

REQUEST FOR QUALIFICATIONS, PROPOSALS, OR
CONSTRUCTION (INCLUDES 2 STEP BID)

22-RG0018/PH

PROFESSIONAL ENGINEERING SERVICES – TWO (2) LAP
PROJECTS, 441103-1-38-01 FREEPORT DRIVE SIDEWALKS AND
441107-1-38-01 EASTSIDE ELEMENTARY SIDEWALKS

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



RELEASE DATE: January 11, 2023

DEADLINE FOR QUESTIONS: January 25, 2023

RESPONSE DEADLINE: February 22, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/hernandocounty>

County of Hernando
REQUEST FOR QUALIFICATIONS, PROPOSALS, OR CONSTRUCTION
(INCLUDES 2 STEP BID)
22-RG0018/PH

Professional Engineering Services – Two (2) LAP Projects, 441103-1-38-01 Freeport Drive Sidewalks and 441107-1-38-01 Eastside Elementary Sidewalks

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1. INTRODUCTION

1.1. Summary

Hernando County is seeking Statements of Qualifications from Florida-registered firms qualified to provide comprehensive general professional civil engineering, planning, and consulting services required in connection with the development and improvement of Hernando County infrastructure. The general objective is for the Consultant to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations, and other technical documentation in accordance with the design criteria and standards of the Florida Greenbook policy, procedure, and requirements. These contract documents will be used by the Contractor to build the projects and for inspection and final acceptance of the projects.

1.2. Background

QUALIFICATIONS:

Submittals must include documentation of at least five (5) years of professional experience for personnel assigned to the work under this Agreement.

The Professional/Consultant shall be a licensed professional in accordance with Florida law and be familiar with all applicable laws, regulations, and codes of the USDOT, FDOT, other Florida State agencies, Southwest Florida Water Management District (SWFWMD), and Hernando County. FDOT pre-qualification of the Consultant is required.

In determining qualifications, the County shall consider such factors as the ability of professional personnel, familiarity of federal-aid requirements, past performance, willingness to meet time and budget requirements, and recent, current, and projected competing project workload of the firm.

Experience of engineers who would be assigned to this work shall include work experience with FHWA, FDOT, LAP and other grant-related projects.

Proof of Professional Liability insurance. The insurance company must be authorized to conduct business in the State of Florida. The Consultant shall be prequalified by the Florida Department of Transportation as defined in work groups 3.1, 8.1 and 8.2.

1.3. Contact Information

Project Contact:

Lillian Hoyt

Operations Assistant

1525 E Jefferson Street

Brooksville, FL 34601

Email: lhoyt@co.hernando.fl.us

Phone: [\(352\) 754-4755](tel:(352)754-4755)

Request for Qualifications, Proposals, or Construction (includes 2 step bid) #22-RG0018/PH
Title: Professional Engineering Services – Two (2) LAP Projects, 441103-1-38-01 Freeport Drive Sidewalks and
441107-1-38-01 Eastside Elementary Sidewalks

Procurement Contact:

Carla Rossiter-Smith

Intake

15470 Flight Path Drive

Brooksville, FL 34604

Email: crossiter-smith@co.hernando.fl.us

Phone: [\(352\) 754-4004](tel:(352)754-4004) Ext: [24153](tel:(352)754-4004)

Department:

Department of Public Works

Department Head:

Scott Herring

DPW Director

1.4. [Timeline](#)

Advertisement	January 11, 2023
Date Questions Due	January 25, 2023, 5:00pm
Date Answers Due to all Firms	February 3, 2023, 5:00pm

Request for Qualifications, Proposals, or Construction (includes 2 step bid) #22-RG0018/PH
 Title: Professional Engineering Services – Two (2) LAP Projects, 441103-1-38-01 Freeport Drive Sidewalks and
 441107-1-38-01 Eastside Elementary Sidewalks

<p>RFQ Submittal Due</p>	<p>February 22, 2023, 3:00pm Join Zoom Meeting https://hernandoclerk.zoom.us/j/94664806689?pwd=MWJjNHJSclUrYWWh1b1pRTzMvaWk5UT09 Meeting ID: 946 6480 6689 Passcode: 356998 One tap mobile +17209289299,,94664806689#,,,,*356998# US (Denver) +12133388477,,94664806689#,,,,*356998# US (Los Angeles) Dial by your location +1 720 928 9299 US (Denver) +1 213 338 8477 US (Los Angeles) +1 253 215 8782 US (Tacoma) +1 669 219 2599 US (San Jose) Meeting ID: 946 6480 6689 Passcode: 356998 Find your local number: https://hernandoclerk.zoom.us/u/acA12esknN</p>
<p>Submittal Screening</p>	<p>March 8, 2023</p>
<p>A/E Interview List Released</p>	<p>March 13, 2023</p>
<p>A/E Oral Interviews (if required)</p>	<p>March 27, 2023</p>
<p>Negotiation of A/E Contract</p>	<p>April 10, 2023</p>
<p>Contract Approval (projected)</p>	<p>May 16, 2023</p>
<p>Anticipated Design Start</p>	<p>May 22, 2023</p>

2. PROJECT DETAILS

2.1. DEFINITIONS

“ADA” means Americans with Disabilities Act.

"Addenda" means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Qualifications by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.

"Agreement" means a legal document, executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

“CEI” means Construction Engineering and Inspection.

"Contract Documents" means the Request for Qualifications, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.

"Consultant" means the Successful Proposer, in the context of the Request for Qualifications. In the context of the Contract Documents, Consultant means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Consultant will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.

"County" means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers. Also referred to as Hernando County and Hernando County BOCC throughout.

"Evaluation Team" means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.

“FDOT” means Florida Department of Transportation.

“LAP” means Local Agency Program.

"Minor Irregularity" means a variation from the Request for Qualifications terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.

"Notice of Award" means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.

"Notice of Intent to Award" means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.

"Notice to Proceed" means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.

"Pre-Proposal Meeting" means a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Qualifications.

"Public Opening" means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Qualifications in the presence of the public.

"Proposer" means the entity that submits a Proposal to the County in response to the Request for Qualifications. "Proposal" means the response to the Request for Qualifications submitted by the Proposer.

"Recommendation of Award" means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Qualifications advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.

"Request for Qualifications" means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.

"Responsible Proposer" means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Qualifications, and the integrity and reliability that will assure good faith performance.

"Responsive" means a Proposal that conforms in all material respects to the Request for Qualifications requirements.

"Services" means all supervision, labor, materials, equipment, supplies, Sub-Consultants, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

"Sub-Consultant" means an entity having a direct Contract with the Successful Proposer or with any other Sub-Consultant of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Consultant.

"Successful Proposer" means the Proposer who the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.

"Timeline" means the list of critical dates and actions involved in the Request for Qualifications.

2.2. PROJECT DESCRIPTION

The project, Freeport Drive from Deltona Blvd. to Northcliffe Blvd., includes the design activities of a sidewalk along Freeport Drive from Deltona Blvd. to Northcliffe Blvd. The project consists of designing a six (6)-foot wide sidewalk along Freeport Drive, Fox Chapel Lane, and Moongate Road to provide a walking path for students of Fox Chapel Middle School.

The project, Eastside Elementary (Raley Road from US98/SR50/Cortez Blvd. to Roper Road), includes the design activities of a sidewalk along Raley Road from US98/SR50/Cortez Blvd. to Roper Road. The project consists of designing a five (5)-foot wide sidewalk along Raley Road, Dakota Drive, and Boxwood Street to provide a walking path for students attending Eastside Elementary School in Hernando County.

2.3. SCOPE OF SERVICES

The Consultant shall follow a system engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications. The sidewalk will be constructed within the existing right of way except where easements or restoration agreements may be required and obtained by the County.

