

## SOLICITATION - OFFER - AWARD

<b>SOLICITATION No.:</b> <b>RFQ 21-R00076/PH</b>	<b>SOLICITATION TITLE:</b> <b>Design-Build of Lockhart Water Treatment Plant Expansion Project</b>	<b>DATE ISSUED:</b> <b>July 7, 2021</b>	<b>CONTRACT No.:</b> <b>RFQ 21-R00076/PH</b>
<b>ISSUED BY:</b> <b>BOARD OF COUNTY COMMISSIONERS</b> <b><u>HERNANDO COUNTY, FLORIDA</u></b> John Allocco, Chairman Steve Champion, Vice Chairman Jeff Holcomb, Second Vice Chairman Wayne Dukes Beth Narverud		<b>SUBMIT BID OFFER TO:</b> <b>PURCHASING AND CONTRACTS DEPARTMENT</b> <b>15470 FLIGHT PATH DRIVE</b> <b>BROOKSVILLE, FL 34604</b>  <b><i>Toni Brady</i></b> <b><i>Chief Procurement Officer</i></b>	

## SOLICITATION

SEALED OFFERS, IN ONE (1) ORIGINAL, FOUR (4) COPIES AND ONE (1) CD OR FLASH DRIVE, FOR FURNISHING THE SERVICES DESCRIBED HEREIN WILL BE RECEIVED AT THE PURCHASING AND CONTRACTS DEPARTMENT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604, **UNTIL 3:00 P.M., LOCAL TIME ON AUGUST 18, 2021.** NO STATEMENTS OF QUALIFICATIONS (SOQ) WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION.

PURSUANT TO FS 119.071 (Current Edition), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Hernando County is requesting sealed Statements of Qualifications (SOQ) from qualified individuals or firms to provide Design-Build Services for the Lockhart Water Treatment Plant Expansion Project.  <u>PLEASE SUBMIT ONE (1) ORIGINAL SIGNED DOCUMENT, FOUR (4) COPIES AND ONE (1) CD OR FLASH DRIVE.</u>  (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXXX	XXXXXXXXXXXXXX

## OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS PROPOSAL FOR THE PROPOSER.

**DISCOUNT FOR PROMPT PAYMENT: N/A % 10 CALENDAR DAYS N/A % 20 CALENDAR DAYS N/A % N/A CALENDAR DAYS**

<b>OFFEROR'S INFORMATION</b>  Company Name  Address  City                      State                      Zip Code  Phone Number                      Fax Number                      Email Address	<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:</b>  <table style="width: 100%;"> <tr> <td style="width: 80%; vertical-align: top;">OFFEROR'S SIGNATURE</td> <td style="width: 20%; vertical-align: top;">OFFER DATE</td> </tr> </table>	OFFEROR'S SIGNATURE	OFFER DATE
OFFEROR'S SIGNATURE	OFFER DATE		

## AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY 6/14/21  ACCEPTED AS TO ITEM(S) No:	LR No.: 19-405-2	BY: Maureen S. Sikora		
SUBMIT INVOICES TO: <b>HERNANDO COUNTY</b> <b>UTILITIES DEPARTMENT</b> <b>15365 Cortez Blvd.</b> <b>Brooksville, FL 34613</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:  <table style="width: 100%;"> <tr> <td style="width: 70%;">SIGNATURE:</td> <td style="width: 30%;">AWARD DATE:</td> </tr> </table>		SIGNATURE:	AWARD DATE:
SIGNATURE:	AWARD DATE:			

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**SECTION I**

**REQUEST FOR STATEMENT OF QUALIFICATIONS  
DESIGN-BUILD OF LOCKHART WATER TREATMENT PLANT EXPANSION PROJECT  
RFQ NO. 21-R00076/PH**



The Hernando County Board of County Commissioners, Hernando County, Florida, invites interested parties to submit a Statement of Qualifications **no later than 3:00 PM, AUGUST 18, 2021**, for **DESIGN-BUILD OF LOCKHART WATER TREATMENT PLANT EXPANSION PROJECT** to the Board of County Commissioners.

Interested firms may secure the qualification documents and all other pertinent information by visiting the website of Bid Net at [www.bidnetdirect.com](http://www.bidnetdirect.com). For additional Project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at [www.hernandocounty.us](http://www.hernandocounty.us), or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754-4020.

A VOLUNTARY Pre-Submittal Meeting will be held at **9:00 AM, on July 15, 2021, at Hernando County Utilities Department, 15365 Cortez Blvd., Brooksville, FL 34613**, for the purpose of providing information relative to the selection of a Firm and any factual data pertaining to the solicitation. Representatives of Owner will be present to discuss the Project. Offerors are not required to attend and participate in the conference.

Qualified firms desiring consideration shall submit one (1) original, (4) copies and one (1) CD or flash drive of the Technical Qualification packages, clearly marked "Sealed SOQ for **RFQ No. 21-R00076/PH – Design-Build of Lockhart Water Treatment Plant Expansion Project**" to Hernando County Purchasing and Contracts Department, 15470 Flight Path Drive, Brooksville, Florida 34604, on or before the time stipulated above. Qualifications shall be plainly marked on the outside of a sealed envelope/container with: Firm's name and address, and Qualification Name and Qualification Number. Qualifications are to be submitted:

**Physical Address:**

Hernando County Purchasing & Contracts  
15470 Flight Path Drive  
Brooksville, FL 34604

The Board of County Commissioners will not be responsible in the event the U.S. Postal Service or any other courier system fail to deliver any Proposal by the deadline stated above.

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Offeror to the County Official or Employee prior to the time a SOQ decision has been made. Communication between Offeror 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 SOQ. Exparte communication may be grounds for disqualifying the offending Offeror 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.

Purchasing and Contracts Division will post addenda on Bid Net at [www.bidnetdirect.com](http://www.bidnetdirect.com) to all questions in accordance with the Solicitation Instructions. **It is the responsibility of prospective Offerors to visit the Bid Net at [www.bidnetdirect.com](http://www.bidnetdirect.com) to ensure that they are aware of all addenda issued relative to this solicitation.**

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

The Hernando County Board of County Commissioners will select and Contract with the most qualified firm responding to this solicitation and County Policy.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

TONI BRADY  
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

**NOTICE TO OFFERORS**

To ensure that your SOQ 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 Patty Hall, Purchasing and Contracts, at (352) 754-4020, [phall@hernandocounty.us](mailto:phall@hernandocounty.us).

**SECTION II****DEFINITIONS**

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

**"Agreement"** means a legal document, executed by the County and the Successful Offeror, 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 Firm 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.

**"Business Day"** means any day on which the County is open for regularly conducted business.

**"Contract Documents"** means the Request for Qualifications and Proposals, including Addenda to such, the Agreement, including Addenda to such, Offeror's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Offeror's Representation and Certification Form, Offeror's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Offeror 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.

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

**"County"** means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.

**"Design-Builder"** means the entity with the prime design-build Contract with the County.

**"Design-Build Team (Team)"** means all entities listed by the Design-Builder as providing services or construction on the project. The Design-Builder is not required to list all members of the Design-Build Team in the SOQ. Members of the Design-Build Team may also be referred to as "Team Members."

**"Design Excellence"** is achieved with memorable design solutions that exceed the County's vision and defined functional requirements; include state of the art structures and facilities that are high performance and sustainable; and possess a holistic awareness that considers context, site, and the environment.

**"Key Team Member"** means individuals who will be assigned to the Project who play an important role in the design, construction, or management of the Project.

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

**"Notice of Shortlist"** means the qualifying list of Offerors as determined by SOQ evaluation to advance to the next phase of the selection process. Only short-listed Offerors will be invited to submit Proposals in response to the RFP.

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

**"Offeror"** means the entity that submits a Statement of Qualifications to the County in response to the Request for Qualifications.

**"Proposal"** means the response to the Request for Qualifications submitted by the Offeror.

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

**"Procurement"** means the County's process for selecting a Design-Build Team for this Project.

**"Procurement Documents"** means all documents issued by the County in connection with the Procurement or Project.

**"Professional Services Review Committee (PSRC)"** means County employees selected to evaluate and score the Statements of Qualifications and recommend the short-listed Offerors selected for participation in the Request for Proposals.

**"Project"** means work specified to be performed in the Design-Build Contract.

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

**"Request for Proposals" (RFP)** means the Owner's Request for Proposals which will be issued to those short-listed Offerors who are selected to proceed to the next phase of this Procurement.

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

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

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

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

**"SOQ"** means Statement of Qualifications.

**"Sub-Contractor"** means an entity having a direct Contract with the Successful Firm or with any other Sub-Contractor of the Successful Offeror 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.

**"Successful Firm"** means the Firm who the County awards an agreement to based on the County's evaluation of the Offerors' Proposals and pricing as provided in the Request for Proposals. This is in the RFP stage.

