.
- P. Perform services and duties in compliance with contract between Owner and CM.

Exhibit B: Conflict/Non-Conflict of Interest Statement
RFQ – Construction Management Services

CHECK ONE

To the best of our knowledge the bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project. [SELECT YES IF TRUE]

OR

The bidder, by attachment, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. [SELECT NO IF TRUE & UPLOAD DOCUMENTATION]

Failure to answer appropriately may result in disqualification of your bid.

DFS Portal Confirmation / Declaration:

Do you confirm that to the best of your knowledge the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project? (Y/N)

If answered no, documentation must be uploaded containing information regarding what may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Exhibit C: Litigation Statement

RFQ – Construction Management Services

CHECK ONE

The undersigned firm has had no litigation filed and/or judgments entered against it within the past ten years and is not subject to any pending, or to its knowledge, threatened, legal proceedings against or affecting it, its business, assets, or property. [SELECT YES IF TRUE]

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation filed and/or judgments entered against it within the past ten years. [SELECT NO IF TRUE & UPLOAD DOCUMENTATION]

Failure to check the appropriate boxes above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

DFS Portal Confirmation / Declaration:

Do you confirm that to the best of your knowledge the undersigned proposer has no litigation filed and/or judgments entered against it within the past ten years and is not subject to any pending, or to its knowledge, threatened, legal proceedings against or affecting it, its business, assets, or property. (Y/N)

Exhibit D: Price Proposal Form
RFQ – Construction Management Services

Respondents must submit a price proposal using this price proposal form. [Description of how pricing will be set – unit rates, fixed fee, time and materials, etc. Cost + % of cost pricing cannot be used. CM may set fixed CM fee before construction phase begins by using a % of estimated cost.]

Unless otherwise indicated in this Scope of Services, all services performed under this contract shall be paid in accordance with this Price Proposal.

An authorized representative of the Respondent offering this proposal must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Respondent.

Any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Price Proposal Form (or elsewhere) is approximate only and not guaranteed by Franklin County. Franklin County does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Respondent plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

Phase of Service	Unit	Proposal
Pre-Construction Phase Services	Lump Sum	
Construction Phase Services	Fixed Fee set as % of Construction Cost Estimate	

- Fee proposal shall be all inclusive and subject only to change per the contract's terms and conditions.

DFS Portal Confirmation / Declaration:

By completing and submitting the Cost Proposal Form, you are certifying all of the above as well as the prices and data entered in the Cost Proposal Form in the DFS Portal. The following Price Proposal Fee Schedule is provided for reference only.

state

Exhibit E: Qualification Questionnaire
RFQ – Construction Management Services

All questions on this questionnaire must be answered; do not leave blanks—where appropriate, state “None” or “Not Applicable” (N/A). Franklin County reserves the right to inquire further with respect to any matter in this questionnaire or otherwise to determine the suitability of a Respondent to receive an award of a contract.

Respondent Representations

If for any reason a representation on this questionnaire is not accurate and complete as of the time the Respondent signs this form, Respondent must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, Respondent represents that the following statements are complete and accurate.

The following questions apply to (i) Respondent, Respondent’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Respondent or Respondent’s parent, subsidiaries, or affiliates; (iii) Respondent’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Respondent; (iv) any legal entity, controlled, or 10% or more of which is owned, by Respondent, or by any director, officer, principal, managerial employee of Respondent, or by any person or entity with a 10% or more interest in Respondent. (If the answer to any question is “YES,” Respondent must attach all relevant information in the requested information section of the Proposal)

- | | | |
|---|-----------------------------|------------------------------|
| (1) Within the past five years, has the Respondent been declared not responsible to receive a public or private contract? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| (2) Has the Respondent been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| (3) Is there a proceeding pending relating to Respondent’s responsibility, debarment, suspension, or qualification to receive a public or private contract? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| (4) Within the past five years, has Respondent defaulted on a contract or been terminated for cause on a public or private contract? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| (5) Has a public or private entity requested or required enforcement of any of its rights under a surety agreement on the basis of Respondent’s default or in lieu of declaring Respondent in default? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| (6) Within the past five years, has the Respondent been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete any public or private contract? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |

