

AUTOMATED PARKING MANAGEMENT SOLUTION FOR HERNANDO COUNTY PARKS

24-RFP00847/AP

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
Automated Parking Management Solution for Hernando County Parks

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1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chair

Brian Hawkins, Vice Chairman

Jerry Campbell, Second Vice Chairman

John Allocco

Steve Champion

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's [eProcurement Portal](#)

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 a.m., LOCAL TIME ON Monday, September 9, 2024. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PROCUREMENT CONFERENCE ROOM AT 10:00 a.m. ON Monday, September 9, 2024. PURSUANT TO FS 119.071 (current version) SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Bids for:

RFP NO.. SOLICITATION # 24-RFP00847/AP

FOR

Automated Parking Management Solution for Hernando County Parks

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in Automated Parking Management Solutions.

The Parks and Recreation Department currently operates and maintains a total of twenty (20) parks within Hernando County and would like to provide park patrons availability to utilize a self-validation parking system established within twelve (12) parks. The emphasis is to eliminate the need for physical hangtags/stickers as well as park attendant interaction.

In addition, it is desired for the vendor/contractor to provide two (2) cash collecting units/kiosks with option to accept bills, coins, and credit cards at the following parks:

Rogers Park, Hernando County, FL

Alfred McKethan/Pine Island Park, Hernando County, FL

This solicitation aims for a **revenue sharing** contract.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, September 9, 2024, via Hernando County's [eProcurement Portal](#). Only electronic submittals via the eProcurement Portal will be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or Employee in order to

obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

All firms are hereby placed on formal notice that neither the 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. Firms and their agents 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.

The Procurement Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this solicitation.

Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Alisa Pike Procurement Coordinator, Procurement Department, via the County's [eProcurement Portal](#).

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Parks and Recreation

16161 Flight Path Dr.

Brooksville, FL 34604

4. DEFINITIONS

4.1. DEFINITIONS

- A. **"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.
- B. **"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.
- C. **"Contract Documents"** means the Request for Proposal, 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.
- D. **"Contractor"** means the Successful Proposer, in the context of the Request for Qualifications. In the context of the Contract Documents, Contractor 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 Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.
- E. **"County"** means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.
- F. **"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.
- G. **"Notice of Award"** means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.
- H. **"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.

- I. **"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.
- J. **"Owner"** means Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.
- K. **"Pre-Proposal Meeting"** a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Qualifications.
- L. **"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.
- M. **"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.
- N. **"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.
- O. **"Procurement Selection Committee (PSC)"** is interchangeable with **"Evaluation Team"** and 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.
- P. **"Request for Qualifications"** (or **"Request for Proposal"**) means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.
- Q. **"Responsive"** means a Proposal that conforms in all material respects to the Request for Qualifications requirements.
- R. **"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.
- S. **"Services"** means all supervision, labor, materials, equipment, supplies, Sub-Contractors, 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.
- T. **"Sub-Contractor"** means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor 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 Contractor.

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

5. REQUEST FOR PROPOSALS

5.1. INSTRUCTIONS TO PROPOSERS:

- A. It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Proposals promotes competitive Proposals. It shall be the Proposer's responsibility to advise the Procurement Department, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single source. Such notification must be submitted in writing and must be received by the Procurement Department not later than ten (10) days prior to the Proposal due date.
- B. All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.
- C. The Hernando County Board of County Commissioners is not responsible for expenses incurred prior to award. Hernando County officially distributes solicitation documents through the County's eProcurement Portal. 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 County's eProcurement Portal via the Procurement Department. Only Consultant/Proposers who properly register and follow the project directly from the County's eProcurement Portal will receive addenda and other important information if issued.
- D. 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.
- E. 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.
- F. 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 Proposals, or until one (1) or more of the Proposals have been awarded.
- G. Costs of preparation of a response to this Request for Proposals 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.

5.2. QUESTIONS REGARDING THIS RFP:

- A. Proposers shall not direct any queries or statements concerning their Proposal to the Hernando County Procurement 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.
- B. All questions or concerns regarding this Request for Proposals must be submitted in writing, via the County's eProcurement Portal no later than 5:00 pm, July 29, 2024. When required the Procurement Department will issue an addendum to the Request for Proposals. The addendum will be available on the eProcurement portal for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposals 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.
- C. 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.
- D. 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 a request for clarification via the County's eProcurement Portal. 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.
- E. Receipt of an Addendum to this solicitation by an OFFEROR must be acknowledged via the County's eProcurement Portal.

5.3. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS:

- A. 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 RFP.
- B. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors 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 Contractor exclusively. Sub-Contractors

may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.

- C. 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.
- D. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Proposals. Pricing shall include any sales or use taxes, if applicable.
- E. Miscellaneous Requirements:
 - 1. The Proposer/Contractor 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.
 - 2. The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
 - 3. Any damage to facilities, equipment or property, due to purposeful actions, incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.
 - 4. The Provider's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

5.4. PROPOSAL FORMAT:

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections.

If multiple firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will be the primary point of contact throughout the procurement process and will be held responsible for the overall implementation of all partners included in the joint proposal.

Proposal Section 1.0 — Introduction (Not to Exceed 2 Pages)

This section will summarize in a brief and concise manner, the Proposer's understanding of the need as described in this RFP and a brief narrative summarizing how the proposer will address the need. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

Proposal Section 2.0 — Ability, Capacity and Skill of Firm

This section should identify the project principal, the project manager, key staff and subconsultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project. Address the following:

- Knowledge of the local labor and material markets.
- Are the lines of authority and coordination clearly identified
- Are essential management functions identified?
- Are the functions effectively integrated (e.g., subconsultants' roles delineated?)
- Current and projected workload.
- Firm's familiarity with the project area.
- Credentials, qualifications and relevant individual experience of firm employees.
- Experience of the key staff and firm with projects of similar scope and complexity.
- Demonstrated success on past projects of similar scope and complexity.
- Unique knowledge, credentials 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.
- Credentials, qualifications and relevant subconsultant experience.
- Letters of Reference (minimum of 3 for projects of similar scope and complexity). References shall include entities that are users of the website/software program or any proposed innovative technologies proposed.

Note: Organization charts and graphs depicting your capacity may be included. Resumes of key personnel and their licenses, as applicable, must be provided.

Proposal Section 3.0 — Functionality of Automated Parking Management Solution and approach to meeting the needs and requirements as noted in the RFP.

This section describes the unique approach, products, and services the firm proposes to meet the needs described in the RFP. Address the following:

- Functionality of web-based park patron portal and management system solution,
- Publicly accessible websites allowing for annual pass management and parking lot availability updates. Explain how risk associated with the websites or webpages proposed will be managed and what the expectations of the County in relation to that risk will be.
- System vehicle identification.
- Self-service vehicle parking, monitoring and parking fee collection
- Patron Educational Materials
- Monitoring and reporting plan
- Recommended parking rates and rate structures
- Plan for any future programmatic parking rate increases
- Contingency plan for unforeseen events
- Full-service payment kiosks for two (2) park locations
- Control measures for preventing fraudulent transactions and loss prevention
- For kiosk operation and functionality, please identify, describe and include the following:
 - payment merchant(s) used
 - kiosk connectivity. As noted in Section 7. Scope and Specifications, the County will not provide any type of connectivity for kiosk operation. As such, how will customers access your kiosk or payment management system.

Proposal Section 4.0 — Revenue Sharing Cost

Provide a detailed list for all services offered and if any, indicate a fee or charge for such services. The detailed list must clearly indicate to whom the fee or charge would be applied (County or Park Patrons). Specify and itemize services offered at minimal cost as well as services offered at no cost.

Any fees or charges for any services paid by the Park Patron shall clearly indicate the itemized cost of the service and also itemize the revenue share to the County.