**"Team Member"** means a member of the Design-Build Team.

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

**"WTP"** means Water Treatment Plant.

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**SECTION III**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**DESIGN-BUILD OF LOCKHART WATER TREATMENT PLANT EXPANSION PROJECT**  
**RFQ No. 21-R00076/PH**

**1. PURPOSE AND OVERVIEW:**

- 1.1 **General:** Hernando County (County) is moving towards developing larger, regional water treatment facilities to meet the needs of new developments throughout the County. One of these new developments is being built near the Lockhart Water Treatment Plant (WTP). It is the County's intent to expand the Lockhart WTP into a regional facility to meet future growth needs.

Currently, the Lockhart WTP does not meet anticipated Fire Flow Demands south of the facility where a new planned community is being developed. This development location has a higher elevation than what the existing well pump was designed for and reportedly creates a pressure differential within the existing system between the north and south service areas. A new High Service Pump Station (HSP) is being proposed to meet the immediate development demands as well as future growth within the surrounding areas. Operating in conjunction with three (3) existing Pressure Sustaining Valves to help maintain proper system pressures, the HSP will be supplied by a new 2-million gallon (MG) pre-stressed concrete Ground Storage Tank (GST), which will be filled via two (2) existing onsite wells. It will be important to note that the proposed site layout shall include plans for a future, second 2-MG GST.

- 1.2 **Project Objectives:** This Request for Qualifications (RFQ) has been issued to obtain qualified design-build teams for the design and construction of improvements to the Lockhart WTP as described in the scope of work below to meet the necessary system demands and pressures required for future County developments.

- 1.3 **Scope of Work:** The anticipated scope of work generally includes the design and construction of, but is not necessarily limited to:

- Subsurface utility engineering
- Geotechnical engineering and testing
- Surveying
- 2 MG pre-stressed concrete GST
- New HSP
- New onsite power generator with whole-plant capacity
- New Sodium Hypochlorite Injection, Mixing, Instrumentation and Controls
- New Sodium Hypochlorite Storage Tank
- New Site-Built Structure for HSP and Chemical Feed/Storage System
- New Trilby Crossing well and associated well piping, electrical, instrumentation and controls, and appurtenances
- New Pipeline from the proposed Trilby Crossing wellhead to the Lockhart WTP proposed GST
- SCADA programming and integration for wellfield and HSP operations
- Electrical, safety, flood resiliency, structural rehabilitation, minor equipment and appurtenances improvements, generally in the existing Well No. 1 structure
- Permitting

- 1.4 **Reference Documents (for informational purposes only):** The Well No. 2 Design (performed by Coastal Engineering Associates, Inc.), Existing Well Information, Permits, Existing Survey, Water Quality Data, and Existing Hydropneumatic Tank Drawings are available for a general reference for interested offerors at: <https://mckimcreed.sharepoint.com/sites/teams/water/LockhartWTP>. Interested Offerors should contact the County at 352-540-6626 for Username and Password information.

It is important to note that some of the work reflected on the design documents has already been completed or is currently under construction. A more definitive scope of work description will be provided in the Design Criteria Package (DCP) that will be included with the Step 2 – RFP.



- 1.5 **Estimated Budget:** The estimated budget for the Scope of Work referenced in Section 1.3 is currently \$4,650,000.00.

## **2. CONTACT PERSON:**

All inquiries pertaining to this Request for Qualifications are to be directed to:

Patty Hall, CPPB  
Contract Compliance Officer  
Hernando County Purchasing and Contracts  
15470 Flight Path Drive  
Brooksville, FL 34604  
Phone: 352-754-4020  
Email: [phall@hernandocounty.us](mailto:phall@hernandocounty.us)

**CAUTION:** In accordance with Section 287.057 (23) (Current Edition) of the Florida Statutes, Offerors to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

## **3. SOQ TIMELINE:**

PROPOSED schedule for evaluations. *The County reserves the right to alter dates as needed.*

Voluntary Pre-Submittal Meeting.....	July 15, 2021 at 9:00 AM
Deadline for Questions.....	July 28, 2021 at 3:00 PM
SOQ Due Date.....	August 18, 2021 at 3:00 PM
Professional Services Review Committee Meeting.....	September 13, 2021 (week of) (Tentative)

A Non-Mandatory Pre-Submittal meeting will be held on July 15, 2021 at 9:00 AM. The meeting will be held at Hernando County Utilities Department, 15365 Cortez Blvd., Brooksville, Florida 34613.

## **4. PROCUREMENT PROCESS:**

### **4.1 General Information:**

- 4.1.1 **Compliance with Legal Requirements:** This Procurement will be in accordance with the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes (Current Edition) and all applicable federal, state, and local laws, and County policies and procedures.

### **4.1.2 Conflict of Interest and Communications with the County:**

- 4.1.2.1 Consultants who assisted the County in the RFQ/RFP preparations may not propose or participate on any Design-Build Team on this Project, inclusive of McKim & Creed, Inc.

- 4.1.2.2 Firms are required to conduct the preparation of their Statement of Qualifications (SOQ) with professional integrity and free of lobbying activities. Communication with the County regarding this Project shall be via email or regular mail and only directed to the following County Representatives: Mrs. Toni Brady, Chief Procurement Officer; Mrs. Patty Hall, Contract Compliance Officer; and/or Mr. Garth Coller, County Attorney. Do not communicate about the Project or the Procurement with any other County employees, representatives, or consultants. Communication with other County employees, representatives or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Offeror or Design-Build Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Offerors may be the cause for the County to disqualify the Offeror

team from submitting an SOQ or Proposal, to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Offeror or Team Member.

4.1.2.3 Following the County's approval of the short-listed Offerors, the County anticipates that certain communications and contacts will be permitted. The RFQ, RFP and/or other written communications from the County will set forth the rules and parameters of such permitted contacts and communications. To the extent that any Offeror intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the subject thereof must be approved in writing by the County prior to the commencement of such activities.

4.1.3 **Expenses of Offeror:** The County accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Offeror that enters into the Procurement process shall prepare the required materials, the SOQ, and the Proposal at its own expense and with the express understanding that the Offeror cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event that the County cancels this Project or rejects all submittals.

4.1.4 **Public Disclosure:** All documentation and submittals provided to the County may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the County will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the SOQ or Proposal. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the applicable public records act. The County will endeavor to provide at least two (2) business days' notice of a public records request for material submitted pursuant to this Procurement. Offeror must respond to the notice in writing with any objection to the production of the documents within two (2) business days of receipt of the notice. All costs incurred by the Offerors associated with any public records request are the responsibility of the Offeror.

4.1.5 **Protest Procedures:** All protests will be directed to the Chief Procurement Officer. Additional information relative to lobbying and protests can be found at the following site: <https://www.hernandocounty.us/home/showdocument?id=2571>.

#### 4.2 County Rights and Procurement Conditions:

4.2.1 The County reserves without limitation, and may exercise at its sole discretion, the following rights and conditions regarding this Procurement process:

4.2.1.1 To cancel the Procurement process and reject any and all SOQs and/or Proposals;

4.2.1.2 To waive any informality or irregularity;

4.2.1.3 To revise the Procurement Documents and Schedule via an Addendum;

4.2.1.4 To reject any Offeror that submits an incomplete or inadequate response, or is not responsive to the requirements of this RFQ;

4.2.1.5 To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ or a subsequent RFP;

4.2.1.6 To provide clarifications or conduct discussions, at any time, with one or more Offerors;

4.2.1.7 To contact references who are not listed in the Offeror's SOQ and investigate statements on the SOQ and/or qualification of the Offeror and any firms or individuals identified in the SOQ;



4.2.1.8 To consider Alternative Technical Concepts and/or approaches identified by Offerors;

4.2.1.9 To take any action affecting the RFQ process, the RFP process, or the Project that is determined to be in the County's best interests; and

4.2.1.10 Approve or disapprove of the use of particular Sub-Consultants, Sub-Contractors, or Key Team Members and/or substitutions and/or changes to Sub-Consultants, Sub-Contractors or Key Team Members from those identified in the SOQ or Proposal. Such approval or disapproval shall not be unreasonably exercised.

#### 4.3 Evaluation and Ranking of Offerors

In the evaluation and ranking of Offerors, the County will consider the qualifications information submitted in the SOQ, as well as the meetings with the Offerors, with respect to the evaluation criteria set forth in the RFQ (Step 1) and RFP (Step 2). The result of the evaluation will be a comparative ranking of Offerors.

For the purpose of selecting and evaluating Offerors in Step 1 of the selection process, the evaluation criteria will be given the following relative weights:

Criteria	Maximum Points	
1. Ability of Design-Build Team Personnel	30 Points	
2. Experience with Similar Projects	40 Points	
3. Location of the Team	10 Points	
4. Resource Availability and Ability to Meet Schedule and Budget	20 Points	
5. Financial, Legal and Safety	Pass/Fail	
TOTAL POSSIBLE POINTS		100 Points

#### 5. SOQ DOCUMENTATION REQUIREMENTS:

##### 5.1 SOQ Format Requirements

The SOQs shall comply with the following format requirements:

5.1.1 SOQs shall be formatted in searchable .pdf format;

5.1.2 The body of the SOQ shall be organized in accordance with the Evaluation Criteria.

5.1.3 The body of the SOQ, when printed, shall be limited to a maximum of twenty (20) single-sided pages.

5.1.3.1 The only documentation that is not included in the page count is the following:

5.1.3.1.1 Letter of Interest or cover letter (one (1) page each);

5.1.3.1.2 Statement of Offeror's Ability to Provide a Proposal Bond, and Performance and Payment Bond;

5.1.3.1.3 Statement of Offeror's Ability to Meeting the County's Insurance Requirements;

5.1.3.1.4 Corporate Structure Questionnaires;

5.1.3.1.5 Project Experience and Descriptions (two (2) pages per project);

5.1.3.1.6 Resumes of Key Team Members (one (1) page each, twelve (12) team members maximum);

5.1.3.1.7 Divider tabs, provided they contain no substantive content; and

5.1.3.1.8 Cover pages, provided they contain no substantive content.

5.1.3.2 **SOQs that exceed the page limit may be rejected.** The County, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming SOQ submittals to bring each non-conforming SOQ submittal within the page count requirement.

