

REAL ESTATE BROKER AND MARKETING AGENT SERVICES

25-RFP01011/AP

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
Real Estate Broker and Marketing Agent Services

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1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

Jerry Campbell, Vice Chairman

John Allocco, Second Vice Chairman

Steve Champion

Ryan Amsler

SUBMIT PROPOSAL 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, July 14, 2025. NO PROPOSAL OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING PROPOSERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, July 14, 2025. PURSUANT TO FS 119.071 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.

Procurement Contact Information:

Alisa Pike, Procurement Manager

(352) 754-4020

alisap@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS

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

RFP NO. SOLICITATION # 25-RFP01011/AP
FOR
Real Estate Broker and Marketing Agent Services

Hernando County Board of County Commissioners is soliciting Professionals that are active in Realtor Marketing Agent Services

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, July 14, 2025, via Hernando County's [eProcurement Portal](#). Only electronic submittals through the eProcurement Portal shall be accepted by the County.

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

Interested firms may secure the proposal documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project and/or solicitation 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](#).

Ex Parte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits ex parte 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. Ex parte 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 Proposers 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 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 PROPOSERS

To ensure that your proposal 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 Manager, Procurement Department, via the County's [eProcurement Portal](#).

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Department of Public Works

1525 East Jefferson Street

Brooksville, Florida 34601

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 Proposals 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. **"BOCC"** means Hernando County Board of County Commissioners.
- D. **"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.
- E. **"Contractor"** means the Successful Proposer, in the context of the Request for Proposals. 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 Proposals.
- F. **"County"** means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.
- G. **"F.S." "Florida Statutes"**; version in effect at the time the contract resulting from this solicitation is fully executed, unless otherwise indicated
- H. **"Minor Irregularity"** means a variation from the Request for Proposals 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.
- I. **"MLS"** means Multiple Listing Services.

- J. **"Notice of Award"** means a written notice issued by the County notifying the Successful Proposer that they have been awarded the project. The Notice is also posted online via the County's eProcurement Portal <https://procurement.opengov.com/portal/hermandocounty> notifying all Proposers of the award.
- K. **"Notice of Intent to Award"** means a written notice issued by the County and posted online via the County's eProcurement Portal <https://procurement.opengov.com/portal/hermandocounty> notifying all Proposers that the County intends to award the project contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.
- L. **"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.
- M. **"Owner"** means Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.
- N. **"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 Proposals.
- O. **"Public Opening"** means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Proposals in the presence of the public.
- P. **"Proposer"** means the entity that submits a Proposal to the County in response to the Request for Proposal. "Proposal" means the response to the Request for Proposals submitted by the Proposer.
- Q. **"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 Proposals advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.
- R. **"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.
- S. **"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.
- T. **"Responsive"** means a Proposal that conforms in all material respects to the Request for Proposals requirements.

- U. **"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 Proposals, and the integrity and reliability that will assure good faith performance.
- V. **"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.
- W. **"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.
- X. **"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.
- Y. **"Timeline"** means the list of critical dates and actions involved in the Request for Proposals.

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.

- H. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is responsible and may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

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 Monday, June 23, 2025, 5:00 pm. 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.
 - 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 Agency

This section should identify the principal, key staff, partners and/or other entities. Present a brief discussion regarding how the Agency's qualifications and experience relate to the specific services. Address the following:

- Experience, knowledge and familiarity with the local areas and real estate trends (commercial and residential)
- Credentials, qualifications, awards and relevant individual experience
- Identify active memberships in Multiple Listing Services (MLS)
- Identify if you primarily work with buyers, sellers or both
- Describe current and available capacity to serve active clients (commercial and residential)
- Experience with acquiring, leasing, selling and marketing vacant commercial and/or residential properties
- Experience with real estate transactions utilizing a partner and/or other entity
- Negotiation skills and techniques
- Describe any current or past relevant legal matters and/or litigations over the past five (5) years

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

Proposal Section 3.0 — Proposer's methodology, technical ability and approach to meeting the needs and requirements as noted in the RFP.

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

- Proposed approach to meeting County's stated needs
- Discuss selling, buying, leasing and marketing strategies to include number of property showings
- Discuss non-traditional strategy options for acquiring, selling, leasing and marketing property
- Discuss facilitating purchases or the lease of property not listed for sale or lease
- Discuss your approach to market analysis
- Describe negotiation and problem-solving approaches

Proposal Section 4.0 — Proposer's Letters of Reference:

Provide four (4) letters of reference for real estate transactions of similar scope and complexity. Letters of references must cover both residential and commercial projects.