Proposal Section 5.0 - Implementation Plan

This section describes the unique approach and plan the firm proposes to meet the needs described in the RFP. Address the following:

- Detailed implementation plan with timeline

5.5. PROPOSAL EVALUATION PROCESS:

- A. The Procurement Selection Committee (PSC) 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 Evaluation Criteria and the Proposal Evaluation Process. The county intends to award one (1) contract through this RFP process.
- B. 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 Evaluation Criteria Section.
- C. The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. For example, if a Proposer was given a perfect score, that Proposer would receive a total score of 100.
- D. If any Proposer claims "Local Preference", that Proposer will be assigned an additional five (5) percent of the points to their overall evaluation consensus score.
- E. Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).
- F. Alternatively, the Board may direct the Committee or the Committee may decide to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.
- G. If short listed firms are elevated to the oral presentation evaluation phase. Each elevated firm will receive a Request for Clarification (RFC) letter seeking any necessary clarification of the initial proposal and presentation requirements.
- H. The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).
- I. 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.
- J. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the

Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board, Committee, or Chief Procurement Officer may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

- K. 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 Proposals
 4. Remedy technical errors in the Request for Proposals
 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
- L. 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.
- M. 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-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.
- N. 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, or a deduction in evaluation points at the sole discretion of the evaluation committee.

5.6. DEBRIEFING OF PROPOSERS:

Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract administrator or procurement agent for a debriefing on the evaluation of their Proposal. The procurement 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:

- A. Key requirements of the solicitation.
- B. The overall ranking of all Proposals.
- C. The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

5.7. TERMS AND CONDITIONS:

- A. 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.
- B. 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.
- C. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- D. The Contract that the County intends to use for award is attached 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.

- E. Information regarding Committee scheduling and Board approvals are available by calling the Procurement Department at (352) 754-4020.
- F. A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.
- G. 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.
- H. Proposers shall list all proposed Sub-Contractors 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.

5.8. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

- A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:
 - 1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
 - 2. Protection of Person and Property:
 - a. The Vendor/Contractor 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.
 - b. The Vendor/Contractor 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 Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

- B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor 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.

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
 - i. \$100,000.00 each accident
 - ii. \$100,000.00 by employee
 - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, 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.
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, 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.

- a. Coverage as follows:
 - i. EACH OCCURRENCE.....\$1,000,000.00
 - ii. GENERAL AGGREGATE\$2,000,000.00
 - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
 - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE..\$2,000,000.00 Per Project Aggregate (if applicable)

- v. CYBER LIABILITY\$3,000,000.00
- b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
 - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
- 3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
- 4. Waiver of Subrogation: Vendor/Contractor 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 Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor 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 Vendor/Contractor enter into such an agreement on a pre-loss basis.
- 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:
 - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00
 - b. BODILY INJURY (Per Person)..... \$1,000,000.00
 - c. BODILY INJURY (Per Accident)..... \$1,000,000.00
 - d. PROPERTY DAMAGE.....\$1,000,000.00
- 6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
- 7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
- 8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
- 9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
- 10. POLLUTION LIABILITY (if applicable it will be noted below separately):
- 11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are 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 subcontractors are

required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

12. 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.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor 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 Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email 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, Attention: Human Resources/Risk Department, 15470 Flight Path Drive, Brooksville, Florida 34604**
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 Vendor/Contractor.
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.
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.

- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders 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.

- F. 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 Vendor/Contractor's obligation to maintain such insurance.

5.9. INSURANCE REQUIREMENTS (continued)

PROFESSIONAL LIABILITY (if applicable): 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, vendor/contractor 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, vendor/contractor must provide evidence of coverage, a minimum of \$1,000,000.00.

5.10. INSURANCE REQUIREMENTS (continued)

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000.00. Limits can be increased, based on contract.

5.11. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on 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 after completion of contract performance; 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 Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records required by the public agency to perform the service.
- B. 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.
- C. 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 completion of the Contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency

to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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.

- E. 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 VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'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.

5.12. PROTESTS AND LOBBYING

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at

<http://www.hernandocounty.us/home/showpublisheddocument/9013>. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings. Additional information relative to lobbying and protests can be found at the following site: [Hernando County Procurement](#).

5.13. CONE OF SILENCE

This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may 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 Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation.

Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, 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 of this project.

5.14. E-VERIFY

- A. 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).
- B. 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.
- C. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
 - 1. The County's Procurement Department at (352) 754-4020: and
 - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- D. 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.
- E. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
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.
3. Establish a written hiring and employment eligibility verification policy.
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. 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.
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.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
8. Establish a program to assess Sub-Contractors' 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-Contractor agreements.
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.
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.
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.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

5.15. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and quotes received in relation to such expenditures.
- B. Application:
1. In bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:
 - a. Five (5%) percent of the local business' total Bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$50,000.00.
 2. The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.
 3. In the case of requests for Proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five (5%) percent of the total evaluation points.
- C. Definitions:
1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility.
 2. Local Vendor Affidavit of Eligibility shall accompany the Quotation or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

- a. A physical business and location address.
 - b. Proof of payment of real property tax due to Hernando County.
 - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
 - d. Any additional information necessary to verify local status.
- D. Competitive Bids/Quotes:
1. The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.
- E. Exemptions:
1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
 2. Purchases with any sole source supplier for supplies, materials, or other equipment.
 3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Purchasing Policy.
 4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
 5. Purchases with an estimated cost of less than \$10,000.00 or less.
- F. Appeal:
1. If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.16. 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 Procurement Department to determine the successful Proposer(s). This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

5.17. CONTRACT TERM/RENEWAL:

The Contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend for a period of **thirty-six (36) months**. The Contract may be renewed for **two (2)**

additional **twelve (12) month** periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

5.18. 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 Proposal. Upon award and execution of the Agreement

5.19. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:

- A. A responsive Proposal is one that complies with and conforms to the requirements of this Request for Proposal. A Proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.
- B. 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.
- C. 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, (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 involving a previously awarded Contract.
- D. 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-Contractors. 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.

5.20. 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.

5.21. EXAMINATION OF PROPOSAL DOCUMENTS:

- A. 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.
- B. 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 Proposal which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.
- C. The submission of a Proposal in response to this Request for Proposal 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 Proposal, (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 Proposal. 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.

5.22. ADDENDA

Any Addenda issued in relation to this Request for Proposal will be posted 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 the Proposal Pricing Form. 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.

5.23. MODIFICATION/WITHDRAW OF PROPOSAL:

- A. 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.

- B. Modified or withdrawn Proposals may be resubmitted in accordance with the instructions in this Request for Proposal prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
- C. No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

5.24. LESS THAN TWO (2) PROPOSALS RECEIVED:

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer or reject the Proposal and re-solicit the Services.

5.25. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:

After the Request for Proposal due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review of 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 Proposal. 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 of any of 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.

5.26. 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 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) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

5.27. 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.

5.28. PUBLIC RECORDS ACT:

- A. **Proposers should make themselves familiar with Chapter 119 (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.**

- B. Florida law generously defines what constitutes a public record and, under Chapter 119 (Current Edition) of the Florida Statutes, 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.
- C. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal 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 completion of the Agreement. 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) of Article I of the Florida Constitution (Current Edition) and Section 119.071 of the Florida Statutes (Current Edition), 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.
- D. 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.

5.29. JOINT VENTURES:

- A. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.
- B. A firm who submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Request for Proposal as the prime Proposer through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:
 - 1. The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.
 - 2. Each individual Firm comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.
 - 3. Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Proposal.

5.30. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor 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 Vendor/Contractor'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 Vendor/Contractor via e-mail.