5.1.3.3 A “page” shall be defined as one (1) single-sided piece of paper that has words, charts, tables, pictures or graphics. Pages shall be 8.5 x 11 inches, with the exception of drawing pages, which may be presented in 11 x 17 format; however, larger pages may only contain graphics and/or designs and may not be used for an Offeror’s narrative.

5.1.3.4 The font shall be no smaller than ten (10) points.

## 5.2 SOQ Organization

SOQs shall consist of the following parts:

5.2.1 Letter of Interest;

5.2.2 Minimum Qualifications;

5.2.2.1 Statement of Offeror’s Ability to Provide Proposal Bond and Performance and Payment Bond (See Section 6.2.1 and Exhibit A);

5.2.2.2 Statement of Offeror’s Ability to Meet the County’s Insurance Requirements (See Section 6.2.2. and Section 13 and Exhibit D);

5.2.2.3 Statement verifying and documenting the Offeror’s Experience Modification Rate (EMR) for safety is less than one (1). Any Offeror submitting with an EMR greater than or equal to one (1) will be considered unresponsive (See Section 6.2.3).

5.2.3 Technical and Management Qualifications:

5.2.3.1 Team Organization and Location;

5.2.3.2 Demonstrated History of Other Projects Similar in Scope and Complexity (3-5 projects within the last 10 years);

5.2.3.2.1 Design-Build Project Management Past Performance and Ability;

5.2.3.2.2 Resource Availability and Ability to Meet Schedule and Budget.

5.2.3.3 Design-Build Engineering and Permitting Past Performance and Ability;

5.2.3.4 Design-Build Construction Past Performance and Ability;

5.2.4 Corporate Structure Questionnaire(s) Section 6.3.3, Section 6.8.1, and (Exhibit B).

## 6. **SOQ EVALUATION CRITERIA AND SUBMITTAL INFORMATION:**

### 6.1 Letter of Interest (No Points)

The SOQ must include a cover letter containing the name, address, telephone number, fax number and e-mail address of the Offeror and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number, fax number and e-mail address for all listed Consultants, Sub-Consultants and/or Sub-Contractors for the Project; and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The Letter of Interest shall be a maximum of one (1) page.

## 6.2 Minimum Qualifications

### 6.2.1 Statement of Offeror's Ability to Provide Proposal Bond and Performance and Payment Bond (Pass/Fail)

As a **mandatory minimum requirement**, the Offeror must have the ability to obtain a proposal bond and performance and payment bond in the amount of \$5,000,000.00 as specified in Exhibit A. Offeror shall provide a letter signed by an authorized representative of Offeror's surety company (or agent) confirming that the Offeror can meet this minimum requirement. Any Offeror who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the Owner in this Procurement process. The surety shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of A. Letters indicating "unlimited" bonding capability are not acceptable.

### 6.2.2 Statement of Offeror's Ability to Meeting the County's Insurance Requirements (Pass/Fail)

As a **mandatory minimum requirement**, the Offeror must document that it has the ability to meet the minimum insurance requirements as set forth in Section 13 and Exhibit D. Offeror shall provide a letter from Offeror's insurance company or broker indicating that the Offeror is capable of complying with the insurance requirements specified in Section 13 and Exhibit D. Any Offeror who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the Owner in this Procurement. The insurer shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of A.

### 6.2.3 Statement verifying and documenting the Offeror's Experience Modification Rate (EMR) (Pass/Fail)

As a mandatory minimum requirement, the Offeror must provide a statement verifying and documenting the Offeror's Experience Modification Rate (EMR) for safety is less than one (1). Any Offeror submitting with an EMR greater than or equal to one (1) will be considered unresponsive.

## 6.3 Technical and Management Qualifications

The SOQ shall demonstrate the Design-Build Team's ability to undertake the Project by providing the following technical and management qualifications of the Offeror, Team Members, and individual Key Team Members. The Offeror is responsible for ensuring that contact information contained in their referenced Project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluation of qualifications.

Emphasis will be placed on past performance and expertise in performing substantive work on other projects that are of Similar Scope and Complexity, as described in the definitions above. The Owner reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The Owner also reserves the right to award more points to other projects in which the Offeror, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

The SOQ will be evaluated on the following technical and management qualifications:

### 6.3.1 Team Organization and Location

6.3.1.1 Provide an organization chart (showing Design-Build Team Members, Key Team Members and their firm affiliation) for all phases of the Project from design through final acceptance and warranty and maintenance period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether individuals are performing multiple functions. At a minimum, identify the Key Team Members performing the functions identified below. To the extent that the Design-Builder has additional Key Team Members on their team, the Design-Builder should include those individuals.

6.3.1.1.1 Design-Build Team Manager

6.3.1.1.2 Design Manager

- 6.3.1.1.3 Construction Manager
- 6.3.1.1.4 Project Lead Estimator
- 6.3.1.1.5 Project Lead Construction Superintendent
- 6.3.1.1.6 Lead Design Engineer
- 6.3.1.1.7 Lead Process Engineer
- 6.3.1.1.8 Lead Electrical Engineer
- 6.3.1.1.9 Lead Instrumentation and Controls Engineer
- 6.3.1.1.10 Safety Officer

6.3.2 Provide a resume for all Key Team Members. Resumes should be no longer than one (1) page per person and should include the following information:

- 6.3.2.1 Description of the individual's proposed Project role;
- 6.3.2.2 Identification of employer and number of years employed by the firm;
- 6.3.2.3 Educational background, professional licenses, and/or certifications;
- 6.3.2.4 Experience relevant to their proposed role on the Project and how their past performance on previous projects will benefit this Project; and
- 6.3.2.5 Based on the information available to the Design-Builder, proposed percentage of time that the Design-Builder intends to assign this individual to the Project.

6.3.3 Describe the corporate structure of the Design-Builder and complete the corporate structure questionnaire for the Design-Builder and all Team Members in the form set forth in Exhibit B. If the prime Design-Builder is a joint venture, all joint venture partners must have functional responsibilities for the Project. Describe the duties of each joint venture partner.

6.3.4 Describe how the location of your Team Members may benefit the County as it specifically relates to the completion of the Project. Submit a maximum of one (1) page for this section.

Provide the address, phone number, website, e-mail and fax number for the Design Builder's local office from which services will be performed for the County, and from which decisions regarding services are made. The first search using Mapquest, as verified by the Purchasing and Contracts Department, will be used to determine points awarded in this category. Points will be awarded as follows: Firms located within fifty (50) miles of the Hernando County Utilities Department, 15365 Cortez Blvd., Brooksville, FL 34613, will be awarded ten (10) points. Firms located between fifty (50) and seventy-five (75) miles from the Utilities Department will be awarded seven (7) points. Firms located between seventy-five (75) and one hundred (100) miles from the Utilities Department will be awarded four (4) points. Firms located one hundred one (101) miles from the Utilities Department will be awarded one (1) point.

**6.4 Identification of Projects:** For each project identified in the SOQ, provide the following information: The information required in this section can either be provided in a separate section of the SOQ, in the narrative for each of the evaluation criteria in Section 4.3, or the Offeror can provide a separate table for the identified Projects. The identification of Projects will not be evaluated separately, rather, the Projects will be evaluated in the context of the criteria set forth in Section 4.3.

- 6.4.1.1 Name of Project;
- 6.4.1.2 Owner/Customer;
- 6.4.1.3 Location of Project (include address);
- 6.4.1.4 Description of the delivery method and integration of design and construction, identifying the firm(s) role as a prime Consultant, Sub-Consultant, Contractor, Sub-Contractor, or other;
- 6.4.1.5 Project description and applicability and relevance of the referenced Project to the evaluation criteria for this Project;
- 6.4.1.6 Any identified value engineering ideas or risks encountered, and how were they resolved;
- 6.4.1.7 Name of each Key Team Member who is proposed for this Project who played a significant role on the Project example, including a description of their Project responsibilities and function;
- 6.4.1.8 The initial Contract price, the final Contract price, and an explanation for any difference between the two (2) amounts;

- 6.4.1.9 The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two (2) dates; and
- 6.4.1.10 Project contact of the Owner or Customer (current address, e-mail and phone number) who can verify the characteristics of the submitted Project example.