The design shall be based on the 2018 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”), 2021 FDOT Design Manual (FDM), 2021-22 FDOT Design Standards, 2009 FHWA Manual on Uniform Traffic Control Devices, and the 2008 Hernando County Facility Design Guidelines.

The Consultant is responsible for coordinating its design work with the public and private Utility Agency/Owners having existing and/or planned facilities within the limits of the projects. Prior to the 60% Design Phase, the Consultant shall notify all public and private utilities that may have utilities within the project limits. Notification shall include a description of the project and an outline of the design schedule.

The Consultant shall be aware that as the projects are developed, certain modifications and/or improvements to the original concepts may be required. The Consultant shall incorporate these refinements into the design and consider such refinements to be an anticipated and an integral part of the work. This shall not be a basis for any supplemental fee request(s).

The Consultant shall demonstrate good project management practices while working on the project. Consultants are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes, ordinances, and recognized standards applicable to such professional services, as well as FDOT LAP regulations and FHWA Federal Grant requirements.

Tasks may include, but are not limited to:

- Attend other agency presentations/meetings
- Conduct field reviews

- Professional survey services by a licensed Surveyor
- Preparation of Plans, Specifications and Engineer's reports
- Develop cost estimates and project schedule
- Conduct Cost/Benefit analysis
- ERC (Electronic Review Comments) responses
- Specification package preparation
- Respond to design variation/exception requests
- Prepare back of sidewalk profiles and elevations, and typical sections
- Stormwater design
- Design of retaining walls and handrails
- Design of miscellaneous structures (overhead sign structures, foundations, drainage structures, etc.)
- Design of Signage and Pavement Marking
- Utilities Coordination (Water, Sewer, Electric, etc.) – In the event there is a utility conflict with the proposed improvements, the Consultant shall coordinate with the County to conduct a Utility Design Meeting with the involved Utility Agency/Owners.
- Incorporate the markup information provided by the Utility Agency/Owners on the plans. Utility coordination shall continue throughout the design process to assist with resolving utility conflicts.
- Environmental assessments, investigations, permit acquisition, reports, and other environmental services as required.
- SWFWMD (Southwest Florida Water Management District) Permit Application Packages (Notice of General Permit or Exemption Verification)
- Post Design Services

2.4. DELIVERABLES

- The Consultant shall furnish 60%, 100%, and Final Plans in accordance with the schedule to be determined upon award of the Contract.
- The Plans will be submitted as AutoCAD Release 2019, or earlier, as well as sets of the plans in PDF format.
- All plan submittals shall include an updated engineer's cost estimate for construction.

60% Plan submittal shall include:

- Spot elevations, based on the civil grading plan, for the perimeter of the new construction, sidewalk, or any other areas pertinent to the drainage of stormwater.
- Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the project Consultant and respective subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Architect or Engineer of Record similar to the following: "To the best of my knowledge and belief these drawings and the project manual are complete and comply with the Florida Department of Transportation requirements".
- Final location and elevations for manholes, handholds, and pull boxes.
- Provide two (2) sets of plans to the Utility Agency/Owners with instructions to return one (1) set of marked up plans to the Consultant showing their existing facilities, proposed utility relocations, adjustments, and any planned facilities.
- Locations of all site improvements, street furniture, planters, and any other features pertinent to the scope of work.
- Details of all curbing, handicap ramps, signage, site lighting, flagpole and fence foundations, and any other site conditions pertinent to the scope of work.
- A plan to delineate staging areas, site barriers, and other area designations to control and separate the public from construction activities and traffic.

100% Plan submittal will include:

- Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading and civil/structural site plans.
- Provide two (2) sets of plans to the Utility Agency/Owners with instructions to return one (1) set of marked up plans to the Consultant showing their existing facilities, proposed utility relocations, adjustments, and new facilities design.
- A plan to delineate staging areas, site barriers, and other area designations to control the public from construction activities and traffic.

Final Plans, including all FDOT specifications:

- This submittal is the official set and shall be included in the bid documents.
- Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the project Consultant and respective subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Architect or Engineer of Record similar to the following: "To the best of my knowledge and belief these drawings, and the project manual are complete, and comply with the Florida Department of Transportation requirements".
- Upon completion of the Final Construction Documents, the design professional shall submit to the Owner three (3) copies of the drawings, specifications, reports programs, a final updated Project

Development Schedule, a final updated Statement of Probable Construction Cost, and other such documents as reasonably required by the Owner.

- All documents for this phase shall be provided in hard copy and electronic media.

2.5. PROJECT SCHEDULE

- 60% plans are due ninety (90) days from contract award.
- 100% plans are due ninety (90) days from approval of the 60% plans.
- Final plans are due sixty (60) days from approval of the 100% plans.
- All plans will be designed using the design criteria and standards of the Florida Greenbook.

2.6. INSTRUCTIONS TO PROPOSERS

1) It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Qualifications promotes competitive Proposals. It shall be the Proposer's responsibility to advise the Purchasing and Contracts Department at the address noted in the Special Conditions, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Qualifications to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the Proposal due date.

2) Qualified Firms or Proposers desiring to provide services, as described in the Scope of Work, shall submit Proposals by 3:00 p.m., February 22, 2023, via Hernando County Purchasing and Contract Departments eProcurement Portal.

3) The responsibility for delivering the Proposal to the County on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outages or any other occurrence.

4) Timeliness of Proposal Submittal: The County assumes no responsibility for a Proposal received after the due date and time, or at any location other than that specified herein. Proposals received after the due date and time shall be returned unopened. There will be no exceptions to this policy.

5) Offers by telephone or telegram shall NOT be accepted. Also, Proposers are instructed NOT to fax their Proposal. Faxed Proposals shall be rejected as non-responsive regardless of when the fax is received.

6) All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.

7) The Hernando County Board of County Commissioners is not responsible for expenses incurred prior to award. Hernando County officially distributes solicitation documents through the Hernando County Purchasing and Contract Department's eProcurement Portal (<https://secure.procurenow.com/portal/hermandocounty>). Solicitation documents may be downloaded at NO COST using this electronic website. Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon. Hernando County is not responsible for solicitation documents obtained from sources other than the Hernando County Purchasing and Contract Department's eProcurement Portal.

8) The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

9) Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.

10) Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Qualifications, or until one (1) or more of the Proposals have been awarded.

11) Costs of preparation of a response to this request for Qualifications are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

2.7. QUESTIONS REGARDING THIS RFQ

1) Proposers shall not direct any queries or statements concerning their Proposal to the Hernando County Professional Services Review Committee or 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.

2) All questions or concerns regarding this Request for Proposals must be submitted via the Q&A Tab in the County's eProcurement Portal, no later than 5:00 p.m., January 25, 2023. The addendum will be available on the County's eProcurement Portal for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.

3) This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.

4) If any OFFEROR contemplating submitting a Proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit to the Purchasing and Contracts Department, on or before ten (10) calendar days prior to the scheduled opening of Proposals, a request for clarification. All such requests for information and/or clarification shall be made in writing and the OFFEROR submitting the request will be responsible for its prompt delivery. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be posted to the County's eProcurement Portal. The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.

5) Receipt of an Addendum to this solicitation by an OFFEROR must be acknowledged by signing and returning the Addendum with your Proposal.

2.8. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS

1) The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFQ.

2) Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Consultants for this Contract. If Sub-Consultants are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Consultant exclusively. Sub-Consultants may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.

3) Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.

4) Miscellaneous Requirements:

4.1) The Proposer/Consultant shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.

4.2) The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Consultant is meeting all regulations and specification requirements.

4.3) Any damage to facilities, equipment or property, due to the incompetence or negligence of the Consultant's personnel including Sub-Consultants that occurs, shall be responsibility of the Consultant. The Consultant shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Consultant.