5.31. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473

Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

6. EVALUATION PHASES

6.1. Phase I: Written Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	ABILITY, CAPACITY, and SKILL OF FIRM	Points Based	30 (30% of Total)
	<p data-bbox="321 254 782 407">Identify the project principal, the project manager, key staff and subconsultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project.</p> <ul data-bbox="370 436 782 1808" style="list-style-type: none"> <li data-bbox="370 436 782 499">• Knowledge of the local labor and material markets. <li data-bbox="370 529 782 592">• Are the lines of authority and coordination clearly identified <li data-bbox="370 621 782 684">• Are essential management functions identified? <li data-bbox="370 714 782 819">• Are the functions effectively integrated (e.g., subconsultants' roles delineated?) <li data-bbox="370 848 782 879">• Current and projected workload. <li data-bbox="370 909 782 972">• Firm's familiarity with the project area. <li data-bbox="370 1001 782 1106">• Credentials, qualifications and relevant individual experience of firm employees. <li data-bbox="370 1136 782 1241">• Experience of the key staff and firm with projects of similar scope and complexity. <li data-bbox="370 1270 782 1375">• Demonstrated success on past projects of similar scope and complexity. <li data-bbox="370 1404 782 1509">• Unique knowledge, credentials of key team members relating to the project. <li data-bbox="370 1539 782 1570">• Experience on projects as a team. <li data-bbox="370 1600 782 1663">• Key staff involvement in project management and on-site presence. <li data-bbox="370 1692 782 1724">• Time commitment of key staff. <li data-bbox="370 1753 782 1816">• Credentials, qualifications and relevant subconsultant experience. 		

	<ul style="list-style-type: none">Letters of Reference (minimum of 3 for projects of similar scope and complexity). References shall include entities that are users of the website/software program or any proposed innovative technologies proposed. <p>Note: Organization charts and graphs depicting your capacity may be included.</p>		
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2.	<p>FUNCTIONALITY OF AUTOMATED PARKING MANAGEMENT SOLUTION</p> <ul style="list-style-type: none"> ● Functionality of web-based park patron portal and management system solution, ● For kiosk operation and functionality, please identify, describe and include the following: <ul style="list-style-type: none"> ○ payment merchant(s) used ○ kiosk connectivity. As noted in Section 7. Scope and Specifications, the County will not provide any type of connectivity for kiosk operation. As such, how will customers access your kiosk or payment management system? ● Publicly accessible websites allowing for annual pass management and parking lot availability updates. Explain how risk associated with the websites or webpages proposed will be managed and what the expectations of the County in relation to that risk will be. ● System vehicle identification. ● Self-service vehicle parking, monitoring and parking fee collection ● Patron Educational Materials ● Monitoring and reporting plan ● Recommended parking rates and rate structures ● Plan for any future programmatic parking rate increases ● Contingency plan for unforeseen events ● Full-service payment kiosks for two (2) park locations 	Points Based	30 (30% of Total)
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	<ul style="list-style-type: none"> Control measures for preventing fraudulent transactions and loss prevention Describe/Provide evidence of measures taken for PCI (Payment Card Industry) compliance 		
3.	<p>REVENUE SHARING COST</p> <p>Provide a detailed list for all services offered and if any, indicate a fee or charge for such services. The detailed list must clearly indicate to whom the fee or charge would be applied (County or Park Patrons). Specify and itemize services offered at minimal cost as well as services offered at no cost.</p> <p>Any fees or charges for any services paid by the Park Patron shall clearly indicate the itemized cost of the service and also itemize the revenue share to the County. Please see Section 9. Vendor Questionnaire for requested EXCEL format. The format depicts the minimum amount of data required.</p> <p>NOTE: The maximum points assigned for pricing is twenty (20) points. The lowest cost pricing proposal will receive all twenty (20) points. The next lowest pricing will receive a portion of the twenty (20) points, and so on. For example, each pricing proposal will be evaluated by taking the lowest pricing proposal price and dividing it by the price of the pricing proposal being evaluated. The result is then multiplied by the weight of the price factor for the price score. The formula is:</p> <p>Lowest Price = \$100.00 ÷ \$100.00 = 20 points</p> <p>2nd Lowest Price = \$120.00 ÷ \$100.00 / \$120.00 = 0.833 x 20 points = 16.67 points</p> <p>3rd Lowest Price = \$145.00 ÷ \$100.00 / \$145.00 = 0.689 x 20 points = 13.79 points</p>	Points Based	30 (30% of Total)
4.	<p>IMPLEMENTATION PLAN</p> <p>Detailed implementation plan with timeline</p>	Points Based	10 (10% of Total)

6.2. Phase 2: Oral Presentation Evaluation (if required)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	FUNCTIONALITY and DRIVER EXPERIENCE DEMONSTRATION Ease of use Connectivity and Reliability Language versatility	Points Based	10 <i>(100% of Total)</i>
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7. SCOPE AND SPECIFICATIONS

7.1. Desired outcome(s).

A. GENERAL:

1. Provide complete automated parking management solution to include:

- Self-service vehicle parking, monitoring and parking fee collection for all 12 park locations (see Attachment A Map of Hernando County Parks)
- Patron Educational Materials
- Signs
- Monitoring and reporting plan
- Proposed fee schedule. For reference, current fees are provided in Attachment B and Attachment C.
- Plan for any future programmatic parking rate increases
- Contingency plan for unforeseen events
- Full-service payment kiosks for two (2) park location

2. Park Locations:

- **Pine Island Park:**
10840 Pine Island Drive, Spring Hill, FL 34607
- **Bayport Park:**
4140 Cortez Blvd., Spring Hill, FL 34607
- **Jenkins Creek Park:**
6401 Shoal Line Blvd., Spring Hill, FL 34607
- **Lake Townsen Regional Park:**
28011 Lake Lindsey Road (CR 476), Brooksville, FL 34601
- **Linda Pedersen Park:**
6300 Shoal Line Blvd. (CR595), Spring Hill, FL 34607
- **Nobleton Wayside Park:**
29061 Lamkin Dr., Nobleton, FL 34601
- **Roger's Park*:**
7244 Shoal Line Blvd., Spring Hill, FL 34607
- **Rotary Centennial Park (Dog Park):**
10375 Sandlor Street, Spring Hill, FL 34608

- **R. Beach Parking Lot:**
4054 Shoal Line Blvd., Hernando Beach, FL 34607
- **Hunter's Lake Parking Lot:**
Ken Lake Avenue, Spring Hill, FL 34606
- **Suncoast Bike Trail:**
15037 Gar St., Brooksville, FL 34613
- **Hernando Beach Boat Ramp:**
4483 Calienta St., Hernando Beach, FL 34607

3. Set-up and implementation plan with timeline for:

- installation
- operation
- maintenance
- training
- management of automated parking management solution to include two (2) kiosks

4. Design and installation of applicable signage:

- Multilingual signage shall be designed and installed by the vendor at all locations within the parks compliant with ADA (Americans with Disability Act) requirements

B. PAYMENTS AND OPTIONS:

Provide secured Contractor-hosted payment website (web based; cloud based) to include:

- PCI (Payment Card Industry) compliance
- Compatibility with National Parking Aggregators and other payment software aggregators
- Include options to book reservations in advance should this be an option that Hernando County wishes to pursue in the future.
- On-Demand hourly, daily pass or annual pass transaction availability
- Free parking option for handicapped and/or disabled veterans
- Provide 24/7 Call Center Support
- Proposer must not charge a fee for any of its services greater than those fees negotiated in a contract resulting from this RFP. Credit card transaction fee not to exceed four (4) % per transaction.
- Best business practices for cyber security protection

- “Store and Forward” transaction mode when there is no contact with the application servers (network outage or server down), then automatically synchronizing the transactions when communications are re-established

C. WEB LINKS AND PARK WEB PAGE:

Customize a Hernando County Park Landing Page with either:

- link on county webpage [Passes | Hernando County, FL](#)
- or
- independently through the vendor platform

D. INFORMATION ACCESS:

1. Provide real-time access dashboard options for local law enforcement to verify parking payment by vehicle license plate
2. Provide real-time dashboard options for administrative staff to view and manage real-time statistics
3. Provide no-cost software access and/or viewer

E. RECORDS AND REPORTS:

1. Detailed reporting and analytics to include:
 - availability of real-time hourly reports of parked vehicles
 - availability of analytical daily, monthly and annual reports of parked vehicles
 - procedure for performing a daily license plate inventory of parked vehicles for the purpose of reflecting the length of parking time

NOTE: The vendor must keep and maintain true and accurate records in accordance with generally accepted accounting principles (GAAP) and must submit a verified and reconciled monthly Gross Revenue statement to the County Department.