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 Proposals and/or 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 Procurement Manual.

- 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, 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)

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. Proposers may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate of Insurance coverage(s), prior to award of the Contract.
- 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 Real Estate Errors and Omissions with minimum limits of \$500,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant 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, the Professional must provide evidence of coverage, a minimum of \$500,000.00.

5.10. 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, 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.

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, 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.

5.11. PROTESTS AND LOBBYING

Any Proposer who protests the Request for Proposals 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.

5.12. CONE OF SILENCE

A. This solicitation falls under the Hernando County Procurement Ordinance 93-16. All Proposers 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 BOCC selects the Successful Proposer. If the BOCC is not involved in selecting the Successful Bidder, the cone of silence period commences upon issuance of solicitation and concludes upon award of the Agreement. During the cone of silence period, no Proposer or representative of the Proposer, 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 through the eProcurement Portal, or an individual specifically designated in this document (if any) for dissemination of information. Questions concerning this solicitation must be

submitted through the eProcurement Portal no later than the deadline for submitting questions, and the County shall respond to such questions in the form of addenda which shall be posted on the eProcurement Portal. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the BOCC and may subject the Successful Proposer who violated it to debarment. Nothing in the Ordinance prevents a Proposer or representative from taking part in a public meeting concerning the solicitation.

B. Neither the members of the BOCC 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. Proposers or representatives of same, who intend to submit Proposals, or have submitted Proposals, to this RFP 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."

5.13. 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.

5.14. 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.

5.15. 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 by the County, one (1) executed copy of the Agreement shall be delivered to the Successful Proposer.

5.16. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:

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

B. 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, and (5) 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 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.

5.17. 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.

5.18. 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.

5.19. ADDENDA

Any addenda issued in relation to this Request for Proposals 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 solicitation documents and Proposer will be bound by such, whether or not received by Proposer."

5.20. 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 deadline for submitting Proposals.
- B. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.
- C. No Proposal shall be modified or withdrawn by the Proposer after the deadline for submitting Proposals.

5.21. 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.

5.22. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:

After the Proposal Submission Deadline 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.

5.23. 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.

5.24. 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.

5.25. PUBLIC RECORDS ACT:

- A. **Proposers should make themselves familiar with Chapter 119 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 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 and Section 119.071 of the Florida Statutes, shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.
- D. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

5.26. 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.

5.27. 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.

5.28. 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, as amended from time to time.

5.29. FOREIGN COUNTRIES OF CONCERN:

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE, Foreign Countries of Concern included in this solicitation.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

6. EVALUATION PHASES

6.1. Phase I: Written Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Ability, capacity, and skill of agency</p> <p>This section should identify the principal, key staff, partners and/or other entities. Present a brief discussion regarding how the Agency's qualifications and experience relate to the specific services. Address the following:</p> <ul style="list-style-type: none">• Experience, knowledge and familiarity with the local areas and real estate trends (commercial and residential)• Credentials, qualifications, awards and relevant individual experience• Identify active memberships in Multiple Listing Services (MLS)• Identify if you primarily work with buyers, sellers or both• Describe current and available capacity to serve active clients (commercial and residential)• Experience with acquiring, leasing, selling and marketing vacant commercial and/or residential properties• Experience with real estate transactions utilizing a partner and/or other entity• Negotiation skills and techniques• Describe any current or past relevant legal matters and/or litigations over the past five (5) years <p>Note: Organization charts, graphs or other depicting your capacity may be included. Resumes of key personnel and their licenses, as applicable, must be provided.</p>	Points Based	30 (30% of Total)

2.	<p>Proposer's methodology, technical ability and approach to meeting the needs and requirements as noted in the RFP.</p> <p>This section describes the unique approach, products, and services the Agency proposes to meet the needs described in the RFP. Address the following:</p> <ul style="list-style-type: none"> Proposed approach to meeting County's stated needs Discuss selling, buying, leasing and marketing strategies to include number of property showings Discuss non-traditional strategy options for acquiring, selling, leasing and marketing property Discuss facilitating purchases or the lease of property not listed for sale or lease Discuss your approach to market analysis Describe negotiation and problem-solving approaches 	Points Based	30 (30% of Total)
3.	<p>Proposer's Letters of Reference</p> <p>Provide four (4) letters of reference for real estate transactions of similar scope and complexity. Letters of references must cover both residential and commercial projects.</p>	Points Based	30 (30% of Total)
4.	<p>Pricing Proposal</p> <p>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	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.	Oral Presentation Presentation addresses the needs and requirements noted in the Request for Oral Presentations Letter.	Points Based	10 <i>(50% of Total)</i>
2.	Presentation Firm Firm's demonstration of knowledge, experience, and teamwork during oral presentation.	Points Based	10 <i>(50% of Total)</i>

7. SCOPE AND SPECIFICATIONS

7.1. Project Background Information

The services required by the County in connection with this RFP covers the entire spectrum of those services customarily provided by commercial and residential real estate brokers and/or firms with the ability to market to prospective buyers on a local and national level.