4.4) The Provider's and their Sub-Consultant's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

2.9. QUALIFICATIONS

- 1) Submittals must include documentation of at least five (5) years of professional experience for personnel assigned to the work under this Agreement.
- 2) The Professional/Consultant shall be a licensed professional in accordance with Florida law and be familiar with all applicable laws, regulations, and codes of the USDOT, FDOT, other Florida State agencies, Southwest Florida Water Management District (SWFWMD), and Hernando County.
- 3) In determining qualifications, the County shall consider such factors as the ability of professional personnel, familiarity of federal-aid requirements, past performance, willingness to meet time and budget requirements, and recent, current, and projected competing project workload of the firm.
- 4) Experience of engineers who would be assigned to this work shall include work experience with FHWA, FDOT, LAP and other grant-related projects.
- 5) Proof of Professional Liability insurance. The insurance company must be authorized to conduct business in the State of Florida. The Consultant shall be prequalified by the Florida Department of Transportation as defined in work groups 3.1, 8.1 and 8.2.

2.10. PERIOD OF SERVICES

Upon issuance of Notice to Proceed, the awarded firm shall have staff available to start and complete the tasks outlined herein within thirteen (13) months.

2.11. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract administrator or purchasing agent for a debriefing on the evaluation of their Proposal. The purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for \$15.00 fee. The debriefing shall include the following minimum information:

- 1) Key requirements of the solicitation.
- 2) The overall ranking of all Proposals.
- 3) The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.
- 4) If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- 5) If applicable, a summary of the rationale for award.
- 6) Responses to any relevant questions of the Proposer.

2.12. TERMS AND CONDITIONS

- 1) The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- 2) Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
- 3) The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- 4) The Contract that the County intends to use for award is attached as Exhibit “A” for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.
- 5) Information regarding Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Department at (352) 754-4020.
- 6) The County’s performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
- 7) Proposers shall list all proposed Sub-Consultants to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.
- 8) DELIVERY AND ACCEPTANCE: The County may order services by telephone and/or Purchase Order. Receipt of services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services delivered meet Contract requirements and conditions. Should the services differ in any respect from the specifications, payment will be withheld until such time as the Proposer/Consultant takes necessary corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which the County shall not be liable for payment for any portion thereof.
 - 8.1) The Owner’s agent will inspect the final job and approve the work as complete before payment is made. If other arrangements are needed by the Vendor/Consultant, please list below your payment requirements.
 - 8.2) A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Contract.
 - 8.3) Pricing will not be used as a factor for evaluation of this Request for Qualifications. The final cost for this project will be negotiated with the Proposer/Consultant upon award.

2.13. INDEMNITY, SAFETY AND INSURANCE PROVISIONS

1) INDEMNIFICATION AND INSURANCE: It is specifically agreed between the parties executing this Solicitation that it is not intended by any of the provisions of any part of this Solicitation to create in the public or any member thereof, a third-party beneficiary under this Solicitation, or to authorize anyone not a party to this Solicitation to maintain a suit for personal injury or property damage pursuant to the terms or provisions of this Solicitation. The Consultant guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against the Consultant or any Sub-Consultant, in connection with this Solicitation.

To the extent provided by law, Consultant shall indemnify, defend, and hold harmless Hernando County against any actions, claims, or damages arising out of relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes (Current Edition). The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28 (Current Edition), nor shall the same be construed to constitute agreement by Consultant to indemnify Hernando County for the negligent acts or omissions of Hernando County or its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Consultant to be sued by third parties in any manner arising out of this Solicitation. This indemnification shall survive the termination of this Solicitation.

Recipient agrees to include the following indemnification in all Contracts with Contractors, Sub-Contractors, Consultants or Sub-Consultants who perform work in connection with this Solicitation:

“To the extent provided by law, Contractors, Sub-Contractors, Consultants or Sub-Consultants shall indemnify, defend and hold harmless Hernando County and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees against any actions, claims, or damages arising out of, relating to or resulting from negligent or wrongful act(s) of Contractors, Sub-Contractors, Consultants or Sub-Consultants or any of its officers, agents, and employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractors, Sub-Contractors, Consultants or Sub-Consultants.

The foregoing indemnification shall not constitute a waiver of the Department's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28 (Current Edition). Nor shall the same be construed to constitute agreement by Contractors, Sub-Contractors, Consultants or Sub-Consultants to indemnify Hernando County and the State of Florida, Department of Transportation, for the negligent acts or omissions of Hernando County, its officers, agents or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractors, Sub-Contractors, Consultants or Sub-Consultants to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents or employees, or third parties. This indemnification shall survive the termination of this Solicitation.”

2) PROTECTION OF PERSONS AND PROPERTY:

2.1) The Consultant/Firm will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

The Consultant/Firm will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Consultant/Firm will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

3) MINIMUM INSURANCE REQUIREMENTS: Consultant/Firm shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

3.1) WORKERS' COMPENSATION: As required by law:

STATE.....Statutory

APPLICABLE FEDERAL.....Statutory

EMPLOYER'S LIABILITY.....Minimum:\$100,000 each accident

\$100,000 by employee

\$500,000 policy limit

Exemption per Florida Statute 440: If a Consultant/Firm has less than three (3) employees and states that they are exempt per Florida Statute 440 (Current Edition), they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance. Division of Workers' Compensation (myfloridacfo.com)

3.2) GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Consultant, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....\$1,000,000

GENERAL AGGREGATE.....\$2,000,000

PERSONAL/ADVERTISING INJURY.....\$1,000,000

PRODUCTS-COMPLETED OPERATIONS AGGREGATE....\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire)..... \$50,000

MEDICAL EXPENSE (Any one (1) person).....\$5,000

3.3) ADDITIONAL INSURED: Consultant/Firm agrees to endorse Hernando County and the Florida Department of Transportation as an additional insured on the Comprehensive General Liability. The Additional Insured shall read “Hernando County Board of County Commissioners” and “Florida Department of Transportation.” Proof of Endorsement is required.

3.4) WAIVER OF SUBROGATION: Consultant/Firm agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant/Firm to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant/Firm agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant/Firm enter into such an agreement on a pre-loss basis.

3.5) AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL).....\$1,000,000

BODILY INJURY (Per Person).....\$1,000,000

BODILY INJURY (Per Accident).....\$1,000,000

PROPERTY DAMAGE.....\$1,000,000

3.6) Not-Required _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

PROFESSIONAL LIABILITY: including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Consultant/Firm may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

3.7) Not-Required ___TB____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the Work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation. The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Consultant/Firm must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

3.7.1) Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;

3.7.2) Date on which final payment of this Contract has been made by County to Consultant/Firm; or

3.7.3) Date on which the insurable interests in the property of all insured other the County have ceased.

3.7.4) Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

3.8) Not-Required _____TB _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Consultant/Firm shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Consultant/Firm, its Agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Consultant/Firm that would inure to the benefit of the County.

3.9) Not-Required _____TB _____(initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: Consultant/Firm shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

3.10) **SUB-CONSULTANTS (if applicable):** All Sub-Consultants hired by said Consultant is required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All Sub-Consultants are required to name Hernando County Board of County Commissioners and the Florida Department of Transportation as additional insured and provide a Waiver of Subrogation in regard to General Liability.

3.11) RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

3.12) Each insurance policy shall include the following conditions by endorsement to the policy:

3.12.1) Consultant/Firm agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant/Firm's insurer. If the Consultant/Firm receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant/Firm agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners and the Florida Department of Transportation

ATTN: Human Resources/Risk Department

15470 Flight Path Drive

Brooksville, FL 34604

3.12.2) Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Consultant/Firm.