2. Required reports:

- Records of all parking purchases and used identifying date, time and duration by license plate number and name
- Error logs to include incidents such as loss of payment site access
- Any and all other accounting records which pertain to the receipt of parking revenues.
- All other records shall be retained, at vendor's expense, for the term of the agreement and any holdover and/ or option or extension period, at an off-county location as required by law. These records shall be available to the Department during normal business hours and upon forty-eight (48) hours' notice, no matter where retained.

- Record of the daily license plate inventory shall be retained by the vendor for a minimum of twelve (12) months and must be accessible to the County at all times via free software viewer provided by the vendor.

NOTE: The County will not store any type of records for the vendor.

F. MAINTENANCE AND REPAIRS:

- Kiosk units and signage shall be property of the vendor and all maintenance (replacement of damaged parts, removal/installation during inclement weather events) shall be the responsibility of the vendor.

G. KIOSK

A. Provide two (2) - kiosk cash collection units (Rogers Park & Pine Island) to include the vendor performing all tasks relating to installation, operation, maintenance and support.

Requested kiosk options:

- accept bills, coins, and credit cards using an easy-to-understand payment flow
- Web-Based Pay Platform On-Demand Hourly and Daily
- Annual Pass Transaction Availability
- Large easy to read and easy to follow color screen
- Prompts in multiple languages
- Keypad for easy license plate entry
- Ability to pay for parking or to add time to existing parking
- Audio and visual notification when credit card left in reader
- Cancel transaction feature with payment refunds
- Contactless payment options for rapid transactions
- PCI (Payment Card Industry) Compliant and PA-DSS Validation system (Payment Application Data Security Standard)
- Complete audit trail and analytics
- Separate maintenance and collections compartment with enhanced locking mechanism and lock support for enhanced security
- Theft-resistant and design to protect coins, bills, and internal components
- Detailed monthly reporting and Analytics.

Note: The County will not provide any type of connectivity for kiosk operation.

H. Compensation and Revenue Share

"Revenue" is defined as the gross revenue collected from parking customers less Florida State Taxes.

- A. Proposer must collect parking fees inclusive of Florida State Taxes as well as credit card processing fees. From the total collected fees, the Proposer must calculate the approved revenue percentage and then remit the funds to the County as negotiated in a contract resulting from this RFP.
- B. On a monthly basis, proposer shall prepare a Gross Revenue Report which shall include at a minimum a detailed breakdown of all revenues, types of transactions, and other activities by location, time and dates from the previous month's collected parking fees.
- C. If requested by the County, provide the County with financial statements satisfactory to the County showing the revenues received. The County or anyone designated by the County shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to the collection of park patron user fees.
- D. Proposer must not charge a fee for any of its services greater than those fees, if any, negotiated in a contract resulting from this RFP.
- E. Proposer must not charge the County for any of the services to be provided.

8. VENDOR QUESTIONNAIRE

8.1. Company Information

8.1.1. Vendor Registration*

Please download the below documents, complete, and upload.

- [Vendor-Registration-Form.pdf](#)

*Response required

8.1.2. W9 Form *

Please upload your company's W9 information

*Response required

8.1.3. Upload Florida Permit

Bidders who are non-resident corporations shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

8.1.4. Local Preference.

If you are claiming local preference, please download the below documents, complete, and upload.

- [LOCAL VENDOR AFFIDAVIT OF E...](#)

8.2. Authorizations

8.2.1. Authorized Representative*

Are you fully authorized to bind this company, or corporation.

☐ Yes

☐ No

*Response required

8.2.2. Authorized Signatory/Negotiator*

Please provide the information to support the statement below:

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

Name(s)

Title(s)

Email(s)

Phone(s)

Business Address(s)

*Response required

8.2.3. *Corporate Affidavit**

Please download the below documents, complete, and upload.

- [Corporate Affidavit \(4\).pdf](#)

*Response required

8.3. Confirmations

8.3.1. *Confirm 180 days proposal validity**

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

☐ Please confirm

*Response required

8.3.2. *Does this Firm take any Exceptions to the Sample Contract?**

I have carefully examined the Request for Proposals/Qualifications (RFP/RFQ), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP/RFQ Proposal and any other documents accompanying or made a part of this invitation.

I certify that all information contained in this RFP/RFQ is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP/RFQ on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP/RFQ is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP/RFQ for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP/RFQ; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP/RFQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP/RFQ IS SUBMITTED:

Does this Firm take any Exceptions to the Sample Contract?:

☐ Yes

☐ No

*Response required

8.3.3. *If you selected "Yes" in the preceding "Exceptions" question, please upload any exceptions to this RFP/RFQ*

Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted.

8.3.4. *Drug Free Workplace Certification **

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

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 this Drug Free Workplace Certificate

☐ Please confirm

*Response required

8.3.5. *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

8.3.6. *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

8.3.7. *Affidavit of Non Collusion and of Non-Interest of Hernando County Employees** 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

8.3.8. 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

8.3.9. If you chose option 3, to the question above, 3.10 Sworn Statement 287.133(3) a, attach a copy of the final order.

8.4. Proposal

*8.4.1. Proposal**

Please upload your proposal. The Proposal Format section of Section 5 of this RFQ describes the required Proposal Format. Proposer's should also reference Section 6 Evaluation Criteria.

*Response required

*8.4.2. Additional Required Forms - Pricing Proposal Format**

Please download the below documents, complete, and upload.

- [Pricing Proposal Format.xlsx](#)

*Response required

8.4.3. Additional Required Forms - Attestation of PCI Compliance

Please upload your Attestation of PCI (Payment Card Industry) Compliance.

*8.4.4. Hernando County Employment Disclosure**

Please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

*Response required

Alfred McKethan / Pine Island Park



ADDRESS:

10840 Pine Island

Drive

Spring Hill, FL 34607

AMENITIES:

- Beaches
- Bird Watching
- Changing Rooms
- Concession
- Electricity
- Observation
- Parking Fee
- Pavilions
- Picnic Shelters
- Playgrounds
- Restrooms
- Showers
- Swimming
- Volleyball

Anderson Snow Park



ADDRESS:

1360 Anderson Snow
Rd.
Spring Hill, FL 34609

AMENITIES:

- Baseball/Softball
- Bicycle Trail
- Concession
- Electricity
- Lighted Fields
- Open Play Area
- Pavilions
- Picnic Shelters
- Playgrounds
- Press Box
- Reservations
- Restrooms
- Soccer/Football
- Walking Trail

Bayport Park



ADDRESS:

4140 Cortez Blvd
Spring Hill, FL 34607

AMENITIES:

- Bird Watching
- Boat Ramp
- Canoe/Kayak Launch
- Electricity
- Fishing Pier
- Observation
- Parking Fee
- Pavilions
- Picnic Shelters
- Reservations
- Restrooms

Coach Lorenzo Hamilton Sr. Park



ADDRESS:

899 Kennedy Blvd
Brooksville, FL 34601

AMENITIES:

- Activity Center
- Baseball/Softball
- Basketball
- Concession
- Electricity
- Lighted Fields
- Picnic Shelters
- Playgrounds
- Press Box
- Reservations
- Restrooms