## **6.5 Demonstrated History of Other Projects Similar in Scope and Complexity**

- 6.5.1 Describe the Design-Build Team's past performance in managing Design-Build (or a similar integrated delivery model) Projects of Similar Scope and Complexity, at least three (3) but no more than five (5) projects within the last 10 years, that include management and communications of an integrated team of Design Consultants, specialty Sub-Contractors, and trade Contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- 6.5.2 Describe the Design-Build Team's past performance in developing integrated design and construction schedules for projects of similar scope and complexity.
- 6.5.3 Describe the Design-Build Team's past performance in developing and/or managing costs within a Guaranteed Maximum Price.
- 6.5.4 Describe the Design-Build Team's past performance working together and/or describe the steps the Team has taken to promote integration and a collaborative working environment. The County reserves the right to award more points to those Teams who have worked together in a collaborative delivery model.

## **6.6 Design-Build Engineering and Permitting Past Performance and Ability**

- 6.6.1 Describe the Design-Builder's past performance in managing the design process.
- 6.6.2 Describe the Team's past performance with designing and permitting projects of similar scope and complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.
- 6.6.3 Describe the software used by the Team for design services, including a description of the Building Information Modeling system or other specialized software the Team would utilize for this Project.
- 6.6.4 List all professional registrations and/or certifications that are relevant to the work associated with the Project.
  - 6.6.4.1 Design-Build Institute of America (DBIA)
  - 6.6.4.2 Project Management Professional (PMP)
  - 6.6.4.3 Professional Engineer (PE)

## **6.7 Design-Build Construction Past Performance and Ability**

- 6.7.1 Describe the Design-Build Team's past performance with construction management and construction of projects of similar scope and complexity. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- 6.7.2 Include in the narrative the Design-Build Team's approach to the following:
  - 6.7.2.1 Sequencing construction activities to maximize efficiency and minimize impact on the County;
  - 6.7.2.2 Assessing whether the Design-Builder has achieved performance requirements;
  - 6.7.2.3 Change Orders; and
  - 6.7.2.4 Configuration, commissioning, and testing projects of similar scope and complexity.

## **6.8 Corporate Structure Questionnaire**

- 6.8.1 Submit a completed Corporate Structure Questionnaire for Design-Builder and each Team Member (Exhibit B).

## 7. INSTRUCTIONS TO OFFERORS:

- 7.1 It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Qualifications promotes competitive Proposals. It shall be the Offeror's responsibility to advise the Purchasing and Contracts Department at the address noted in Paragraph 2, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Qualifications to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the Proposal due date.
- 7.2 Qualified Firms or Offerors desiring to provide services, as described in the Scope of Work, shall submit one (1) original signed document, four (4) copies and one (1) CD or flash drive of the Statement of Qualifications package, clearly marked "Sealed SOQ for **RFQ No. 21-R00076/PH – DESIGN-BUILD OF LOCKHART WATER TREATMENT PLANT EXPANSION PROJECT.**"
- 7.3 Your Proposal is required by **3:00 P.M., AUGUST 18, 2021**, and should be mailed or delivered to:
- HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTENTION: PURCHASING AND CONTRACTS DEPARTMENT  
15470 FLIGHT PATH DRIVE  
BROOKSVILLE, FLORIDA 34604**
- 7.4 Any responses(s) received after the above stated time and date will not be considered and will not be opened. It shall be the sole responsibility of the OFFEROR to have their Proposal delivered to the Hernando County Purchasing and Contracts Department for receipt on or before the above stated time and date. If a response is sent by U.S. Mail Service or courier, the OFFEROR shall be responsible for its timely delivery. Responses(s) delayed by mail or other reasons shall not be considered and arrangements shall be made for its return at the Firm's request and expense.
- 7.5 **Timeliness of Proposal Submittal:** The County assumes no responsibility for a SOQ received after the due date and time, or at any location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. **Submittals received after the due date and time shall be returned unopened. There will be no exceptions to this policy.**
- CAUTION:** Hernando County is not considered a "priority area" by some courier Services. It is the responsibility of Offeror to make sure their SOQ is delivered by the due date and time. If the courier Services chosen arrives after the due date and time, the actual delivery date and time will be recorded on the SOQ envelope and returned to Offeror as refused.
- 7.6 Submittals shall be sealed and Offerors should indicate on their submittal the following:
- 7.6.1 Request for Qualifications Number
  - 7.6.2 Date SOQ's are Due
  - 7.6.3 Name of Offeror
- 7.7 Offers by telephone or telegram shall NOT be accepted. Also, Offerors are instructed NOT to fax their SOQ. Faxed submittals shall be rejected as non-responsive regardless of when the fax is received.
- 7.8 All submittals will be publicly announced and only the names of all Offerors shall be read aloud.
- 7.9 The Hernando County Board of County Commissioners is not responsible for expenses incurred prior to award. Hernando County officially distributes solicitation documents through the Florida Online Bid System ([www.bidnetdirect.com](http://www.bidnetdirect.com)). 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 Florida Online Bid System or the Purchasing Department. Only Firms who properly register and obtain solicitation documents directly from the electronic website Florida Online Bid System ([www.bidnetdirect.com](http://www.bidnetdirect.com)) will receive Addenda and other important information if issued.



- 7.10 The County reserves the right to accept or reject any or all submittals, with or without cause, to waive technicalities, and to short-list the top three (3) SOQs which, in our sole judgment, best serves the interest of the County.
- 7.11 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.
- 7.12 Any SOQs may be withdrawn until the date and time set above for the submission of the SOQs. Any SOQs not so withdrawn shall constitute an irrevocable offer to submit a Proposal.
- 7.13 Costs of preparation of a response to this Request for Qualifications are solely those of the Offeror. The County assumes no responsibility for any such costs incurred by the Offeror. The Offeror also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

#### **8. QUESTIONS REGARDING THIS RFQ:**

- 8.1 Offerors **shall not** direct any queries or statements concerning their Proposal to the Hernando County Professional Services Review Committee (PSRC) or County staff during the selection process, from the time of submission of a Proposal until the execution of a Contract. Any Offeror who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.
- 8.2 All questions or concerns regarding this Request for Qualifications must be submitted in writing, by email to [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us) with a cc to [phall@hernandocounty.us](mailto:phall@hernandocounty.us), faxed to (352) 754-4199 or mailed to the Purchasing and Contracts Department, 15470 Flight Path Drive, Brooksville, FL 34604, no later than 3:00 PM, JULY 28, 2021 to the attention of Patty Hall, referencing the RFQ number. When required, the Purchasing and Contracts Department will issue an Addendum to the Request for Qualifications. The Addendum will be available on the Internet for access by potential Offerors. Offerors are instructed **not** to contact the initiating division directly. No oral interpretation of this Request for Qualifications 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.
- 8.3 This provision exists solely for the convenience and administrative efficiency of Hernando County. No Offeror or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Offeror or third party have any standing to sue or cause of action arising therefrom.
- 8.4 If any OFFEROR contemplating submitting a SOQ for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, s/he may submit to the Purchasing and Contracts Department, on or before ten (10) calendar days prior to the scheduled opening of SOQs, a request for clarification. All such requests for information and/or clarification shall be made in writing and the OFFEROR submitting the request will be responsible for its prompt delivery. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be posted to the County's electronic service website at [www.bidnetdirect.com](http://www.bidnetdirect.com). The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the shortlisting of the Firms.
- 8.5 Receipt of an Addendum to this solicitation by an OFFEROR must be acknowledged by signing and returning the Addendum with your Proposal to the Purchasing and Contracts Department, 15470 Flight Path Drive, Brooksville, FL 34604.

#### **9. INSTRUCTIONS FOR PREPARING STATEMENT OF QUALIFICATIONS, REQUIREMENTS AND RULES FOR SUBMITTALS:**

- 9.1 The SOQ must name all persons or entities interested in the SOQ as principals. The SOQ must declare that it is made without collusion with any other person or entity submitting a SOQ pursuant to this RFQ.
- 9.2 Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this solicitation. If Sub-Contractors are to be utilized, their names and

references must be included within this initial Proposal. Responsibility for the performance of the resulting 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.

9.3 Offeror shall identify any work for this Project that will be performed outside the United States of America. The Firm 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.

9.4 Miscellaneous Requirements:

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

9.4.2 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.

9.4.3 Any damage to facilities, equipment, or property, due to the 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.

9.4.4 The Firm and its Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

**10. SOQ EVALUATION PROCESS:**

10.1 The Professional Services Review Committee (PSRC) will review all SOQs received and establish a short list in order of preference of no fewer than three (3) Offerors deemed to be the most qualified to provide the service requested based on the criteria set forth above.

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

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

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

10.5 Not more than three (3) responsive and responsible firms will be selected as short-listed Offerors. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.