3.12.3) The term "County" or "Hernando County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

3.12.4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

3.13) The Consultant/Firm shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

3.14) Proposers may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a certificate of insurance coverage(s), prior to award of the Contract.

3.15) Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Consultant/Firm's obligation to maintain such insurance.

2.14. MAINTENANCE OF RECORDS

The Proposer/Consultant will keep adequate records and supporting documents applicable to this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years from date of final payment; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Proposer/Consultant as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes (Current Edition), Consultant/Firm shall comply with the Florida Public Records' laws and shall:

- 1) Keep and maintain records required by the public agency to perform the service.
- 2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following date of final payment if the Consultant does not transfer the records to the public agency.
- 4) From date of final payment, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 5) Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

2.15. SHORTLISTS, PROTESTS AND LOBBYING

The recommended short list of firms will be posted for review by interested parties at the Purchasing and Contracts Department following Board approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or

other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site:.

<https://www.hernandocounty.us/home/showdocument?id=2571>

2.16. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for a Request for Proposals or Request for Qualifications, a Vendor/Consultant or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any Official or employee of the County concerning this solicitation with the exception of the Chief Procurement Officer, County Attorney or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Consultant or representative to debarment. Nothing in the Ordinance prevents a Vendor/Consultant or representative from taking part in a public meeting concerning the solicitation.

- 1) All Vendors/Consultants or representatives are hereby placed on formal notice. A lobbying “Cone of Silence” period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the “Cone of Silence” period commences upon solicitation issuance and concludes upon Contract award.
- 2) Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

2.17. E-VERIFY

1) Consultant/Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee’s eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government’s Employment Verification Eligibility Form (I-9 Form).

2) A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

3) Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:

3.1) The County's Purchasing and Contracts Department at (352) 754-4020: and

3.2) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE.

4) In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Consultant/Firm from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

5) Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and incorporate verification requirements into its agreements with Sub-Consultants:

5.1) Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

5.2) Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.

5.3) Establish a written hiring and employment eligibility verification policy.

5.4) Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

5.5) Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.

5.6) Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

5.7) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.8) Establish a program to assess Sub-Consultants' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Consultant agreements.

5.9) Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

5.10) Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

5.11) Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

5.12) Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

2.18. LOCAL PREFERENCE

Not applicable.

2.19. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Purchasing Department to determine the successful Proposer(s). This Request for Qualifications is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

2.20. CONTRACT TERM/RENEWAL

The Contract resulting from this Request for Qualifications shall commence effective upon execution by both parties and extend for a period of thirteen (13) months from issuance of the Notice to Proceed.

2.21. SIGNING OF THE AGREEMENT

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Qualifications. Upon award and execution of the Agreement by the County, one (1) executed copy of the Agreement shall be delivered to the Successful Proposer.

2.22. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION

1) A responsive Proposal is one that complies with and conforms to the requirements of this Request for Qualifications. A Proposal requiring changes to any portion of this Request for Qualifications may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Qualifications may be deemed non-responsive.

2) A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to

strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.

3) Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, or (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.

4) County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed Sub-Consultants. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

5) It is required the Vendor/Consultant(s) submitting a Proposal enter their Bid Opportunity information in the Florida Department of Transportation equal opportunity compliance (EOC) system within three (3) business days of submission of the Proposal for all Sub-Contractors. This is a requirement and failure to comply will deem your Proposal unresponsive.

2.23. LIST OF PROPOSERS

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person. The County will not provide a list of Proposers by telephone.

2.24. EXAMINATION OF PROPOSAL DOCUMENTS

1) It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.

2) Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Qualifications which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.

3) The submission of a Proposal in response to this Request for Qualifications shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Qualifications, (2) is fully

informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Qualifications. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

2.25. ADDENDA

Any Addenda issued in relation to this Request for Qualifications will be transmitted by way of posting such on the County's eProcurement Portal.. It is the Proposer's responsibility to be aware of any Addenda that might have bearing on their Proposal before their Proposal is due. The Proposer will acknowledge receipt of any and all such Addenda on Attachment 10. In the event a Proposer fails to acknowledge receipt of such Addenda, their Proposal will be construed as though they have received such Addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All Addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

2.26. MODIFICATION/WITHDRAW OF PROPOSAL

- 1) Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
- 2) Modified or withdrawn Proposals may be resubmitted, in accordance with the instructions in this Request for Qualifications prior to the stipulated submittal date and time.
- 3) No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

2.27. LESS THAN THREE (3) PROPOSALS RECEIVED

If less than three (3) Proposals are received, the County may extend the solicitation period and/or re-advertise for services. Per LAP Manual, 18.6.2 Qualifications Verification, if the County does not receive a minimum of three (3) qualified responses, the solicitation period may need to be extended or the project may need to be re-advertised. A local Agency may not move forward with the selection process when less than three (3) qualified responses are received without approval in writing from the state LAP Administrator.

2.28. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS

After the Request for Qualifications due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Qualifications. The review may also serve to verify whether the Proposer has adequate financial capability to meet the County's requirements. Should the County determine that the Proposals, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature or any Successful Proposer's resources are not adequate to ensure satisfactory performance,

or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, the County has the right to reject their Proposal and not make an award.

2.29. FINANCIAL STRENGTH

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two (2) years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements), a Supplier Qualifier Report prepared by Dun & Bradstreet or your firm's FDOT Prequalification Letter listing the approved rates.

2.30. CLARIFICATIONS

Before Contract award, the County reserves the right to seek clarification from the Proposer with whom County is contemplating award to properly evaluate their Proposal. Failure to provide requested information may result in not making such award to the Proposer.

2.31. PUBLIC RECORDS ACT

1) Proposers should make themselves familiar with Chapter 119.071 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.

2) Florida law generously defines what constitutes a public record and, under Chapter 119 of the Florida Statutes (Current Edition), all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

3) Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Qualifications shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of five (5) years from final payment. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) (Current Edition) of Article I of the Florida Constitution and Section 119.07(1) (Current Edition) of the Florida Statutes, shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.

4) Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

5) Per FDOT LAP Agreement 17.o. (Current Form) and Florida Statute 20.055(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, Board, Commission, Consultant, and Sub-Consultant to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

2.32. JOINT VENTURES

This Section is Not Applicable.

2.33. PAYMENT

Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specific job. Said invoice(s) shall be submitted to:

HERNANDO COUNTY
DEPARTMENT OF PUBLIC WORKS
1525 E. JEFFERSON STREET
BROOKSVILLE, FL 34601

Each invoice shall give a detailed breakdown of the services provided. The method of payment will be lump sum for this project.

The Vendor/Consultant may invoice the County after each work order is complete. Invoice shall reference and be based upon the Quantity Report received after project completion. A Performance Evaluation will be performed by the County upon completion of the project.

Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

Payment to Proposer/Consultant by Electronic Payment Solution: ACH (Direct Deposit): If the Proposer/Consultant is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Proposer/Consultant's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Proposer/Consultant via e-mail.

The County will perform sufficient analysis of proposed change orders to determine the change orders are due to revised/unknown conditions for the project and are not due to errors, omissions, or negligence on behalf of the Engineer/Consultant.

2.34. SUPPLEMENTARY CONDITIONS FOR FEDERAL AND STATE GRANT REQUIREMENTS

As follows:

2.35. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S. (Current Edition), any Consultant regulated under Parts I and II of Chapter 489, F.S. (Current Edition), who contracts to perform consulting work under a state Contract shall implement a drug-free workplace.

2.36. CONVICTED VENDORS

Section 287.133, F.S. (Current Edition)

- 1) The contractor certifies that they are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S. (Current Edition).
- 2) Pursuant to Subsection 287.133(2)(a), F.S. (Current Edition), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, Supplier, Sub-Contractor or Consultant under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. (Current Edition), for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.37. NOTICE OF CONVICTION OF PUBLIC ENTITY CRIME

Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S. (Current Edition).