7.2. Performance Requirements

A. SALE OF REAL PROPERTY

1. Recommend the listing price of the sites based on their marketability and similar sales in the area. However, the listing price shall not be below the Hernando County Property Appraiser's stated market value. Refer to Attachment B- Description of Properties.
2. Recommend a minimum sales price for each site.
3. Develop a marketing plan for the sale of each property utilizing:
 - a. "FOR SALE" signs where appropriate
 - b. newspaper or flyer advertisements
 - c. development and distribution of marketing materials
 - d. notification letters via U.S. mail to adjoining landowners advising of property availability
 - e. placing all properties on the Hernando County and other Multiple Listing Services (MLS)
 - f. social media
 - g. other marketing platforms
4. Advertise and market the property for sale in any additional and appropriate manner over and above the mandatory minimum requirement listed above.
5. Present any offers with recommendation for acceptance or refusal.
6. Provide bi-monthly status reports, if requested:
 - a. Competitive Market Analysis (CMA)
 - b. Advertising Plan(s)
 - c. Date(s) and listing(s) of properties advertised
 - c. Listing of contacts made, either in response to specific inquiries or realtor initiated.
 - d. Impression as to progress of marketing effort.
 - e. Suggestions, if any, as to how to change or improve the marketing plan.
 - f. Copy of MLS monthly reports showing all County properties listed.

7. Participate in site tours and/or other events concerning a showing of the property.
8. Analyze offers from potential buyers.
9. Presentations at public BOCC meetings may be required.
10. Recommendation on repair, inspection or maintenance issues that are critical to the ability to sell the property.
11. Negotiating with potential buyers on behalf of the County.
12. All other customary activities and services associated with real estate transactions.
13. Purchaser receives a statutory deed, not a warranty deed. No warranty or guarantee will be issued by the County.
14. All properties are sold "As Is."
15. Buyer is to pay all closing costs including title insurance if requested by buyer.

B. PURCHASE OF REAL PROPERTY

1. Purchases of real property on behalf of the County.

C. FACILITATE LEASE OF PROPERTY

1. Facilitate the lease of a property on behalf of Hernando County to include negotiating lease terms, advising on market rent rates, and/or handling lease agreements.

D. FACILITATE PURCHASE OR LEASE OF PROPERTY (OFF MARKET)

1. Facilitate the purchase or leasing of a property on behalf of Hernando County which:
 - a. is not listed for sale
 - b. is not listed for lease
 - c. property is listed with another real estate broker or contracted realtor and seller/owner is not offering a co-broker commission paid by the seller/owner
 - d. commission is not at minimum amount

7.3. Technical Requirements

A. Proposer shall be appropriately licensed in the State of Florida at the time of proposal submission with a valid "Real Estate Broker or Sales" license issued by the Florida Department of Business and Professional Regulation <http://www.myfloridalicense.com/DBPR/>.

B. All work completed under this Agreement shall conform to all applicable Federal, State and local statutes, ordinances, codes, regulations and ordinances.

C. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the Real Estate Broker for or on behalf of the County shall be the property of the County and will be turned over to the County upon request without charge. In accordance with Florida Public Records Law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the Real Estate Broker's office or facility. The Real Estate Broker shall maintain the files and papers for not less than six (6) complete calendar years after the project has been completed or terminated, or in accordance with the Federal and State requirements, whichever is longer.

8. PRICING PROPOSAL

SCHEDULE NO. 1: NON CO-BROKERED COMMISSION RATES (BASED ON PURCHASE PRICE, SALES PRICE AND/OR LEASE PRICE)

Line Item	Description	Unit of Measure	Percentage
RESIDENTIAL SALES:			
1	Residential Property Sale	each	
2	Residential Property Sale below \$20,000	each	
COMMERCIAL SALES:			
3	Commercial Property Sale	each	
4	Commercial Property Sale below \$20,000	each	
RESIDENTIAL PURCHASES:			
5	Residential Property Purchase	each	
6	Residential Property Purchase Sale below \$20,000	each	
COMMERCIAL PURCHASES:			
7	Commercial Property Purchase	each	
8	Commercial Property Purchase below \$20,000	each	
LEASES:			
9	Residential Property Lease	each	
10	Commercial Property Lease	each	
OFF-MARKET PURCHASE AND LEASE:			
11	Off-Market Residential Property Purchase	each	
12	Off-Market Commercial Property Purchase	each	
13	Off-Market Residential Property Lease	each	