10.6 The results of the SOQ evaluations will not be carried forward and included in the final evaluation and selection.

10.7 Hernando County shall be the sole judge of its own best interests, the Statements of Qualifications, and the Proposals and the Agreement resulting from the RFP. An award following the process as outlined in Exhibit C may be made to the most responsive and responsible firm whose SOQ and 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:

10.7.1 Reject any or all SOQs and Proposals or parts thereof

10.7.2 Issue subsequent Requests for Qualifications and RFPs

10.7.3 Cancel the entire Request for Qualifications and RFP

10.7.4 Remedy technical errors in the Request for Qualifications and RFP

- 10.7.5 Short-list any, all or none of the Firms and negotiate with any, all, or none of the Offerors
- 10.7.6 Award a Contract to one or more Offerors or none at all
- 10.7.7 Accept other than the lowest price
- 10.7.8 Waive informalities and irregularities in SOQs and Proposals

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

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

10.10 It is the Firm's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Offeror 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 PSRC.

**11. DEBRIEFING OF OFFERORS:** Not later than thirty (30) days after Board approval of a selection or shortlist, a Offeror may submit a written request to the applicable Contract administrator or purchasing agent for a debriefing on the evaluation of their submittal. The purchasing agent will schedule a meeting with the Offeror for the debriefing. However, at the Offeror's request, the debriefing may be conducted via telephone conference or the Offeror 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:

- 11.1 Key requirements of the solicitation.
- 11.2 The overall ranking of all SOQs.
- 11.3 The significant weaknesses or deficiencies in the SOQ in response to the requirements of the solicitation.
- 11.4 If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- 11.5 If applicable, a summary of the rationale for short-listing.
- 11.6 Responses to any relevant questions of the Offeror.

**12. SCOPE OF SERVICES:** [Not in Use – Refer to Section III, 1.3]

**13. TERMS AND CONDITIONS:**

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

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

13.3 The County reserves the right to request clarification of information submitted and to request additional information of one or more Firms.

13.4 Information regarding PSRC scheduling and Board approvals are available by calling the Purchasing and Contracts Department at (352) 754-4020.

13.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 Firm, supplier, Sub-Contractor or Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017

(Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13.6 The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

13.7 Offerors 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.

**13.8 INDEMNITY, SAFETY AND INSURANCE PROVISIONS:**

13.8.1 **INDEMNITY:** To the fullest extent permitted by Florida law, the Firm 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 Firm 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 Firm nor any of its Sub-Contractors, 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.

**13.8.2 PROTECTION OF PERSONS AND PROPERTY:**

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

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

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

13.8.3.1 **WORKERS' COMPENSATION:** As required by law:

STATE.....	Statutory
APPLICABLE FEDERAL.....	Statutory
EMPLOYER'S LIABILITY.....	Minimum: \$100,000 each accident
\$100,000 by employee	
\$500,000 policy limit	

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

13.8.3.2 **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.

**COVERAGE AS FOLLOWS:**

EACH OCCURRENCE.....	\$1,000,000
GENERAL AGGREGATE.....	\$2,000,000
PERSONAL/ADVERTISING INJURY.....	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE....	\$2,000,000

Per Project Aggregate (if applicable)

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

FIRE DAMAGE (Any one (1) fire).....	\$50,000
MEDICAL EXPENSE (Any one (1) person).....	\$5,000

- 13.8.3.3 **ADDITIONAL INSURED:** Firm 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.

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

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

**COVERAGE AS FOLLOWS:**

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person).....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

- 13.8.3.6 ☐ **Not-Required** \_\_\_\_\_ (initials)

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

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

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

- 13.8.3.7 ☐ **Not-Required** \_\_\_\_\_ (initials)

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

**BUILDERS RISK INSURANCE:** Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the Work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation. The insurance required herein must be on an all



risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Firm must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

- 13.8.3.7.1 Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 13.8.3.7.2 Date on which final payment of this Contract has been made by County to Firm; or
- 13.8.3.7.3 Date on which the insurable interests in the property of all insured other the County have ceased.
- 13.8.3.7.4 Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

13.8.3.8 **[X] Not-Required \_\_\_\_\_ (initials)**

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

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

13.8.3.9 **[X] Not-Required \_\_\_\_\_ (initials)**

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

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

13.8.3.10 **SUB-CONTRACTORS (if applicable):** All Sub-Contractors hired by said Firm 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 Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

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

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

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



Hernando County Board of County Commissioners  
ATTN: Human Resources/Risk Department  
15470 Flight Path Drive  
Brooksville, FL 34604

- 13.8.3.12.2 Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Firm.
- 13.8.3.12.3 The term "County" or "Hernando County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
- 13.8.3.12.4 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- 13.8.3.13 The Firm shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- 13.8.3.14 Offerors 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.
- 13.8.3.15 Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided shall not be construed as a waiver of the Firm's obligation to maintain such insurance.
- 13.9 **MAINTENANCE OF RECORDS:** The Offeror will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Offeror for a minimum of five (5) years from the date of final payment on this Contract resulting from the RFP. 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 Offeror as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes (Current Edition), Firm shall comply with the Florida Public Records' laws and shall:
- 13.9.1 Keep and maintain records required by the public agency to perform the service.
- 13.9.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 13.9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
- 13.9.4 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.

- 13.9.5 Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

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

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

- 13.10 **SHORTLISTS, PROTESTS AND LOBBYING:** The recommended short list of firms will be posted for review by interested parties at the Purchasing and Contracts Department following Board approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site:  
<https://www.hernandocounty.us/home/showdocument?id=2571>

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

- 13.11.1 All Vendors/Consultants or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Offeror. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.

- 13.11.2 Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this Project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this Project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this Project.

- 13.12 **E-VERIFY:**

- 13.12.1 Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your SOQ, Firm represents and warrants (a) that the Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws

related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Firm employees are legally eligible to work in the United States, and (c) that the Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

- 13.12.2 A mere allegation of Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- 13.12.3 Legitimate claims of the Firm's use of unauthorized workers must be reported to both of the following agencies:
- 13.12.3.1 The County's Purchasing and Contracts Department at (352) 754-4020: and
  - 13.12.3.2 ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- 13.12.4 In the event it is discovered that the Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Firm cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Firm from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- 13.12.5 Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
- 13.12.5.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
  - 13.12.5.2 Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
  - 13.12.5.3 Establish a written hiring and employment eligibility verification policy.
  - 13.12.5.4 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
  - 13.12.5.5 Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
  - 13.12.5.6 Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
  - 13.12.5.7 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
  - 13.12.5.8 Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
  - 13.12.5.9 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

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

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

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

13.13 **LOCAL PREFERENCE:** Not applicable.

13.14 **SHORTLISTING OF FIRMS:** It is incumbent on Firms to contact the Purchasing Department to determine the successful Firms. This Request for Qualifications is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

13.15 **RESPONSIVENESS OF THE SOQ AND DISQUALIFICATION:**

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

13.15.2 A SOQ 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 SOQ based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.

13.15.3 Other conditions, which shall cause rejection of the SOQ, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Offeror) more than one SOQ, (2) evidence of collusion among Offerors, (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 Offeror has a financial interest in another firm who is submitting a SOQ, or (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services.

13.15.4 County may conduct such investigations as County deems necessary to assist in the evaluation of any SOQ and to establish the responsibility, qualifications and financial ability of the Offeror and their proposed Sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of SOQs from all Offerors. Failure to provide requested information may result in rejection of the SOQ.

13.16 **LIST OF FIRMS:** A list of Firms will be posted on [www.bidnetdirect.com](http://www.bidnetdirect.com) within two (2) business days after the Public Opening date. The list of Offerors can also be obtained by contacting the Contact Person. **The County will not provide a list of Offerors by telephone.**

13.17 **EXAMINATION OF STATEMENTS OF QUALIFICATIONS:**

13.17.1 It is the responsibility of each Offeror before submitting a SOQ 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 Offeror'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 SOQ.

- 13.17.2 Before submitting a SOQ, it shall be the Offeror's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Qualifications which the Offeror deems necessary to develop their SOQ for performing the Services in accordance with the terms and conditions noted herein.
- 13.17.3 The submission of a SOQ in response to this Request for Qualifications shall be considered as a representation that the Offeror; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Qualifications, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Qualifications. The contents of the Offeror's SOQ shall become a Contractual obligation if the Offeror is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.
- 13.18 **ADDENDA:** Any Addenda issued in relation to this Request for Qualifications will be transmitted by way of posting such on the [www.bidnetdirect.com](http://www.bidnetdirect.com). **It is the Offeror's responsibility to be aware of any Addenda that might have bearing on their SOQ before their SOQ is due.** The Offeror will acknowledge receipt of any and all such Addenda on Attachment 10. In the event an Offeror fails to acknowledge receipt of such Addenda, their SOQ will be construed as though they have received such Addenda, and the submission of a SOQ will constitute acknowledgement of the receipt of same. All Addenda will become a part of the SOQ Documents and Offeror will be bound by such, whether or not received by Offeror.
- 13.19 **MODIFICATION/ WITHDRAW OF SOQ:**
- 13.19.1 Offerors have the right to modify or withdraw their SOQ without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
- 13.19.2 Modified or withdrawn SOQs may be resubmitted, in accordance with the instructions in this Request for Qualifications prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original SOQ.
- 13.19.3 No SOQ shall be modified or withdrawn by the Offeror after the SOQ Due Date.
- 13.20 **LESS THAN THREE (3) SOQs RECEIVED:** If less than three (3) SOQs are received, the County may evaluate and rank the SOQs submitted, reject the SOQs received and/or re-solicit the Services.
- 13.21 **REVIEW OF FIRM'S FACILITIES AND QUALIFICATIONS:** After the Request for Qualifications due date and prior to ranking of the RFP, the County reserves the right to perform or have performed an on-site review of the Firm's facilities and qualifications, as well as documentation provided in their SOQ. This review will serve to verify data and representations submitted by the Offeror and may be used to determine whether the Offeror is qualified and experienced and has the resources to perform the Services outlined in the Request for Qualifications. The review may also serve to verify whether the Offeror has adequate financial capability to meet the County's requirements. Should the County determine that the SOQs, or subsequent documentation submitted by the Offeror, has material misrepresentations or that the size or nature or any Firm's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Firm's ability to perform the Services, the County has the right to reject their SOQ and not make an award.
- 13.22 **FINANCIAL STRENGTH:** Prior to ranking of the RFP, the County reserves the right to request financial information from the Firm to assist the County in further review of that Offeror's capabilities. Financial information provided shall be for the current and previous two (2) years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.
- 13.23 **CLARIFICATIONS:** Before ranking of the RFP, the County reserves the right to seek clarification from the Offeror with whom County is contemplating award to properly evaluate their SOQ. Failure to provide requested information may result in not making such award to the Offeror.