2.38. NON-DISCRIMINATION IN PERFORMANCE

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

2.39. DISCRIMINATORY VENDORS

Section 287.134, F.S. (Current Edition). The Contractor certifies that they are not on the Discriminatory Vendors List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. (Current Edition).

2.40. LITIGATION, INVESTIGATIONS, ARBITRATION, OR ADMINISTRATIVE PROCEEDINGS

The Contractor certifies that it, its principals and agents, are not engaged in any civil or criminal litigation investigations, arbitration, or administrative proceedings relating to or affecting their ability to perform under this Agreement.

2.41. RESTRICTIONS, PROHIBITS, CONTROLS, AND LABOR PROVISIONS

During the performance of this Contract, Hernando County requires the following provisions to be included in each Contract and Sub-Contract entered into pursuant to this Contract.

- 1) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Sub-Contractor, Sub-Consultant or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (Current Edition) for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 2) In accordance with Section 287.134, Florida Statutes (Current Edition), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Sub-Contractor, or Consultant under a contract with any public entity, and may not transact business with any public entity.
- 3) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible Contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a Contract with Hernando County.
- 4) Neither Hernando County nor any of its Contractors or their Sub-Contractors shall enter into any Contract, Sub-Contract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of Hernando County or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to Hernando County, Hernando County, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by Hernando County or the locality relating to such Contract, Sub-Contract or arrangement. Hernando County shall insert in all Contracts entered into in connection with the Project or any property included of planned to be included in any Project, and shall require its Contractors to insert in each of their Sub-Contracts, the following provision:
 - 4.1) “No member, officer or employee of Hernando County or of the locality during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.”
- 5) The provisions of this paragraph shall not be applicable to any Agreement between Hernando County and its fiscal depositories or to any Agreement for utility services the rates for which are fixed or controlled by a governmental agency.

2.42. PUBLIC RECORDS: F.S. 119.0701 (Current Edition)

REQUEST FOR RECORDS; NONCOMPLIANCE

- 1) A request to inspect or copy public records relating to a public agency's Contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 2) If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.
- 3) A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

2.43. COMPETITIVE NEGOTIATION F.S. 287.055(5)(a) (Current Edition)

- 1) The agency shall negotiate a Contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service Contract over the threshold amount provided in s. 287.017 (Current Edition) for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service Contract under which such a certificate is required must contain a provision that the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Contract adjustments must be made within one (1) year following the end of the Contract.
- 2) Should the agency be unable to negotiate a satisfactory Contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.
- 3) Should the agency be unable to negotiate a satisfactory Contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

2.44. ACCESS TO BOOKS, DOCUMENTS, PAPERS, AND RECORDS

The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, Inspector General or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

2.45. RECORDS RETENTION

All records shall be maintained for five (5) years from final payment. The Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

2.46. COVENANT AGAINST CONTINGENT FEES (May 2014) F.A.R. 52.203-5

1) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this Contract without liability or, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.

2) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government Contracts nor holds itself out as being able to obtain any Government Contract or Contracts through improper influence.

3) Bona fide employee, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government Contracts nor holds out as being able to obtain any Government Contract or Contracts through improper influence.

4) Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government Contract.

5) Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government Contract on any basis other than the merits of the matter.

2.47. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY AND OBLIGATION

1) It is the policy of the Florida Department of Transportation that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Florida Department of Transportation funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

2) The Agency and its Consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and Consultants shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform Contracts. The Agency and its Consultants and Sub-Consultants shall not discriminate based on race, color, national origin or sex in the award and performance of Contracts, entered pursuant to this Agreement.

2.48. GOOD FAITH EFFORTS

1) The County is committed to supplier diversity in the performance of all Contracts associated with Federal and State funding projects. The County requires the Bidder/Contractor to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises in accordance with applicable laws.

2) The Bidder/Contractor is required to submit documentation upon request to the County to reflect the affirmative action steps taken to utilize minority owned and women owned and small business enterprises in the work and the intended use of these companies in the work.

3) The Bidder/Contractor is required to include in their bid documentation that the Bidder has carried out these affirmative steps for Minority and Women's Business Enterprise participation as follows:

3.1) Included qualified minority and women's businesses on solicitation lists.

3.2) Solicited minority and women's businesses whenever they are potential sources.

3.3) Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women's businesses.

3.4) Where feasible, established delivery schedules which will encourage participation by minority and women's businesses.

3.5) The following websites are provided to assist Bidder/Contractor with Affirmative steps.

3.5.1) U.S. Small Business Administration <http://dsbs.sba.gov/dsbs/>

3.5.2) Florida Department of Transportation, Equal Opportunity Office
<http://www.fdot.gov/equalopportunity>

3.5.3) <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory>

4) Bidder/Contractor will be responsible for participating in these affirmative steps and providing documentation to that effect. County will be responsible to verify/certify it has obtained and reviewed documentation from the apparent lowest, responsive, responsible bidder demonstrating a good faith effort to facilitate Minority and Women's Business Enterprise participation in this Contract.

2.49. PROMPT PAYMENT

F.S. 218 Part VII (Current Edition) Monthly actual payment reporting requirements for prime Contractors and Consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the Sub-Consultant has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction Contracts must be paid within twenty-five (25) days of receipt. Invoices for consultant Contracts are payable per the Contract terms but shall not exceed federal regulations in 49 CFR 26.29 that requires payment of all Sub-Consultants for satisfactory performance within thirty (30) days of payment to the Prime.

2.50. TERMINATION OR SUSPENSION OF PROJECT

1) Termination for Convenience. Hernando County, by written notice to the Consultant, may terminate the Contract in whole or in part when Hernando County determines in its sole discretion that it is in the County's interest to do so. The Consultant shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Consultant shall not be entitled to recover any cancellation charges or lost profits.

2) Termination for Cause.

2.1) Hernando County may terminate the Contract if the Consultant fails to

2.1.1) deliver the product within the time specified in the Contract or any extension,

2.1.2) maintain adequate progress, thus endangering performance of the Contract,

2.1.3) honor any term of the Contract, or

2.1.4) abide by any statutory, regulatory, or licensing requirement.

2.2) Fla. Admin. Code R. 60A-1.006(3), governs the procedure and consequences of default. The Consultant shall continue work on any work not terminated. Except for defaults of Sub-Consultants at any tier, the Consultant shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Consultant. If the failure to perform is caused by the default of a Sub-Consultant at any tier, and if the cause of the default is completely beyond the control of both the Consultant and the Sub-Consultant, and without the fault or negligence of either, the Consultant shall not be liable for any excess costs for failure to perform, unless the Sub-Contracted products were obtainable from other sources in sufficient time for the Consultant to meet the required delivery schedule. If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Hernando County. The rights and remedies of Hernando County in this clause are in addition to any other rights and remedies provided by law or under the Contract.

3) Suspension of Work. Hernando County may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. Hernando

County shall provide the Consultant written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Consultant, Hernando County shall either

- 3.1) issue a notice authorizing resumption of work, at which time activity shall resume, or
- 3.2) terminate the Contract or purchase order. Suspension of work shall not entitle the Consultant to any additional compensation.

2.51. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Consultant agrees as follows:

- 1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- 4) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Consultant will include the provisions of paragraphs (1) through (8) in every Sub-Contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Consultant or Vendor. The Consultant will take such action with respect to any Sub-Contract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a Sub-Consultant or Vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2.52. TITLE VI-CIVIL RIGHTS ACT OF 1964

Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

2.53. TITLE VIII-CIVIL RIGHTS ACT OF 1968

Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

2.54. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

2.55. PROHIBITED INTERESTS

Hernando County shall not enter into a Contract or Arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of Hernando County, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- 1) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- 2) Hernando County shall not enter into any Contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before Hernando County by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of Hernando County.
- 3) The provisions of this subsection shall not be applicable to any Agreement between Hernando County and its fiscal depositories, any Agreement between Hernando County and an agency of state government.