Line Item	Description	Unit of Measure	Percentage
14	Off-Market Commercial Property Lease	each	
UN-LISTED SALE, PURCHASE AND/OR LEASE:			
15	Residential Properties Not Listed (Sale)	each	
16	Commercial Properties Not Listed (Purchase)	each	
17	Residential Properties Not Listed (Lease)	each	
18	Commercial Properties Not Listed (Lease)	each	

**SCHEDULE NO. 2: CO-BROKERED COMMISSION RATES (BASED ON PURCHASE PRICE, SALES PRICE
AND/OR LEASE PRICE)**

Line Item	Description	Unit of Measure	Percentage
RESIDENTIAL SALES:			
19	Residential Property Sale	each	
20	Residential Property Sale below \$20,000	each	
COMMERCIAL SALES:			
21	Commercial Property Sale	each	
22	Commercial Property Sale below \$20,000	each	
RESIDENTIAL PURCHASES			
23	Residential Property Purchase	each	
24	Residential Property Purchase Sale below \$20,000	each	
COMMERCIAL PURCHASES:			
25	Commercial Property Purchase	each	
26	Commercial Property Purchase below \$20,000	each	
LEASE:			

Line Item	Description	Unit of Measure	Percentage
27	Residential Property Lease	each	
28	Commercial Property Lease	each	
OFF-MARKET PURCHASE:			
29	Off-Market Residential Property Purchase	each	
30	Off-Market Commercial Property Purchase	each	
31	Off-Market Residential Property Lease	each	
32	Off-Market Commercial Property Lease	each	
UNLISTED SALE, PURCHASE AND/OR LEASE:			
33	Residential Properties Not Listed (Sale)	each	
34	Commercial Properties Not Listed (Purchase)	each	
35	Residential Properties Not Listed (Lease)	each	
36	Commercial Properties Not Listed (Lease)	each	

9. VENDOR QUESTIONNAIRE

9.1. Company Information

9.1.1. *Vendor Registration**

Please download the below documents, complete, and upload.

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

*Response required

9.1.2. *W9 Form **

Please upload your company's W9 information

*Response required

9.1.3. *Upload Florida Permit **

Proposers 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 proposal. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the proposal.

*Response required

9.1.4. *Upload valid "Real Estate Broker or Sales" license **

Upload copy of valid "Real Estate Broker or Sales" license issued by the Florida Department of Business Regulation.

*Response required

9.1.5. *Local Preference.*

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

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

9.2. Authorizations

9.2.1. *Authorized Representative**

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

☐ Yes

☐ No

*Response required

9.2.2. *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

9.2.3. Corporate Affidavit*

Please download the below documents, complete, and upload.

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

*Response required

9.3. Confirmations

9.3.1. 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

9.3.2. Please confirm - No Exceptions to the Sample Contract*

Hernando County will not accept any requests for exceptions to the contract documents.

☐ Please confirm

*Response required

9.3.3. Drug Free Workplace Certification *

I have read and attest to, in accordance with Florida Statute 287.087), 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

9.3.4. *VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

Section 287.135, 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., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S., 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, 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

9.3.5. *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

9.3.6. 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 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 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 proposal; and that affiant makes the above 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

9.3.7. FOREIGN COUNTRIES OF CONCERN 287.138*

287.138 F.S., prohibits agencies from contracting with companies which grant the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

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 owned, controlled or organized under the law of a Foreign Country of Concern as identified in Section 2887.138, Florida statutes. I understand that the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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

☐ Please confirm

*Response required

9.3.8. 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, 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, 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, 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, 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

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

9.4. Proposal

*9.4.1. Proposal**

Please upload your proposal. The Proposal Format shown in Section 5.4. of this RFP describes the required Proposal Format. Proposers should also reference Section 6 Evaluation Criteria.

Please note:

DO NOT INCLUDE COMMISSION RATES IN YOUR PROPOSAL

Commission Rates are ONLY to be entered in Section 5. PRICING PROPOSAL.

*Response required

*9.4.2. Partnerships and Associations**

Please list any parent companies, subsidiary companies and/or any other entity which may be directly involved in the sale and acquisition of properties and state the relationship.