Cypress Lake Preserve



ADDRESS:

S.R. 50 and Ridge
Manor Blvd
Ridge Manor, FL
33525

AMENITIES:

- Bird Watching
- Walking Trail

Delta Woods Park

**ADDRESS:**

3400 Deltona Blvd.
Spring Hill, FL 34606

AMENITIES:

- Activity Center
- Basketball
- Bocce Ball
- Concession
- Electricity
- Gazebos
- Horseshoes
- Lighted Fields
- Pavilions
- Pickle Ball
- Picnic Shelters
- Playgrounds
- Reservations
- Restrooms
- Shuffleboard
- Soccer/Football
- Tennis
- Volleyball
- Walking Trail

Ernie Wever Youth Park

**ADDRESS:**

19473 Youth Drive
Brooksville, FL 34601

AMENITIES:

- Activity Center
- Baseball/Softball
- Basketball
- Concession
- Electricity
- Lighted Fields
- Pavilions
- Picnic Shelters
- Playgrounds
- Press Box
- Reservations
- Restrooms
- Soccer/Football

Fickett Hammock Preserve

**ADDRESS:**

Enter off Centralia
Road before Citrus
Way
Brooksville, FL 34614

AMENITIES:

- Bird Watching
- Walking Trail

Hernando Park



ADDRESS:

205 East Fort Dade
Ave
Brooksville, FL 34601

AMENITIES:

- Band Shell
- Electricity
- Pickle Ball
- Playgrounds
- Reservations
- Tennis

Hill N Dale Park



ADDRESS:

6460 Boxwood St.
Brooksville, FL 34602

AMENITIES:

- Basketball
- Electricity
- Open Play Area
- Pavilions
- Picnic Shelters
- Playgrounds
- Restrooms

Jenkins Creek Park



ADDRESS:

6401 Shoal Line Blvd
Spring Hill, FL 34607

AMENITIES:

- Bird Watching
- Boat Ramp
- Canoe/Kayak Launch
- Fishing Pier
- Parking Fee
- Picnic Shelters
- Restrooms

Lake Townsen Regional Park



ADDRESS:

28011 Lake Lindsey
Road (CR 476)
Brooksville, FL 34601

AMENITIES:

- Baseball/Softball
- Basketball
- Bicycle Trail
- Bird Watching
- Boat Ramp
- Electricity
- Fishing Pier
- Horse Trail
- Horseshoes
- Observation
- Open Play Area
- Pavilions
- Picnic Shelters
- Playgrounds
- Reservations
- Restrooms
- Volleyball
- Walking Trail

Linda Pedersen Park @ Jenkins Creek



ADDRESS:

6300 Shoal Line Blvd.
(CR595)
Spring Hill, FL 34607

AMENITIES:

- Activity Center
- Beaches
- Bird Watching
- Canoe/Kayak Launch
- Electricity
- Fishing Pier
- Pavilions
- Picnic Shelters
- Playgrounds
- Reservations
- Restrooms
- Showers
- Swimming

Lonnie C. Coburn Park

**ADDRESS:**

19340 Oliver Street
Brooksville, FL 34601

AMENITIES:

- Pavilions

Nobleton Wayside Park

**ADDRESS:**

29061 Lamkin Dr
Nobleton, FL 34601

AMENITIES:

- Basketball
- Boat Ramp
- Canoe/Kayak Launch
- Picnic Shelters

Pioneer Park/Stewy's Skate Park



ADDRESS:

6799 Pinehurst Dr
Spring Hill, FL 34606

AMENITIES:

- Basketball
- Concession
- Open Play Area
- Picnic Shelters
- Playgrounds
- Restrooms
- Skateboarding
- Volleyball

Ridge Manor Community Park



ADDRESS:

34030 Ridge Manor
Bld
Ridge Manor, FL
33525

AMENITIES:

- Baseball/Softball
- Basketball
- Concession
- Electricity
- Gazebos
- Lighted Fields
- Open Play Area
- Pavilions
- Picnic Shelters
- Playgrounds
- Press Box
- Reservations
- Restrooms
- Volleyball
- Walking Trail

Rogers Park



ADDRESS:

7244 Shoal Line Blvd
Spring Hill, FL 34607

AMENITIES:

- Beaches
- Bird Watching
- Boat Ramp
- Canoe/Kayak Launch
- Concession
- Parking Fee
- Picnic Shelters
- Playgrounds
- Restrooms
- Showers
- Swimming
- Volleyball

Rotary Centennial Park



ADDRESS:

10375 Sandlor Street
Spring Hill, FL 34608

AMENITIES:

- Dog Areas
- Parking Fee
- Picnic Shelters
- Restrooms

Veterans Memorial Park

**ADDRESS:**

12254 Spring Hill Dr
Spring Hill, FL 34609

AMENITIES:

- Baseball/Softball
- Concession
- Electricity
- Lighted Fields
- Open Play Area
- Picnic Shelters
- Playgrounds
- Press Box
- Reservations
- Restrooms
- Soccer/Football
- Walking Trail

Hernando County Fee Schedule

Exhibit - Parking

Yearly Parking Passes	Fee	Fee w/ Sales Tax
All Parks Parking Pass	\$50	\$53.25
Replacement Yearly Parking Pass	\$15	\$15.98
Daily Parking Fees	Fee	Fee w/ Sales Tax
Pine Island Park	\$5	\$5
Rotary Centennial Dog Park	\$5	\$5
Horse Trail @ Lake Townsen Park	\$5	\$5
Bike Trail	\$5	\$5
Linda Pedersen Park	\$5	\$5
Hunters Lake Boat Ramp	\$5	\$5
Lake Townsen Boat Ramp	\$5	\$5
Nobelton Park Boat Ramp	\$5	\$5
Rogers Park	\$10	\$10
Bayport Park Boat Ramp/ Fishing Pier - all cars & trailers	\$10	\$10
Hernando Beach Boat Ramp - all cars & trailers	\$10	\$10
Jenkins Creek Boat Ramp/ Fishing Pier - all cars & trailers	\$10	\$10

Notes:

1. All fees above are subject to state sales tax.
2. Fees are non refundable.
3. Prorating fees is prohibited.
4. All parking fees at the boat ramps also include regular parking area.
5. Replacement parking passes will expire on the anniversary date the original pass was issued.

All Parks Parking Pass

Passes are valid for parking at all Hernando County Park locations listed below.

SINGLE VEHICLE(TAX INCLUDED)

\$53.25

Beach Parking

- Pine Island - 10840 Pine Island Drive, Spring Hill, FL 34607
- Rogers Park - 7244 Shoal Line Blvd, Spring Hill, FL 34607
- Linda Pedersen Park - 6300 Shoal Line Blvd. (CR595), Spring Hill, FL 34607

Boat Ramp Parking

- Bayport Park - 4140 Cortez Blvd, Spring Hill, FL 34607
- Rogers Park - 7244 Shoal Line Blvd, Spring Hill, FL 34607
- Hernando Beach - 9578 Calienta Dr. , Hernando Beach, FL 34607
- Hunters Lake - 1202 Kenlake Ave, Spring Hill, FL 34606
- Jenkins Creek - 6401 Shoal Line Blvd, Spring Hill, FL 34607
- Lake Townsen - 28011 Lake Lindsey Road (CR 476), Brooksville, FL 34601
- Nobelton - 29061 Lamkin Dr, Nobleton, FL 34601

Rotary Dog Park Parking

- Rotary Centennial Dog Park - 10375 Sandlor Street, Spring Hill, FL 34608

Horse Trail Parking

- Lake Townsen Horse Trail - 28011 Lake Lindsey Road (CR 476), Brooksville, FL 34601

Bike Trail Parking

- Suncoast Bike Trail at US 98
- Suncoast Bike Trail at HWY 50
- Trail Head Anderson Snow Park - 1360 Anderson Snow Rd., Spring Hill, FL 34609