2.56. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS OR LEGISLATURE

No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

2.57. RESTRICTIONS ON LOBBYING-STATE

Contractors shall ensure compliance with Section 11.062, FS and Section 216.347, FS. (Current Edition). The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly

- 1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
- 2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (13.2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or Contracts of any kind. Upon request of Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of

2.1) five (5) years after final payment or

2.2) the period required by the General Records Schedules maintained by the Florida Department of State. (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Consultant agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Consultant's compliance with the terms of this or any other agreement between the Consultant and the State which results in the suspension or debarment of the Consultant. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Consultant shall not be responsible for any costs of investigations that do not result in the Consultant's suspension or debarment.

2.58. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

2.59. CONFLICT OF INTEREST: 23CFR172.7(b)(4)

1) No employee, officer, or agent of the contracting agency shall participate in selection, or in the award or administration of a Contract supported by Federal-aid funds if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:

1.1) The employee, officer, or agent;

1.2) Any member of his or her immediate family;

1.3) His or her partner; or

1.4) An organization that employs or is about to employ any of the above.

2) The contracting agency's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultants, potential Consultants, or parties to Sub-Agreements. A contracting agency may establish dollar thresholds where the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

3) A contracting agency may provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

4) To the extent permitted by State or local law or regulations, the standards of conduct required by this paragraph shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the contracting agency's officers, employees, or agents, or by Consultants or their agents.

5) A contracting agency shall promptly disclose in writing any potential conflict of interest to FHWA.

2.60. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.

1) Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:

1.1) Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or

1.2) Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or

1.3) A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

2) Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within two (2) years of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

2.1) Neither Hernando County nor any of its Contractors or their Sub-Contractors shall enter into any Contract, Sub-Contract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of Hernando County or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to Hernando County, Hernando County, with prior approval of the Florida Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by Hernando County or the locality relating to such Contract, Sub-Contract or arrangement. Hernando County shall insert in all Contracts entered into in connection with the Project or any property included in any Project, and shall require its Contractors to insert in each of their Sub-Contracts, the following provision:

2.2) "No member, officer or employee of Hernando County or of the locality during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof."

2.3) The provisions of this paragraph shall not be applicable to any agreement between Hernando County and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

2.61. MISCELLANEOUS PROVISIONS

The parties agree to comply with s.20.055(5), Florida Statutes (Current Edition), and to incorporate in all Sub-Contracts the obligation to comply with s.20.055(5), Florida Statutes (Current Edition).

It is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each Contract, bid, proposal, and application or solicitation for a Contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

2.62. SUSPENSION/DEBARMENT: Compliance with Conditions and Laws

The Recipient shall comply and require its Contractors and Sub-Contractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its Contractors and Sub-Contractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

2.63. RIGHTS IN DATA-SPECIAL WORKS

1) Definitions. As used in this clause-

1.1) “Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.

1.2) “Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

2) Allocation of Rights.

2.1) The Government shall have-

2.1.1) Unlimited rights in all data delivered under this Contract, and in all data first produced in the performance of this Contract, except as provided in paragraph (29.3) of this clause.

2.1.2) The right to limit assertion of copyright in data first produced in the performance of this Contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

2.1.3) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

2.2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (29.3.1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this Contract.

3) Copyright-

3.1) Data first produced in the performance of this Contract.

3.1.1) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this Contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including Contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

3.1.2) If the Government desires to obtain copyright in data first produced in the performance of this Contract and permission has not been granted as set forth in paragraph (29.3.1.1) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

3.2) Data not first produced in the performance of this Contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (29.3.1) of this clause.

4) Release and use restrictions. Except as otherwise specifically provided for in this Contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this Contract, nor authorize others to do so, without written permission of the Contracting Officer.

5) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this Contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

2.64. PROCUREMENT OF RECOVERED MATERIALS: 2 CFR 200.322

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. SELECTION PROCESS

3.1. Selection Process

The selection of an architect/engineer/consultant will be conducted in accordance with the Brooks Act (Public Law 92-582) and Florida Statute **287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.**

The process will involve two stages:

- A. Submittals will be screened and scored.
- B. A limited number of firms will be short listed and invited to participate in oral interviews (if necessary).

The Hernando County Board of County Commissioners will attempt to negotiate a contract with the highest ranked firm. Following is additional information relative to the selection process:

The Professional Services Review Committee (PSRC) will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above. It is the intent of the County to award to one (1) Proposer for both projects.

The Professional Services Review Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria based upon consensus scoring. The score can be zero to the maximum value, as noted in the table above.

The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. If a Proposer was given a perfect score, that Proposer would receive a total score of 100, as noted in the table above.

Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).

If oral presentations are deemed necessary due to a tie in the total evaluation scores, scores being very close, or other reasons, oral presentations will be requested. Proposers will be asked to give an oral presentation on the evaluation criteria listed above in Section 9. The oral presentation score for each Proposer will be added to their Proposal evaluation. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).

Once the short list of Proposers has been prepared by the Committee, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable.

Should the agency be unable to negotiate a satisfactory Contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the

second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

Should the agency be unable to negotiate a satisfactory Contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:

- 1) Reject any or all Proposals or parts thereof
- 2) Issue subsequent Requests for Qualifications
- 3) Cancel the entire Request for Qualifications
- 4) Remedy technical errors in the Request for Qualifications
- 5) Negotiate with any, all, or none of the Proposers
- 6) Award a Contract to one or more Proposers or none at all
- 7) Accept other than the lowest price
- 8) Waive informalities and irregularities in Proposals

Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Consultants, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal.

3.2. Architect/Engineer/Consultant's Submittals:

Specific requirements for submittals and scoring criteria are detailed in [Submittal Requirements](#) .

Submittals must be received at:<https://secure.procurenow.com/portal/hernandocounty>

Deadline for receipt is: Wednesday, February 22, 2023 at 3:00 pm.

The Hernando County Board of County Commissioners assume no responsibility for costs related to the preparation of submittals.

3.3. Deadline

Responses may be received up to but not later than Wednesday, February 22, 2023 at 3:00 pm via the Hernando County Board of County Commissioners e-Procurement Portal located at <https://secure.procurenow.com/portal/hermandocounty>. The Hernando County Board of County Commissioners e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The Hernando County Board of County Commissioners strongly recommends completing your response well ahead of the deadline.

3.4. Addenda Notification and Acknowledgement

Addenda Notification: Respondents are required to register for an account via the Hernando County Board of County Commissioners e-Procurement Portal hosted by OpenGov. Once Respondent has completed registration, you will receive addenda notifications to your email by clicking “Follow” on this project. Ultimately, it is sole responsibility of each Respondent to periodically check the site for any addenda at <https://secure.procurenow.com/portal/hermandocounty>

3.5. Submitting Questions and Receiving Responses

Respondents shall submit all inquiries regarding this RFQ via the Hernando County Board of County Commissioners e-Procurement Portal, located at <https://secure.procurenow.com/portal/hermandocounty>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Hernando County Board of County Commissioners e-Procurement Portal. Respondents may also click “Follow” on this RFQ to receive an email notification when answers are posted. It is the responsibility of the Respondents to check the website for answers to inquiries.

4. SUBMITTAL REQUIREMENTS

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. (Note that the primary focus of the prequalification evaluation will be the firm(s) capability and the primary focus of the oral interview will be the proposed Project Management Team members capabilities.) Following are elements that will be used to evaluate each firm's qualifications:

4.1. A. STATEMENT OF INTEREST AND INTRODUCTION/LETTER OF TRANSMITTAL

The responding firm (or the lead firm if Sub-Consultants are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal with the words "RFQ No. 22-RG0018/PH". If Sub-Consultants are proposed, each Sub-Consultant may provide a similar letter, not exceeding one (1) page. This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, e-mail addresses and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

4.2. B. TABLE OF CONTENTS

Table of Contents (Submit a maximum of one (1) page for this section.)