**13.24 PUBLIC RECORDS ACT:**

- 13.24.1 Offerors should make themselves familiar with Chapter 119.071 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.
- 13.24.2 Florida law generously defines what constitutes a public record and, under Chapter 119 of the Florida Statutes (Current Edition), all Proposals are to be made available by County for viewing by the general public. If a Offeror believes that their Proposal contains information that should not be a public record, the Offeror 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.
- 13.24.3 Any documents given to the Successful Offeror as part of performing the Services covered under this Request for Qualifications shall not be sold or distributed to third parties without the written consent of County. The Successful Offeror will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Offeror in conjunction with the Services, unless exempt from Section 24(a) (Current Edition) of Article I of the Florida Constitution and Section 119.07(1) (Current Edition) of the Florida Statutes, shall be made available for public access. Should the Successful Offeror refuse to allow such access, County has the unilateral right to cancel the Award.
- 13.24.4 Offerors should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

**13.25 JOINT VENTURES:**

- 13.25.1 Two (2) or more firms may submit a SOQ under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a SOQ. That is, the traits of individual firms shall be blended in arriving at an overall SOQ evaluation score and oral interview score for the joint venture.
- 13.25.2 A firm who submits a SOQ under a joint venture arrangement may satisfy the technical certification requirements outlined in this Request for Qualifications as the prime Offeror through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:
- 13.25.2.1 The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a SOQ.
- 13.25.2.2 Each individual Firm comprising of the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a SOQ.
- 13.25.3 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 Qualifications.

- 13.26 **SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition):** Offeror must certify that the company is not participating in a boycott of Israel. Offeror must also certify that Offeror 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. Offeror 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 Offeror of the County's determination concerning the false certification. The Offeror 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 Offeror 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 Offeror does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

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**SECTION IV REQUIRED FORMS**

**ATTACHMENT 1**

**STATEMENT OF NO SUBMITTAL**

If you do not intend to submit a Statement of Qualifications, please return this form immediately to:

**Hernando County  
Purchasing and Contracts Department  
15470 Flight Path Drive  
Brooksville, FL 34604**

We, the undersigned, have declined to submit a SOQ on: RFQ No. 21-R00076/PH – DESIGN-BUILD OF LOCKHART WATER TREATMENT PLANT EXPANSION PROJECT.

Reason:

- ☐ Specifications too tight, geared toward one brand or manufacturer (explain below)
- ☐ Insufficient time to respond.
- ☐ Specifications unclear (explain below)
- ☐ We do not offer this product/services.
- ☐ Our present schedule does not permit us to perform.
- ☐ Unable to meet specifications or provide services.

Remarks:

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We understand that if this Statement of No Proposal is not executed and returned, our name may be deleted from the list of qualified Offerors.

COMPANY NAME:

ADDRESS:

PHONE:

SIGNATURE:

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**SECTION IV REQUIRED FORMS****ATTACHMENT 2****FIRM'S CERTIFICATION**

I have carefully examined the Request for Qualifications (RFQ/SOQ), all attachments and exhibits, and any other documents accompanying or made a part of this invitation.

I agree that my SOQ 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 submittals. Furthermore, I agree to abide by all conditions of the RFQ.

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

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

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

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

**NO EXCEPTIONS ALLOWED AFTER THE RFQ IS SUBMITTED:**

Please check one:

- ☐ I take NO exceptions.  
☐ Exceptions:

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(If more space is needed, please indicate exceptions here and attach additional pages as needed)

\_\_\_\_\_  
 Name & Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

***This document must be completed and returned with your Submittal***

**SECTION IV REQUIRED FORMS****ATTACHMENT 3****DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087 (Current Edition), hereby certify that,  
(print or type name of firm) \_\_\_\_\_

- 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 contract 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 or 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".

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

***This document must be completed and returned with your Submittal***

**SECTION IV REQUIRED FORMS****ATTACHMENT 4****AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES**

\_\_\_\_\_, \* being first duly sworn, deposes and says that he (it) is the Offeror in the above RFQ, that the only person or persons interested in said RFQ are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Offeror is interested in said RFQ; and that affiant makes the above SOQ with no past or present collusion with any other person, firm or corporation.

\_\_\_\_\_  
Affiant

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

***This document must be completed and returned with your Submittal***

**SECTION IV REQUIRED FORMS****ATTACHMENT 5****SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), (CURRENT EDITION) FLORIDA STATUTES, IN PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to

County of Hernando

by

[print individual's name and title]

for

[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g) (Current Edition), 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.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b) (Current Edition), 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.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a) (Current Edition), 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 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 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.
5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e) (Current Edition), 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]
 

☐ 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 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 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 Firm list [attach a copy of the final order].

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.**

\_\_\_\_\_  
[signature] [date]

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority

\_\_\_\_\_ who, after first being sworn by me, affixed his signature in the space

[Name of Individual Signing]

provided above on this \_\_\_\_\_ day of \_\_\_\_\_ .

**NOTARY PUBLIC**

**My commission expires:** \_\_\_\_\_

***This document must be completed and returned with your Submittal***

**SECTION IV REQUIRED FORMS****ATTACHMENT 6****FIRM INFORMATION**

Your SOQ may be disqualified if the following Firm information is not returned with your SOQ.

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

Firm is:

( ) Corporation

( ) Partnership

( ) Sole Proprietorship

( ) Other \_\_\_\_\_ (Explain)

Federal Employer Identification

Number or Social Security Number: \_\_\_\_\_

Do you collect Florida State Sales Tax? ( ) Yes ( ) No

**AUTHORIZED SIGNATURES/NEGOTIATORS**

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

Name _____	Title _____	Phone No. _____
Name _____	Title _____	Phone No. _____
Name _____	Title _____	Phone No. _____

Commodity or Service Supply: \_\_\_\_\_

---

If Firm is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the Firm, so indicate.

If remittance address is different from the mailing address so indicate below.

Submitted by (SIGNATURE): \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

***This document must be completed and returned with your Submittal***

**SECTION IV REQUIRED FORMS****ATTACHMENT 7****HERNANDO COUNTY E-VERIFY CERTIFICATION**

RFQ No: \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_

Firm acknowledges and agrees to the following:

Firm 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:

1. All persons employed by the Firm during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the Firm to perform work pursuant to the Contract with the Department.

Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***This document must be completed and returned with your Submittal***

**SECTION IV REQUIRED FORMS****ATTACHMENT 8****VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Firm Name: _____
Firm FEIN: _____
Firm's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

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

As the person authorized to sign on behalf of Firm, I hereby certify that the company identified above in the section entitled "Firm Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott Israel list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: _____
who is authorized to sign on behalf of the above-reference Firm.
Print Name and Title: _____
Date: _____

**SECTION IV REQUIRED FORMS****ATTACHMENT 9****VENDOR REGISTRATION****HERNANDO COUNTY, FL**

To be completed by vendor:

Vendor type:

- ☐ Corporation  
☐ Partnership  
☐ Sole Proprietorship  
☐ Other \_\_\_\_\_ (Explain)

Federal Employer Identification

Number or Social Security Number: \_\_\_\_\_

Please attach your completed W-9 Form

**PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.**

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Web Address: \_\_\_\_\_ EMail: \_\_\_\_\_

Commodity or Service Supply: \_\_\_\_\_

If remittance address is different from the mailing address so indicate below.

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

An ACH electronic payment method is offered as an alternative to a payment by physical check.