Parks in Hernando County requiring Parking Fees**(as of June 2024):**

<u>LOCATION:</u>	<u>TOTAL PARKING SPACES:</u>
1. Pine Island Park*: 10840 Pine Island Drive, Spring Hill, FL 34607	137 with 7 Handicap
2. Bayport Park: 4140 Cortez Blvd., Spring Hill, FL 34607	116 with 6 Handicap
3. Jenkins Creek Park: 6401 Shoal Line Blvd., Spring Hill, FL 34607	79 with 4 Handicap
4. Lake Townsen Regional Park: 28011 Lake Lindsey Road (CR 476), Brooksville, FL 34601	unknown – no designated spaces
5. Linda Pedersen Park: 6300 Shoal Line Blvd. (CR595), Spring Hill, FL 34607	86 with 6 Handicap
6. Nobleton Wayside Park: 29061 Lamkin Dr., Nobleton, FL 34601	unknown – no designated spaces
7. Roger's Park*: 7244 Shoal Line Blvd., Spring Hill, FL 34607	68 with 3 Handicap
8. Rotary Centennial Park (Dog Park): 10375 Sandlor Street, Spring Hill, FL 34608	54 with 4 Handicap
9. R. Beach Parking Lot: 4054 Shoal Line Blvd., Hernando Beach, FL 34607	62 with 2 Handicap
10. Hunter's Lake Parking Lot: Ken Lake Avenue, Spring Hill, FL 34606	82 with 4 Handicap
11. Suncoast Bike Trail: 15037 Gar St., Brooksville, FL 34613	47 with 2 Handicap
12. Hernando Beach Boat Ramp: 4483 Calienta St., Hernando Beach, FL 34607	85 with 5 Handicap

* Cash Collecting Unit/Kiosk desired



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
SAMPLE AGREEMENT**

**Automated Parking Management Solution for
Hernando County Parks**

THIS AGREEMENT ("Agreement") is made and entered into by and between Hernando County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and TBD., a TBD company authorized to do business in the State of Florida, whose address is TBD, and whose federal tax identification number is TBD, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase self-validation parking system services from the Vendor in connection with "Automated Parking Management Solution for Hernando County Parks" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. 24-RFP00847/AP on July 24, 2024, (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on **TBD**; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

1. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope and Specifications is set forth in Section 7, Scope and Specifications, of 24-RFP00847/AP, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, Vendor shall comply strictly with all of the terms and conditions of Solicitation No24-RFP00847/AP, as modified by its addenda, copies of which are on file with the County's Department of Procurement and which are deemed incorporated into this Agreement.

2. TERM AND DELIVERY

- a. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a thirty-six (36) month period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed two (2) additional twelve (12) month periods. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be upon execution of the contract.
- b. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

3. COMPENSATION AND PAYMENT

- a. The Vendor shall pay the County in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement and which is deemed incorporated into this Agreement.
- b. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- c. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

4. METHOD OF PAYMENT

- a. The Vendor shall pay the County in accordance with Exhibit B, Fee Schedule.

5. ADDITIONAL PURCHASES

- a. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- b. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

6. LIABILITY OF VENDOR

The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

- a. This section shall survive the termination or expiration of this Agreement.

7. VENDOR'S INSURANCE

- a. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- b. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be

licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

8. RESPONSIBILITIES OF THE VENDOR

- a. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- b. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- c. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- d. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - i. keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - ii. upon request from the County, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - iv. meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'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.

- e. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- f. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

9. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall remain the property of the Vendor upon acceptance by the County.

10. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- a. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- b. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become

effective.

- c. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

11. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

12. TERMINATION

- a. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the Vendor shall be responsible to County only for fees and compensation earned by the County, in accordance with Section Three (3), prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- b. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- c. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

13. DISPUTE RESOLUTION

- a. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Hernando County, Florida, with the parties sharing equally in the cost of such mediation.
- b. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

- c. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Hernando County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- d. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- e. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

14. MISCELLANEOUS

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- b. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- c. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- d. The failure of the County to enforce one or more of the provisions of the

Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

- e. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- f. Neither the County's review, approval, or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- g. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- h. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Hernando County
15470 Flight Path Dr.
Brooksville, FL 34604

- i. Any change in the Vendor's Representative will be promptly communicated by the party making the change.
- j. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- k. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

15. EXHIBITS:

- a. Exhibit A: Section 7. Scope and Specifications of Solicitation 24-RFP00847/AP
- b. Exhibit B: Fee Schedule of Solicitation 24-RFP00847/AP
- c. Exhibit C: Insurance Requirements of Solicitation 24-RFP00847/AP

OWNER:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

By: ELIZABETH NARVERUD

Title: CHAIR

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

By:

Title:

[CORPORATE SEAL]

Attest:

Title:

Address for giving notices:

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership,
attach evidence of authority to sign.)



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
2024 HOLIDAY SCHEDULE**

New Year's Day	Monday, January 1
Martin Luther King, Jr., Day	Monday, January 15
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Veterans Day	Monday, November 11
Thanksgiving Day	Thursday, November 28
Day after Thanksgiving	Friday, November 29
Christmas Eve	Tuesday, December 24
Christmas Day	Wednesday, December 25
Floating Holiday (2) *	



ADDENDUM # ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

Automated Parking Management Solution for Hernando County Parks

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00847/AP

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. Attachment E "Sample Agreement" has been replaced with Attachment E "**Sample Agreement updated 8-5-24**".

2. The solicitation timeline is updated as follows:

Release Project Date: July 24, 2024

Question Submission Deadline: August 5, 2024, 5:00pm

Proposal Submission Deadline: ~~August 26, 2024, 10:00am~~
September 9, 2024, 10:00 am

Join Zoom Meeting

<https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWVhYWN0SUVndWQ0UT09>

Meeting ID: 921 6100 1651

Passcode: 234224

One tap mobile

+13052241968,,92161001651#,,,234224# US

+16469313860,,92161001651#,,,234224# US



PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4020 • F 352.754.4199 • W www.HernandoCounty.us

Dial by your location

- +1 305 224 1968 US
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 921 6100 1651

Passcode: 234224

Find your local number: <https://hernandoclerk.zoom.us/j/aez7DQVcRq>

PSC Consensus Scoring (Written Evaluation): ~~September 18, 2024, 9:00am~~
October 2, 2024, 9:00am
Location TBD

PSC Consensus Scoring (Oral Evaluation), if required: ~~October 9, 2024, 8:30am~~
October 23, 2024, 8:30am
Location TBD

**BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA**

For: Carla Rossiter-Smith, MSM PMP, Chief Procurement Officer



ADDENDUM # TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

Automated Parking Management Solution for Hernando County Parks

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00847/AP

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. QUESTIONS AND ANSWERS

1.Q. Will there be a pre bid meeting for this?

1.A. There is no pre-bid meeting scheduled for this solicitation.

2.Q. Does the county currently have an online pass provider? If so, who is the current provider?

2.A. The Department currently uses RecTrac software to issue online annual passes.

3.Q. Does the county currently have a pay-by-cell provider? If so, who is the current provider?

3.A. The County does not currently have pay-by-cell provider capability.

4.Q. What is the desired implementation date?

4.A. The desired implementation date is February 2025 or possibly sooner.

5.Q. What is your current method of enforcement?

5.A. Parking enforcement is currently conducted by the Hernando County Sheriff's Office. The deputies assigned to monitor the parks are tasked with reviewing parked vehicles for annual passes, daily passes, or applicable exemptions for ADA or disability placards.

6.Q. Do you plan to use parking enforcement officers?

6.A. At this time, the County will utilize the same method of enforcement as described in 5.A of this Addendum No. 2. The RFP is asking for proposals to include platform access for deputies assigned to park monitoring duties.



PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4020 • F 352.754.4199 • W www.HernandoCounty.us

7.Q. Does the county plan to use handhelds for enforcement?

7.A. Hernando County Deputies currently utilize handheld devices to connect to web-based programs. If a proposer's software requires specific handheld devices for access, please identify the information in your proposal and if applicable, in the pricing proposal.

8.Q. In reference to the Vendor Questionnaire: 8.4.2 - Pricing Proposal Format states "Please download the below documents, complete, and upload". However, there appears to be no document to download in the portal. Will the County be providing a template? Or is the preference for vendors to provide their own cost sheet?

8.A. Section 9, Vendor Questionnaire Item 4.2 has been updated to include a MS EXCEL Form. You may add additional rows and the form may be slightly adjusted, however, no items or columns depicted on the form may be removed.

9.Q. Can the County please clarify if your preference is for vendors to submit the price proposal separately in the portal? Or if the County also wants it to be included in the Proposal as outlined the Proposal Format, as well as uploaded in the designated upload field?

9.A. Please use downloadable EXCEL Form as outlined in 8.A of this Addendum No. 2.

10.Q. There is no Section 9 of the RFP even though there is a reference within the "Revenue Sharing Cost" of the table that provides the Evaluation Criteria, Scoring Method and Weight under Section 6.1 (Phase I: Written Evaluation) of the RFP. Can the county provide Section 9 or should it be the Vendor Questionnaire under Section 8 of the RFP?

10.A. The Solicitation includes a Section 9, VENDOR QUESTIONNAIRE, please make sure you review the Solicitation on Hernando County's [eProcurement Portal](https://procurement.opengov.com/portal/hernandocounty), <https://procurement.opengov.com/portal/hernandocounty>, and not a third party site. As to the MS Excel format, please reference 8.A in this Addendum No. 2.

11.Q. Can the county provide the access point of electricity for each of the 12 parks? We understand that the county will not provide any types of connectivity for kiosks operation; but will the county supply electricity and hook up for the operation of the kiosks?

11.A. The RFP specifies two (2) kiosk locations for two (2) parks. Not all parks will utilize cash accepting kiosks. If proposed kiosks are not solar capable, the County will provide electrical connections for requested kiosks at Rogers Park and Pine Island only at this time.

12.Q. In regards to the cash and coin meters, what will be the frequency of collection from those kiosks? How will the county and the Proposer reconcile the revenue sharing from those kiosks?

12.A. The intent is to start with weekly pick-ups and adjust as needed. Initial adjustments on the collection timeframes are anticipated. The County is open for vendors to include proposed kiosk reconciliation methods for revenue sharing in their proposal.

13.Q. Will the county consider the conversion to an entire cashless collection system? This will facilitate the ability to ensure proper accounting of all funds received without added security.



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- 13.A. Yes, however, the Board of County Commissioners have expressed their desire and requested one (1) cash collection kiosk location at Rogers Park and one (1) cash collection kiosk at Pine Island. The cash collecting kiosks would be in addition to any other proposed methods of payment collection.
- 14.Q. **The definition of revenue as defined in Section 7.1. H (Compensation and Revenue Share) is “the gross revenue collected from parking customers less Florida State Taxes. Does gross revenue include any fines and penalties from motorists not paying the parking fees?**
- 14.A. No, gross revenue does not include any fines and penalties collected from motorists not paying the parking fees. Proceeds from the parking fines collection support separate programs, such as the Special Magistrate program. The Parks Division does not receive any enforcement revenues.
- 15.Q. **What are the consequences to a motorist if he/she does not pay?**
- 15.A. The process and fines are defined by the Hernando County Sheriff's Department.
- 16.Q. **Does the county pursue frequent violators with immobilization or towing of the vehicle?**
- 16.A. Situations involving frequent violators are reviewed by the Hernando County Sheriff's Department and are handled on a case-by-case basis.
- 17.Q. **Are there any parking violations which are enforced by the county in the parking lots? Who is assigned the responsibility of enforcing parking violations in the county? How many citations have been issued during the last year?**
- 17.A. Please refer to 5.A. and 15.A.
- 18.Q. **Are handicapped spaces currently being enforced by the county? If so, how is it enforced? Who are authorized to issue a citation if non-handicapped motorists are parking in handicapped spaces? How are the citations issued—manually or with a citation issuance device?**
- 18.A. Please refer to 5.A. and 15.A.
- 19.Q. **How are daily passes issued by the county? Are physical daily passes required by the county or it will consider accepting digital passes?**
- 19.A. The Parks Department previously used paper printed copies for daily passes. The daily passes were previously printed out of the physical kiosks at each park. This has since been discontinued and the process is pending based on the selection of proposed parking management solutions submitted for this RFP. The preference is digital formats.
- 20.Q. **The RFP indicates that the county intends to pursue reservations in advance. How far in advance will reservations be allowed?**
- 20.A. At this time, the Department would like to limit the reservations-in-advance functionality for potential special events or other events requiring planning by the Department. This is not considered a must-have or priority functionality.
- 21.Q. **The RFP indicates “multilingual signage shall be designed and installed by the vendor at all locations”. How many languages will the vendor be required to post? Is the county expecting one sign per language at each park?**



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- 21.A. The languages required are English and Spanish. At a minimum, one (1) sign each posted at each park in English and Spanish is required. QR codes or any other options regarding multiple languages would be considered.
- 22.Q. How many languages are the kiosks expected to prompt? What are the languages required?**
- 22.A. At a minimum, the Department is requiring kiosk functionality in English and Spanish. Please follow and apply any rules as required by Florida laws.
- 23.Q. The kiosks require the ability to provide payment refunds. Under what conditions and circumstances will the county refund a motorist? How will refunds be treated in the reconciliation process?**
- 23.A. The Department preference regarding payment refunds is to handle the refund process internally and not via kiosk.
- 24.Q. The RFP requires measures to prevent fraudulent transactions. What types of fraudulent transactions has the county experienced in the past?**
- 24.A. At this time, the County does not appear to be aware of any fraudulent transactions experienced and is expecting best management practices or vendor recommendations, or both.
- 25.Q. The RFP indicates that the vendor should recommend parking rates and rate structures. What is the process of the anticipated timeframes for increasing the parking rates?**
- 25.A. The anticipated fee schedules would typically be reviewed every three (3) to five (5) years and be presented to the Board of County Commissioners for approval via resolution. All future rate increases require approval by the Board of County Commissioners. The current resolution 2021-165 was approved by the BOCC on 9-28-21 and the approved fee schedule is contained in this Solicitation in Attachment B "Hernando County Current Parking Fees".
- 26.Q. Can the vendor use any credit card processor instead of the one supporting the county? If not, who is the credit card processor used by the county and how much is their fee?**
- 26.A. The County is not expecting to be part of any processes involving credit card processing.
- 27.Q. Under Records and Reports, the RFP requires real-time hourly reports. Will real-time access to occupancy be sufficient instead of "reports"? Does the county expect printed reports?**
- 27.A. Real-time access is acceptable if coupled with a functionality allowing for the creation and export of reports.
- 28.Q. The RFP indicates a procedure for performing daily license plate inventory of parked vehicles. Will the county accept on-line access of the length of stay instead of a daily inventory?**
- 28.A. Yes, the County would consider on-line access of the length of stay in lieu of performing daily license plate inventory of parked vehicles.
- 29.Q. Will the county consider extending the due date of the proposal?**
- 29.A. Yes, please refer to Addendum No.1 issued and posted in OpenGov on August 6, 2024.



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30.Q. When can vendors expect to receive the answers to the questions?

30.A. Answers are provided via addendum.

31.Q. Can the county provide a map of the parking boundaries for each of the 12 parks?