4.3. C. PROJECT UNDERSTANDING

Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed. Describe your proposed approach in delivering the requirements of the Scope of Services for this project. Submit a maximum of five (5) pages for this section.

4.4. D. PROJECT TEAM

Identify the project principal, the project manager, key staff and sub-consultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project.

- Qualifications and relevant individual experience.
- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment of key staff.
- Qualifications and relevant sub-consultant experience.

List in detail the members of your project team and the expertise each will bring to the project. Summarize the team's projected workload during the duration of this project. Submit resume and work experience for a maximum of seven (7) primary team members. Submit a maximum of three (3) pages for each team member.

Provide an organizational chart showing the responsibility of each team member. Submit a maximum of one (1) page. Ledger, 11x17, is acceptable for this page.

Submit a maximum of two (2) pages describing your team's workload.

4.5. E. PAST EXPERIENCE

Provide a listing of previous customers during the past five (5) years for work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ. Information provided for each project shall include the following:

- Client name, address, telephone number and email
- Description of services provided
- Time period of the project or contract
- What was the project budget?
- Was the project completed on time?
- Was the project completed within budget?
- Which proposed team members were team members of this project?

Failure to provide complete and accurate information, as specified here, may result in the disqualification of your proposal. Submit a maximum of five (5) projects and not more than two (2) pages per project.

4.6. F. QUALITY/COST CONTROLS

Describe the steps you would propose to control the quality and cost of a project. Submit a maximum of five (5) pages for this section.

- What actions would you take to remedy those conditions in a timely manner?
- What steps will your firm take to ensure that the project is completed in a timely manner?
- Describe what steps your firm will take to provide cost-effective solutions.

4.7. G. QUALIFICATION SUMMARY

Summarize the qualifications of your firm and/or team that make you the most qualified firm to perform the work associated with this project. Qualifications include an emphasis on knowledge and experience with FDOT/LAP projects. Submit a maximum of two (2) pages in this section.

Request for Qualifications, Proposals, or Construction (includes 2 step bid) #22-RG0018/PH
Title: Professional Engineering Services – Two (2) LAP Projects, 441103-1-38-01 Freeport Drive Sidewalks and
441107-1-38-01 Eastside Elementary Sidewalks

4.8. H. LICENSES

Provide copies of all Professional Licenses.

5. EVALUATION PHASES

5.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	PROJECT UNDERSTANDING AND APPROACH	Points Based	20 <i>(20% of Total)</i>
2.	PROJECT TEAM AND FIRM'S QUALIFICATIONS	Points Based	40 <i>(40% of Total)</i>
3.	DESCRIBE THE FIRM'S CURENT AND PROJECTED WORKLOAD, PAST EXPERIENCE AND CLIENT REFERENCES	Points Based	20 <i>(20% of Total)</i>
4.	QUALITY/COST CONTROLS	Points Based	20 <i>(20% of Total)</i>

5.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	ORAL PRESENTATIONS	Points Based	20 <i>(100% of Total)</i>

6. VENDOR SUBMISSIONS

6.1. [Ac knowledge and Attestation*](#)

By responding to this RFP, the respondent(s) certify that he/she has reviewed the sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Please acknowledge below that you confirm the above statement:

Please confirm

*Response required

6.2. [Do wnload Drug Free Workplace Certificate *](#)

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify that,

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

Please confirm

*Response required

6.3. [Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*](#)

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Please confirm

*Response required

6.4. [Sworn Statement](#)

6.4.1. *Sworn Statement 287.133 (3) (a)**

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or

- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

*Response required

6.4.2. *If you choose option 3, please attach a copy of the final order*

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

Please attach a copy of the final order

6.5. [Authorized Signatures/Negotiators](#)

6.5.1. *Authorized Signatures/Negotiators* *

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

*Response required

6.5.2. *Type of Organization* *

Please select your organization type:

Sole Proprietorship

Partnership

Joint Venture

Corporation

*Response required

6.5.3. *Company ID**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

*Response required

6.5.4. W9 Form*

Please upload your company's W9 information

*Response required

6.5.5. ACH electronic payment*

An ACH electronic payment method is offered as an alternative to a payment by physical check. Please select one of the options.

Yes, ACH electronic payment method is acceptable.

No, ACH electronic payment method is not acceptable.

*Response required

**6.6. E-
Verify Certification**

6.6.1. E-Verify Certification *

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Please confirm

*Response required

**6.7. Co
nstruction Contractor Qualification Submittal Requirements**

6.7.1. Vendor/Contractor's License*

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information (as required in Paragraph 27) below for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

*Response required

6.7.2. *Organization Chart**

Bidder must provide an organization chart showing Bidder’s team identifying specific responsibilities of Bidder and subcontractors.

*Response required

6.8. [Vendor/Contractor's License](#)

6.8.1. *Vendor/Contractor's License**

Please upload all contractors and subcontractors license(s) required for this project.

*Response required

6.9. [Additional Required Forms](#)

6.9.1. *Corporate Affidavit **

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

*Response required

6.9.2. *Vendor Certification Regarding Scrutinized Companies**

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject

company to civil penalties, attorney’s fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

Please confirm

*Response required

6.10. [Hernando County Employment Disclosure Certification Statement](#)

6.10.1. *Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? **

Yes

No

*Response required

6.10.2. *Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?**

Yes

No

*Response required

6.10.3. *Relatives and Former Hernando County Employees - Roles and Signatures*

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [Relatives and Former Hernan...](#)

6.11. [Vendor Survey](#)

6.11.1. *Vendor Survey **

Please provide information on where you received the knowledge of the bid/request for Proposals (mark all that apply):

Select all that apply

County's eProcurement Portal (Open Gov Procurement)

Newspaper

Purchasing and Contracts Advertisement Board

Other (Please list in the following question)

*Response required

6.11.2. Vendor Survey - Other

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

6.11.3. Anticipates Services outside the United States or Florida*

Anticipates Services outside the United States or Florida

If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Florida, the respondent shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Florida and the reason why it is necessary or advantageous to go outside the United States or Florida to perform such services. (Does not apply to any project that receives federal moneys)

Yes

No

*Response required

6.12. Optional

6.12.1. Optional Upload of additional Information

Please upload any optional/additional information not requested elsewhere.

ADDENDUM NO. ONE (1)

TO
THE CONTRACT DOCUMENTS FOR

**PROFESSIONAL ENGINEERING SERVICES TWO (2) LAP PROJECTS, FREEPORT DRIVE
SIDEWALKS AND EASTSIDE ELEMENTARY SIDEWALKS**

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 22-RG0018/PH

PROPOSAL DUE DATE: FEBRUARY 22, 2023 AT 3:00 PM

NOTICE

PROPOSERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF THIS ADDENDUM IN THE SPACE PROVIDED AND RETURNED AT THE TIME OF THE PROPOSAL DUE DATE.

QUESTIONS AND ANSWERS

1. Question: The Corporate Affidavit has some language we'd like clarification on. One section of the form reads as follows: "Affiant further says that he is familiar with the records, minute books and bylaws of ____ (Name of Corporation) of the corporation, is duly authorized to sign ____ (Title) the bid for ____ for said corporation by virtues of ____." Is "Title" referring to the Affiant's title in the firm? If so it looks like the order of the language is scrambled. If "Title" refers to something else, can you clarify?

Answer: "Title" refers to the authorized signer's personnel title.