(7) Within the past five years, have Respondent's safety practices/procedures been evaluated and ruled as less than satisfactory by a public or private entity? ☐ No ☐ Yes

(8) Has Respondent's Workers' Compensation Experience Rating (also known as the Experience Modification Rate or EMR) been 1.2 or greater at any time in the last five years? If yes, please explain. ☐ No ☐ Yes

(9) Within the past five years, has the Respondent been accused of violating equal opportunity or nondiscrimination laws? ☐ No ☐ Yes

(10) Within the past five years, has the Respondent been accused of violating prevailing wage laws, regulations, or executive orders? ☐ No ☐ Yes

Questions Which Must Be Answered by "Yes" or "No"

To the best of your knowledge after diligent inquiry, in connection with the business of Respondent or any other firm which is related to Respondent by any degree of common ownership, control, or otherwise, do any of the following statements apply to: (i) Respondent, Respondent's parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Respondent or Respondent's parent, subsidiaries, or affiliates; (iii) Respondent's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Respondent; (iv) any legal entity, controlled, or 10% or more of which is owned, by Respondent, or by any director, officer, principal, managerial employee of Respondent, or by any person or entity with a 10% or more interest in Respondent? (If the answer to any question is "YES," the Respondent must attach all relevant information in the requested information section of the Proposal.)

(1) Within the past ten years has been convicted of or pleaded nolo contendere to (i) any felony or (ii) a misdemeanor related to truthfulness in connection with business conduct. ☐ No ☐ Yes

(2) Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state, or local government agency, any public authority or any other public entity. ☐ No ☐ Yes

(3) Has within a ten year period preceding the date of this Questionnaire been convicted of or had a civil judgment rendered against it for or in relation to: (i) 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; (ii) collusion with another person or entity in connection with the submission of bids/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

☐ No ☐ Yes

In the past ten years, has Respondent entered into a consent decree, deferred prosecution agreement or a non-prosecution agreement?

☐ No ☐ Yes

In the past seven years, have any bankruptcy proceedings been initiated by or against the Respondent (whether or not closed) or is any bankruptcy proceeding pending by or against the Respondent regardless of the date of filing?

☐ No ☐ Yes

In the past five years, have there been any judgments or tax liens of \$100,000 or more, including but not limited to judgments based on taxes owed, fines and penalties assessed by a government agency against Respondent at any time?

☐ No ☐ Yes

During the past five years, has the Respondent failed to file any applicable federal, state, or local tax return?

☐ No ☐ Yes

Background

A. Indicate if your business qualifies as one of the following:

☐ Small Business Enterprise

☐ Women's Business Enterprise

☐ Minority Business Enterprise

☐ Labor Surplus Area Firm²

B. List any licenses your company holds.

DFS Portal Confirmation / Declaration:

By completing and submitting the Qualification Questionnaire, you are certifying all of the above as well as the data entered in the Qualification Questionnaire in the DFS Portal. The above Qualification Questionnaire is provided for reference only.

² A list of labor surplus areas is available at <https://www.doleta.gov/programs/lisa.cfm>.

Exhibit F: References
RFQ – Construction Management Services

List three references for whom you have provided similar projects successfully completed in the past five years. Be sure to include: Agency/company, Contact information, Address of agency/company, name of project, and description of project.

**Exhibit G: Certification Regarding Debarment,
Suspension And Other Responsibility Matters
RFQ – Construction Management Services**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction:* A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction:* (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions:* The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment:* Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension:* Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal or agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered

Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by submitting this proposal or agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

DFS Portal Confirmation / Declaration:

*Do you, the Contractor, confirm that you have read the Certification Regarding Debarment, Suspension And Other Responsibility Matters. In addition, agree to all of its contents.
(True/False)*

**Exhibit H: Certification Regarding Lobbying For
Contracts, Grants, Loans, And Cooperative Agreements
RFQ No. 752116 – Construction Management Services**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESPONDENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, RESPONDENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DFS Portal Confirmation / Declaration:

Do you, the Contractor, confirm that you have read the Certification Regarding Lobbying For Contracts, Grants, Loans, And Cooperative Agreements

and certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. (True/False)