31.A. Please refer to solicitation Attachment A Map of Hernando County Parks for park locations. Boundaries can be viewed or accessed through GIS or the Property Appraiser's Website via the following link: [Hernando County Property Appraiser \(hernandopa-fl.us\)](http://HernandoCountyPropertyAppraiser(hernandopa-fl.us)).

32.Q. Will the county consider alternative means of payments at the 2 kiosk cash collection locations (Rogers Park and Pine Island) instead of deploying kiosks that accept cash and coins? Those kiosks will require periodic and ongoing collection of cash and coins.

32.A. The County will consider alternative means of payments in addition to two (2) cash collection kiosks to be each located at Rogers Park and Pine Island. Please refer to 12.Q. and 13.Q. of this Addendum No. 2.

33.Q. Please confirm if the parking operator is required to provide janitorial or landscaping services for each of the 12 parking lots

33.A. The scope of services for this RFP does not ask for vendors to supply parking operators, janitorial, landscaping or any other staff services.

34.Q. Please confirm which parking lots have easily accessible electrical power sources? If some of the lots do not have accessible electric power, will the County consider providing access to electric power.

34.A. Pending on the selected method of automated parking management, the County will consider providing electrical connections at all locations should it become necessary.

**BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA**

For: Carla Rossiter-Smith, MSM PMP, Chief Procurement Officer



ADDENDUM # THREE (3)
TO
THE CONTRACT DOCUMENTS
FOR THE
Automated Parking Management Solution for Hernando County Parks
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00847/AP

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. QUESTIONS AND ANSWERS

- 1.Q. What is the annual pass revenue per year for 2023? 2022? 2021?**
1.A. Please see available information in Exhibit A attached.
- 2.Q. What is the annual revenue for passes purchased online per year for 2023? 2022? 2021?**
2.A. Please see available information in Exhibit A attached.
- 3.Q. What is the daily pass revenue per year for 2023? 2022? 2021?**
3.A. Please see available information in Exhibit A attached.
- 4.Q. How many daily passes are sold per location per year for 2023? 2022? 2021?**
4.A. Please see available information in Exhibit A attached.
- 5.Q. How many annual passes are sold per location per year for 2023? 2022? 2021?**
5.A. Please see available information in Exhibit A attached.
- 6.Q. The RFP indicates that the credit card transaction fee not exceed 4% per transaction. How does the 4% limit work? Is it applicable to the amount being passed through to the motorist? Or is the limit the amount being charged to the county?**
6.A. Limit of 4% transaction fee refers to the maximum amount being charged to the park patron.



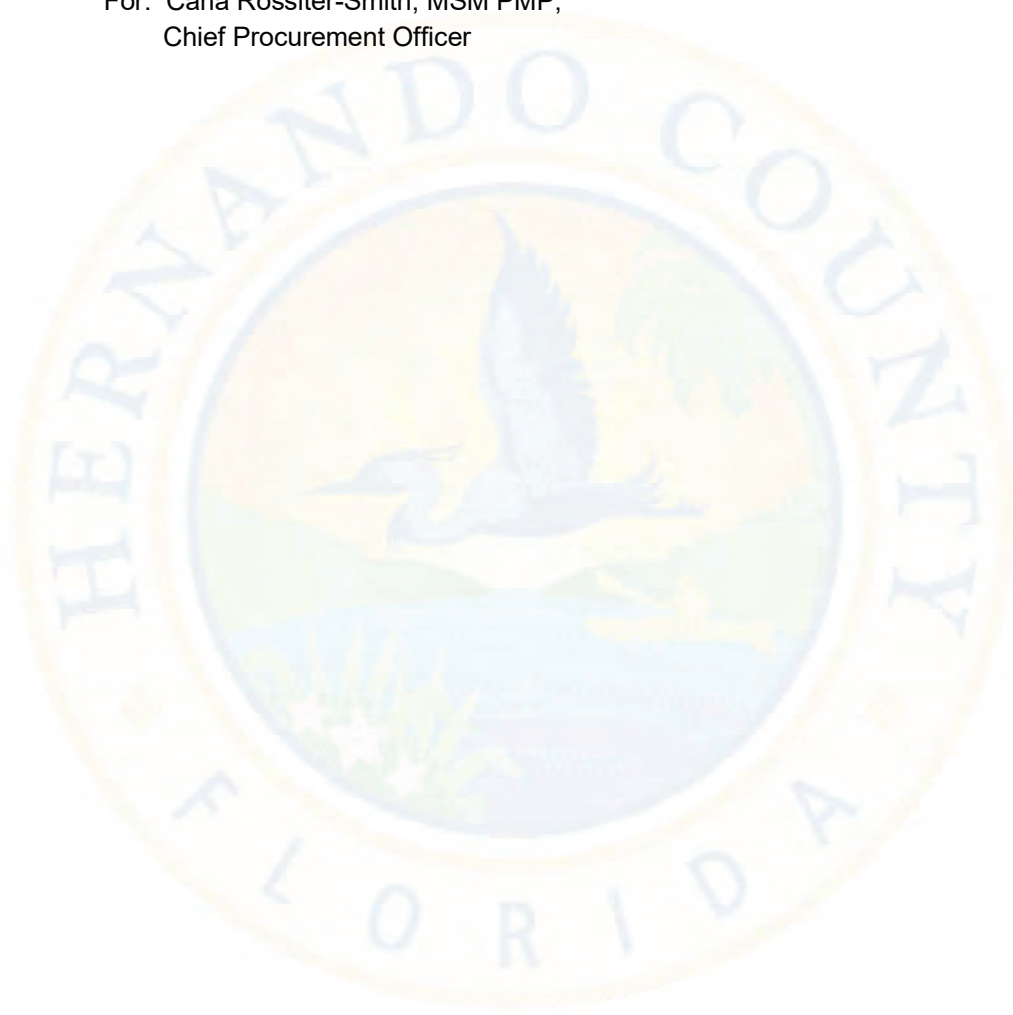
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- 7.Q. Can the vendor pass the convenience fees (e.g. credit card processing fees) to the motorist? How are credit card processing fees currently being handled by the county? For example, is the county absorbing the credit card processing fees when annual passes are sold?**
- 7.A.** At this time, the County is absorbing the credit card processing fees. It is likely that this may change.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

For: Carla Rossiter-Smith, MSM PMP,
Chief Procurement Officer



Park:	Year:	Date Range:	Daily Pass Sales:	Number of Parking Tickets:
	(includes sales tax)			
Bayport	2022	1-18 thru 12-27	\$137,502.33	not available
	2023	1-3 thru 9-1-23	\$84,150.25	not available
Bike Trail SR 50	2022	7-27 thru 12-27	\$1,807.53	not available
	2023	1-3 thru 10-10	\$2,652.58	not available
Dog Park	2022	1-18 thru 12-27	\$4,295.75	not available
	2023	1-3 thru 3-13	\$647.88	not available
Hernando Beach	2022	1-18 thru 12-27	\$83,596.28	not available
	2023	1-3 thru 9-1	\$54,197.18	not available
Hunters Lake	2022	1-18 thru 12-27	\$3,661.96	not available
	2023	1-3 thru 10-1	\$1,009.32	not available
Jenkins Creek	2022	1-18 thru 12-27	\$46,281.65	not available
	2023	1-3 thru 7-10	\$24,619.73	not available
Rogers Park	2022	1-18 thru 12-27	\$172,159.64	not available
	2023	1-3 thru 9-1	\$167,295.74	not available
Pine Island	2022	1-24 thru 12-27	\$315,263.41	63,053
	2023	1-9 thru 9-1	\$178,683.89	not available
	2024	4-4 thru 7-29	\$103,430.40	20,686

Year:	Date Range:	Annual Pass Sales:	Number of Passes:
	(includes sales tax)		
2022	10-3 thru 12-30	\$15,976.07	not available
2023	not available	not available	1,868
2024	1-1 thru 8-1	\$40,792.75	not available