- ☐ Please check this box if you accept the ACH electronic payment method.  
(Recommended and Preferred)

Signature: \_\_\_\_\_

Name &amp; Title Printed: \_\_\_\_\_

**SECTION IV REQUIRED FORMS****ATTACHMENT 10****ADDENDUM ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications (indicate number and date of each):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY SOQ.**

**VENDOR SURVEY**

Please provide information on where you received the knowledge of the Request for Qualifications (mark all that apply):

☐ **BIDNET DIRECT**

☐ **NEWSPAPER**

☐ **PURCHASING AND CONTRACTS ADVERTISEMENT BOARD**

☐ **REFERRED BY: \_\_\_\_\_**

☐ **OTHER (PLEASE SPECIFY): \_\_\_\_\_**

---

Signature

Date

***This document must be completed and returned with your Submittal***



**ATTACHMENT 11**

**HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

\_\_\_\_\_  
(date)

Hernando County  
Purchasing and Contracts  
1653 Blaise Drive  
Brooksville, FL 34601

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No ☐ Yes ☐

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?  
No ☐ Yes ☐

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

**Relatives and Former Hernando County Employees – Roles and Signatures**

<b>Part A: Employees that left Hernando County in the last two years.</b>			
<b>Employee Name/Signature</b>	<b>Job Performed for Hernando County</b>	<b>Current Role with Business Entity</b>	<b>Date Left Hernando County</b>
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.</b>			
<b>Firm Officer, Partner, Director, Proprietor, Associate or Member Name</b>	<b>Name and Relationship of Relative or Member of Household Employed at Hernando County</b>	<b>Role at Hernando County</b>	<b>Hernando County employee's Role with this Procurement</b>

(Make copies of this form as needed to list additional employees.)



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# DBIA Standard Form of Request for Qualifications



## Design-Build Institute of America - Contract Documents

### LICENSE AGREEMENT

**By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.**

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



## Standard Form of Request for Qualifications

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification. The RFQ and RFP should be modified to meet the Owner's and the Project's needs. The provisions below should be considered suggested content. For information regarding the Owner's considerations in drafting their procurement documents, see the accompanying DBIA RFQ/RFP Guide.*

---

This **REQUEST FOR QUALIFICATIONS** ("RFQ") from the Owner named below invites the submittal of a Statement of Qualifications ("SOQ") from firms interested in providing design-build services for the Project described below. By submitting an SOQ, the Offeror represents that it has carefully read the terms and conditions of this RFQ and all attachments and Addenda and agrees to be bound by them. This RFQ is not an offer to enter into a contract, but merely a solicitation of persons interested in submitting SOQ to the Owner for the Project.

**OWNER:**

*Hernando County Utilities Department  
15365 Cortez Blvd  
Brooksville, FL 34613*

**PROJECT:**

*Design-Build of Lockhart WTP Expansion Project  
5427 Lockhart Rd.,  
Brooksville, FL 34602*

**OWNER CONTACT PERSON:**

*Offerors shall submit the SOQ to  
Patty Hall, CPPB  
15470 Flight Path Drive  
Brooksville, FL 34604*

**SOQ DUE DATE AND TIME**

Offeror's SOQ shall be submitted no later than:

*The Hernando County Board of County Commissioners, Hernando County, Florida, invites interested parties to submit Proposals no later than 3:00 PM, August 18, 2021 for DESIGN-BUILD OF LOCKHART WTP EXPANSION PROJECT to the Board of County Commissioners.*

A one-time, NON-MANDATORY PRE-SUBMISSION MEETING will be held at 9:00 AM LOCAL TIME, on Thursday, July 15, 2021 at 15365 Cortez Blvd., Brooksville, FL 34613 for the purpose of providing information relative to the selection of a Consultant/Firm and any factual data pertaining to: DESIGN-BUILD OF LOCKHART WTP EXPANSION PROJECT.

All SOQs must be submitted pursuant to the instructions below. It is the Offeror's sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the Due Date and Time. Owner has the right to reject any SOQs not properly delivered.



## **SECTION 1: OWNER DESCRIPTION**

### **1.1 General**

*Qualified firms desiring consideration shall submit one (1) original and four (4) copies of the Qualification packages, clearly marked "Sealed Proposals for " RFQ No. 21-R00076/PH - Design-Build of Lockhart WTP Expansion Project" to Hernando County Purchasing and Contracts Department, 15470 Flight Path Drive, Brooksville, Florida 34604, on or before the time stipulated above. Qualifications shall be plainly marked on the outside of a sealed envelope/container with: Firm's name and address, and Qualification Name and Qualification Number.*

*The Board of County Commissioners will not be responsible in the event the U.S. Postal Service or any other courier system fail to deliver any Proposal by the deadline stated above.*

*ExParte Communication: Please note that to insure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.*

*All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.*

*Purchasing and Contracts Division will post addenda on Bid Net at [www.floridabidsystem.com](http://www.floridabidsystem.com) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective bidders to visit the Bid Net at [www.floridabidsystem.com](http://www.floridabidsystem.com) to insure that they are aware of all addenda issued relative to this solicitation.*

*The Hernando County Board of County Commissioners will select and Contract with the most qualified firm responding to this solicitation and County Policy.*

### **1.2 Funding/Authority**

*Pursuant to fs 119.071 (2011 ), 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.*

### **1.3 Procurement Website**

*Interested firms may secure the qualification documents and all other pertinent information by visiting the website of Bid Net at [www.floridabidsystem.com](http://www.floridabidsystem.com). For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at [www.hernandocounty.us](http://www.hernandocounty.us), or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at 352-540-6626.*

## **SECTION 2: OVERVIEW OF PROJECT**

### **2.1 General**

*Hernando County (County) is moving towards developing larger, regional water treatment facilities to meet the needs of new developments throughout the County. One of these new developments is being built near the Lockhart Water Treatment Plant (WTP). It is the County's intent to expand the Lockhart WTP into a regional facility to meet future growth needs.*

Currently, the Lockhart WTP does not meet anticipated Fire Flow Demands south of the facility where a new planned community is scheduled to be developed. This development location has a higher elevation than what the existing well pump was reportedly designed for and reportedly creates a pressure differential within the existing system between the north and south service areas. For this reason, a new High Service Pump Station (HSP) is required to meet the south distribution demands along with a Pressure Sustaining Valve (PSV) to be installed on the north distribution to maintain proper system pressures in the south service area. The two (2) onsite wells (only one currently in service) will pump to a new 2-million gallon (MG) pre-stressed concrete Ground Storage Tank (GST) to supply flow to the HSP. It will be important to note that the proposed site layout shall include plans for a future, second 2-MG GST.

## 2.2 **Project Objectives**

This Request for Qualifications (RFQ) has been issued to obtain qualified design-build teams for the final design and construction of improvements to the Lockhart WTP as described in the project description and scope of work below to meet the necessary system demands and pressures required for future County developments.

## 2.3 **Scope of Work**

The anticipated scope of work generally includes the design and construction of, but is not necessarily limited to:

- Subsurface utility engineering
- Geotechnical engineering and testing
- Surveying
- 2 MG pre-stressed concrete GST
- New HSP
- New onsite power generator with whole-plant capacity
- New Sodium Hypochlorite Injection, Mixing, Instrumentation and Controls
- New Sodium Hypochlorite Storage Tank
- New Pressure Sustaining Valve
- New Canopy Structure for HSP and Chemical Feed/Storage System
- Electrical, safety, flood resiliency, structural rehabilitation, minor equipment and appurtenances improvements, generally in the existing Well #1 structure
- Permitting

The Well #2 Design (Coastal Engineering), Existing Well Information, Permits, Existing Survey, Water Quality Data, and Existing Hydropneumatic Tank Drawings are available for a general reference for interested offerors at: <ftp://01171DCP:ACCESS@ftp.mckimcreed.com>. Interested proposers should contact the County at 352-540-6626 or [phall@hernandocounty.us](mailto:phall@hernandocounty.us) for Username and Password information.

It is important to note that some of the work reflected on the design documents have already been completed or is currently under construction. A more definitive scope of work description will be provided in the Design Criteria Package (DCP) that will be included with the Step 2 – RFP.

## 2.4 **Estimated Budget**

The estimated budget for the Scope of Work referenced in Section 2.3 and as further set forth in Attachment A is currently \$4,000,000.

## 2.5 **Project Procurement Schedule**

The following is the tentative Project Procurement Schedule. The Owner reserves the right to modify the Project Procurement Schedule.