*Response required

*9.4.3. Hernando County Employment Disclosure**

Please download the below documents, complete, and upload.

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

*Response required

*9.4.4. Anti Human Trafficking Affidavit**

Please download the below documents, complete, and upload.

- [Anti Human-Trafficking-Affi...](#)

*Response required

Description of Properties to be Sold (But Not Limited To):

At a minimum, each property listed for sale shall be referenced by its parcel key, parcel number and street location as reflected on the web page of the Hernando County Property Appraiser's website (<https://propsearch.hernandopa-fl.us/>) in all reports to the County as well as in any contracts for sale.

Almost all properties have vested back into County ownership because of non-payment of back property taxes.

All surplus properties will be properties that the County no longer utilizes and wishes to sell so they can be placed back on the property tax rolls.

All properties are to be sold in an "As Is" condition with no warranties.

All properties shall be conveyed by a statutory deed prepared by the County.

Should a prospective buyer want a formal closing and/or title insurance, it must be paid for by the buyer.

It is the desire of the County to sell property at the market value and to not unfairly compete with the private sector.



ADDENDUM # ONE (1)

TO

THE CONTRACT DOCUMENTS FOR THE

Real Estate Broker and Marketing Agent Services

IN

HERNANDO COUNTY, FLORIDA

Request for Proposal No. 25-RFP01011/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. I cannot find the proposal format needed. It says I can find it in section 5.4 in the RFP but I can't seem to figure that out. Can you guide me in the right direction as to exactly what format is needed or where to find one I can copy and use?

1.A. Please review Section 5.4. PROPOSAL FORMAT in its' entirety and then look for bolded headers listed below. Underneath each header is a description.

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

Proposal Section 2.0 — Ability, Capacity and Skill of Agency

Proposal Section 3.0 — Proposer's methodology, technical ability and approach to meeting the needs and requirements as noted in the RFP

Proposal Section 4.0 — Proposer's Letters of Reference:

2.Q. Under pricing proposals, it asks me for my percentage for leases. I don't work off percentages with leases.

2.A. The County manages their own rental/lease properties. The private sector common practice to pay the Realtor a portion of the first months' rent would not apply. However, the County may engage its contracted realtor to conduct initial site visits for properties available for lease.

3.Q. Under section 2, lines 19-36; co-brokered commission rates- it asks me what I offer to co-brokers. When I put in the percentage it becomes a dollar amount not a percentage? Please explain how to properly fill these sections out under pricing proposals, thanks!

3.A. The formatting for Section 8. PRICING PROPOSAL Schedule No. 2 (CO-BROKERED Commission Rates (based on Purchase Price, Sales Price and/or Lease Price) has been re-formatted to allow for percentages.



PROCUREMENT DEPARTMENT

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

4.Q. Who is the current provider, and what are the current rates?

4.A. The requested information may be obtained by entering a Public Record Request on the Hernando County web page under Public Information: [Public Records Requests | Hernando County, FL](http://www.hernandocounty.us/departments/departments-n-z/public-information/public-records-requests)

(<https://www.hernandocounty.us/departments/departments-n-z/public-information/public-records-requests>).

5.Q. How many properties are expected to be listed annually? Please provide estimates by type (residential, commercial), assessed value, and expected sale price.

5.A. Unfortunately, lists and estimates are not available. Properties are escheated to the County based on various factors and are listed according to the County's evolving priorities and operational needs at that time.

6.Q. Provide the last three years of surplus real estate transactions by year, type, and amount.

6.A. In lieu of utilizing available Hernando County public website resources, the requested information may be obtained by entering a Public Record Request on the Hernando County web page under Public Information: [Public Records Requests | Hernando County, FL](http://www.hernandocounty.us/departments/departments-n-z/public-information/public-records-requests)

(<https://www.hernandocounty.us/departments/departments-n-z/public-information/public-records-requests>).

7.Q. Are the properties deeded to the County or placed on the List of Lands Available for Taxes?

7.A. The County acquires properties through various means, including but not limited to escheatment, tax deed sales and direct conveyance.

8.Q. Who conducts the closing and issues the deed?

8.A. Closings are coordinated by the title agent selected by the County and are conducted in coordination with the Hernando County Attorney's Office.

9.Q. Does the County leverage cooperatives such as Sourcewell or Omnia?

9.A. Hernando County utilizes various contracts through Sourcewell and/or Omnia, however, Hernando County Property Management currently does not utilize Sourcewell or Omnia.



PROCUREMENT DEPARTMENT

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BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Alisa Pike

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