2. Question: The instructions for "Section D Project Team" indicate that we should have a maximum of 7 team members with a maximum of 3 pages devoted to each. Is this to be understood that Section D has a 21-page maximum overall?

Answer: No, just the resumes and work experience for each of the seven (7) team members are limited to three (3) pages each.

3. Question: Will a graphic be provided to confirm the sidewalk routes?

Answer: See attached.

4. Question: Does the prime consultant need to qualify in all three FDOT Work Groups (3.1, 8.1, and 8.2) that will be used for the project?

Answer: Sub-Contractors can be utilized to meet the FDOT Work Group Classifications.

5. Question: Are there any preliminary plans or concepts available for the project?


Answer: No.

6. Question: Are there any Roadway As-Built Plans available for the project corridor?

Answer: No.





BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

Acknowledged


for ~~Carla Rossiter-Smith~~
Purchasing and Grants Manager

Issued: February 3, 2023



- Legend**
-  Eastside Elementary School
 -  County Roads
 -  Existing Sidewalks
 -  Future Sidewalk Project - Design 2022

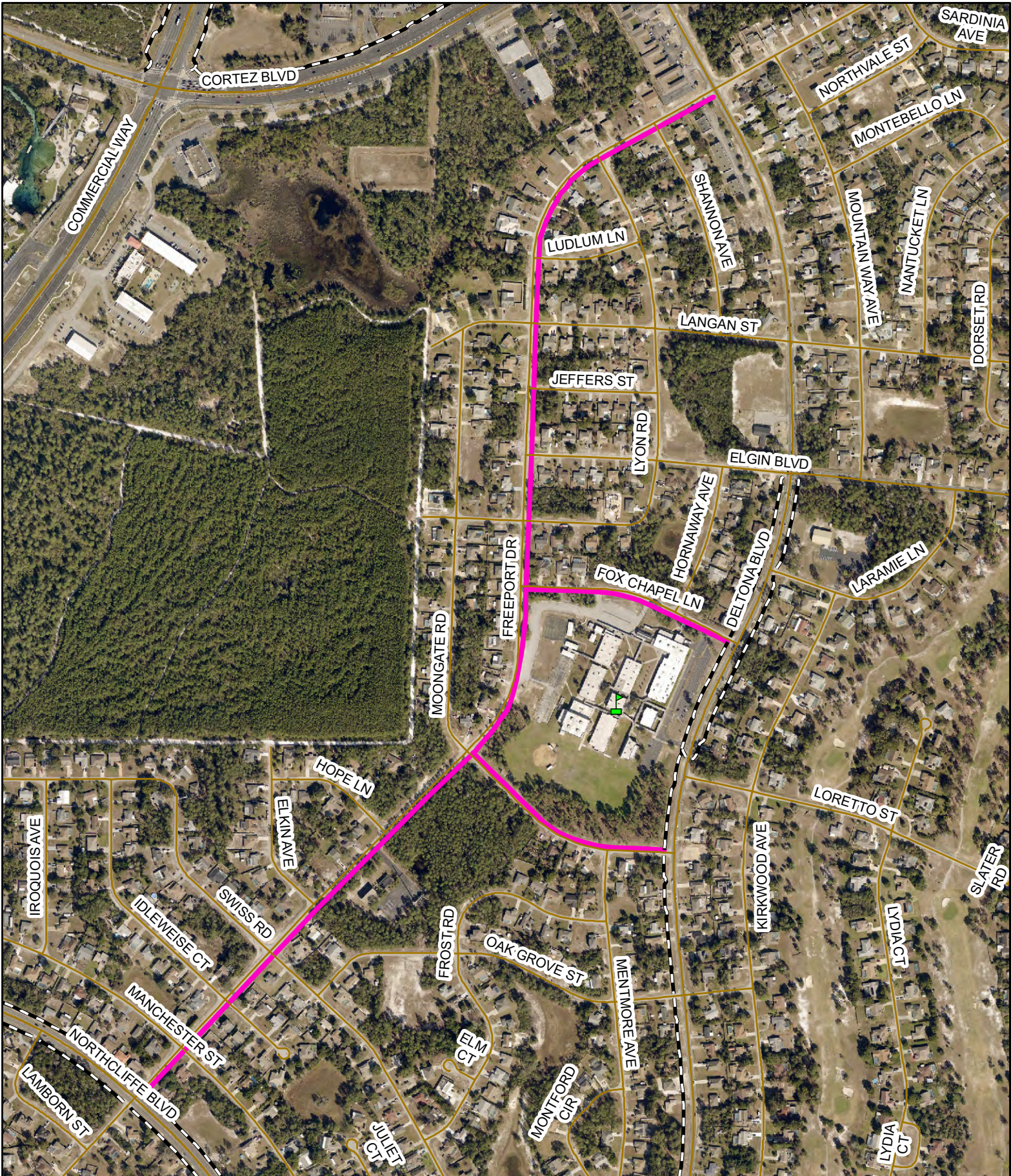
Eastside Elementary Safe Route To School Sidewalk Project





Scale - Not To Scale
 Mapped by - Dept. of Public Works/Engineering Div.
 Map Date - 11/3/2021



Hernando County Geographic Information System (GIS)
 Standard Legal Disclaimer

The information in this database or as represented upon a digital or hard copy thereof is compiled and/or generated for internal County purposes, is not necessarily official, and may or may not reflect the most recent changes. Accordingly, use of this information is at the user's own risk, and Hernando County hereby disclaims any liability for claims, damages, injury, or loss of any kind based upon use of, or reliance upon, the information herein for any purpose whatsoever.



- Legend**
-  Fox Chapel Middle School
 -  County Roads
 -  Existing Sidewalks
 -  Future Sidewalk Project - Design 2022

Fox Chapel Middle Safe Route To School Sidewalk Project

Scale - Not To Scale
 Mapped By - Dept. of Public Works/Engineering Div.
 Map Date - 11/3/2021



Hernando County Geographic Information System (GIS)
 Standard Legal Disclaimer

"The information in this database or as represented upon a digital or hard copy thereof is compiled and/or generated for internal County purposes, is not necessarily official, and may or may not reflect the most recent changes. Accordingly, use of this information is at the user's own risk, and Hernando County hereby disclaims any liability for claims, damages, injury, or loss of any kind based upon use of, or reliance upon, the information herein for any purpose whatsoever."

ADDENDUM NO. TWO (2)

TO
THE CONTRACT DOCUMENTS FOR

**PROFESSIONAL ENGINEERING SERVICES TWO (2) LAP PROJECTS, FREEPORT DRIVE
SIDEWALKS AND EASTSIDE ELEMENTARY SIDEWALKS**

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 22-RG0018/PH

PROPOSAL DUE DATE: FEBRUARY 22, 2023 AT 3:00 PM

NOTICE

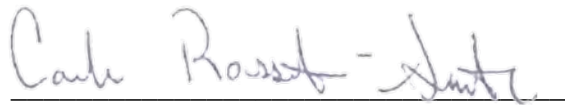
PROPOSERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF
THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF
THIS ADDENDUM IN THE SPACE PROVIDED AND
RETURNED AT THE TIME OF THE PROPOSAL DUE DATE.

QUESTIONS AND ANSWERS

1. **Question:** We had a question about the FDOT workgroups 8.1 – Control Surveying and 8.2 – Design, Right of Way & Construction Surveying requirement on the referenced sidewalk job and were wondering if you can provide some education for us. We have participated in these types of LAP projects in the past and they did not require the workgroups 8.1 and 8.2 prequalification.

Answer: We are requiring FDOT prequalified consultants on this RFQ. As part of the design process, survey services are expected and the workgroups were added to this RFQ to be all-inclusive of the work to complete the project.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY



Carla Rossiter-Smith
Purchasing and Grants Manager

Acknowledged

Issued: February 9, 2023