Date	Activity
July 7, 2021	Issue RFQ
July 15, 2021 @ 9:00 a.m.	Project Information Meeting
July 28, 2021 @ 3:00 p.m.	Last Date to Submit Questions Regarding the RFQ

August 18, 2021 at 3:00 PM	SOQ Due Date
Week of September 13, 2021	Notification of Short-Listed Offerors
TBD	Issue RFP
TBD	Mandatory Site Walk Through for Short-Listed Offerors
TBD	Last Date to Submit Proposed Changes to Contract or Alternative Technical Concepts
TBD	Last Date to Issue Owner Addenda
TBD	Proposal Due Date
TBD	Interviews with Short Listed Offerors (if required)
TBD	Notification of Preferred Offeror

## 2.6 Definitions

- 2.6.1 Business Day:** any day on which the Owner is open for regularly conducted business.
- 2.6.2 Design-Builder:** The entity with the prime design-build contract with the Owner.
- 2.6.3 Design-Build Team:** All entities listed by the Design-Builder as providing services or construction on the Project. The Design-Builder is not required to list all members of the Design-Build Team in the SOQ. Members of the Design-Build Team may also be referred to as "Team Members."
- 2.6.4 Design Excellence:** Design Excellence is achieved with memorable design solutions that exceed the Owner's vision and defined functional requirements; include state of the art structures and facilities that are high performance and sustainable; and possess a holistic awareness that considers context, site, and the environment.
- 2.6.5 Key Team Member:** Individuals who will be assigned to the Project who play an important role in the design, construction, or management of the Project.
- 2.6.6 Procurement:** The Owner's process for selecting a Design-Build Team for this Project.
- 2.6.7 Procurement Documents:** All documents issued by the Owner in connection with the Procurement or Project.
- 2.6.8 Projects of Similar Scope and Complexity:** Projects that had completion dates within the last five (5) years and that have many or all of the following characteristics:
- Provide information on the five (5) projects completed by the Proposer that best represent projects of similar size, scope and complexity of this project using the form provided in Attachment B. Proposer may include up to two (2) additional pages for each project to illustrate aspects of the completed project that provide the selection committee information to assess the experience of the Proposer on relevant project work. Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design;
  - Projects where the Design-Builder was selected prior to the establishment of the final price and schedule and where the Design-Builder collaborated with the Owner to develop the final price and schedule; and/or
- 2.6.9 RFP:** The Owner's Request for Proposals, which will be issued to those Short Listed Offerors who are selected to proceed to the next phase of this Procurement.

## SECTION 3: PROCUREMENT PROCESS

### 3.1 General Information

#### 3.1.1 Compliance with Legal Requirements

This Procurement will be in accordance with [\*the Competitive Consultants Negotiation Act, Section 287.055, Florida Statutes \(Current Edition\)\*](#) and all applicable federal, state, and local laws, and Owner policies and procedures.

### 3.1.2 Conflict of Interest and Communications with the Owner

- a. Consultants who assisted the Owner in the RFQ/RFP preparations may not propose or participate on any Design-Build Team on this Project, including but not limited to, McKim & Creed, Inc.
- b. Offerors are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Communication with the Owner regarding this Project shall be via email or regular mail only and directed to the following Owner's Representative: Do not communicate about the Project or the Procurement with any other Owner employees, representatives, or consultants. Communication with other Owner employees, representatives, or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Offeror or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Offerors may be the cause for Owner to disqualify the Offeror team from submitting an SOQ or Proposal, to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Offeror or Team Member.
- c. Following the Owner's approval of the Short-Listed Offerors, the Owner anticipates that certain communications and contacts will be permitted. The RFQ, RFP and/or other written communications from Owner will set forth the rules and parameters of such permitted contacts and communications. To the extent any Offeror intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the substance thereof must be approved in writing by the Owner prior to the commencement of such activities.

### 3.1.3 Expenses of Offeror

The Owner accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Offeror that enters into the Procurement process shall prepare the required materials, the SOQ, and the Proposal at its own expense and with the express understanding that the Offeror cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all Proposals.

### 3.1.4 Public Disclosure

All documentation and submittals provided to the Owner may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the Owner will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.

Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the SOQ or Proposal. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the Owner under the applicable public records act. The Owner will endeavor to provide at least two (2) Business Days' notice of a public records request for material submitted pursuant to this Procurement. Offerors must respond to the notice in writing with any objection to the production of the documents within two (2) Business Days of receipt of the notice. All costs incurred by Offerors associated with any public records request are the responsibility of the Offerors.

### 3.1.5 Protest Procedures

The protest procedures applicable to the Procurement are set forth in Attachment B to this RFQ.

In addition to Attachment B, the following protest procedures will apply:

- a. All Protests will be directed to:

*Chief Procurement Officer. Additional information relative to lobbying and protests can be found at the following site:*

<https://www.hernandocounty.us/home/showpublisheddocument/6585/637406237627670000>

- b. Any Protest based on the form or content of the Procurement documents, which is or should have

been apparent prior to the date established for submittal of the SOQ or Proposal, will not be considered if received by the person set forth above later than ten (10) calendar days prior to the specified submittal date.

- c. Protests based on any other circumstances must be received by the person noted above within five (5) business days from the date the Offeror or Short-Listed Offeror was notified of any selection decision; however, in no event will a protest be considered if all SOQ or Proposals are rejected or if the Protest is received after award of the Contract.
- d. To be considered, a Protest shall be in writing and shall include: (1) the name, street address, and email address of the aggrieved party; (2) the name of the Project for which the Protest is submitted; (3) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.
- e. In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document received after the close of regular business hours (8:00 a.m. to 5:00 p.m.) shall be deemed received the following Business Day.
- f. By submitting an SOQ and/or Proposal in response to this Procurement, the Offeror acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting an SOQ and/or Proposal.

### **3.1.6 Identification of Projects**

For each Project identified in the SOQ, provide the following information. The information required in this section can either be provided in a separate section of the SOQ, in the narrative for each of the evaluative criteria in Section 5.3, or the Offeror can provide a separate table for the identified Projects. The identification of Projects will not be evaluated separately. Rather, the Projects will be evaluated in the context of the criteria set forth in Section 5.3.

- a. Name of Project;
- b. Owner/Customer;
- c. Location of Project (include address);
- d. Description of the delivery method and integration of design and construction, identifying the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor, or other;
- e. Project description and applicability and relevance of the referenced Project to the evaluation criteria for this Project;
- f. Name of each Key Team Member who is proposed for this Project who played a significant role on the Project example, including a description of their Project responsibilities and functions;
- g. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
- h. The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates; and
- i. Project contact of the owner or customer (current address, e-mail, and phone number) who can verify the characteristics of the submitted Project example.

## **3.2 Owner Rights and Procurement Conditions**

**3.2.1** The Owner reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process:

- a. To cancel the Procurement process and reject any and all SOQs and/or Proposals;
- b. To waive any informality or irregularity;
- c. To revise the Procurement Documents and Schedule via an Addendum;
- d. To reject any Offeror that submits an incomplete or inadequate response or is not responsive to



the requirements of this RFQ;

- e. To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ or a subsequent RFP;
- f. To provide clarifications or conduct discussions, at any time, with one or more Offerors;
- g. To contact references who are not listed in the Offeror's SOQs and investigate statements on the SOQs and/or qualification of the Offeror and any firms or individuals identified in the SOQ;
- h. To consider Alternative Technical Concepts and/or approaches identified by Offerors;
- i. To take any action affecting the RFQ process, the RFP process, or the Project that is determined to be in the Owner's best interests; and
- j. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Key Team Members from those identified in the SOQ or Proposal. Such approval or disapproval shall not be unreasonably exercised.

### **3.3 Outline of the Procurement Process**

#### **3.3.1 Request for Qualifications (RFQ).**

- a. This RFQ invites firms to submit SOQs describing in detail their technical, management, and financial qualifications to design, permit, construct, commission, and close out the Project. The issuance of this RFQ is the first phase of the Procurement process.
- b. Offerors will submit their SOQ and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFQ and any Addenda. The Owner will not consider SOQ or other deliverables that are submitted after the Time set forth in the RFQ. Offerors are solely responsible for making sure that the Owner receives the SOQ in a timely fashion.
- c. The Owner will evaluate the information submitted by each Offeror to 1) determine whether the Offeror meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Offeror pursuant to the evaluation system described below. Any Offeror who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the Owner in this Procurement.
- d. All SOQ will be evaluated in accordance solely with the criteria established in the RFQ and any Addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.
- e. Not more than three responsive and responsible firms will be selected as Short-Listed Offerors. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.
- f. The results of the SOQ evaluations *will not* be carried forward and included in the final evaluation and selection.
- g. Design-Build Team Members and individual Key Team Members will be used as a basis for selection. Once shortlisted, neither the Offeror nor Team Members that are submitted to the Owner as part of the SOQ or Proposal may substitute a listed consultant, subconsultant or subcontractor, or any individual listed as a Key Team Member; however, a change to any submitted Team Member or Key Team Member will result in re-evaluation and may result in a change to the evaluation and ranking of the Offeror.

#### **3.3.2 Request for Proposal (RFP), Confidential Individual Meetings & Selection Process**

- a. The Owner will issue the RFP to the Short-Listed Offerors. The RFP will further explain the evaluation criteria, Proprietary Meetings, and other elements of the RFP process.
- b. Prior to the submission date for Proposals, written questions will be accepted as defined in the RFP.



- c. The Owner will conduct a *mandatory* Site Walk Through with all Short-Listed Offerors.
- d. A Short-Listed Offeror may submit suggested proposed changes to the Contract provisions or Alternative Technical Concepts no later than the date set forth in the Schedule. The Owner, at its sole discretion, may revise the RFP, the contract provisions, and/or program documents and issue an Addendum to all Short-Listed Offerors.
- e. Short Listed Offerors will submit a Technical Proposal and Price Proposal in accordance with the Procurement schedule.
- f. The Price Proposal will be submitted in a separate *distinctly marked and sealed envelope* from the Technical Proposal.
- g. The Owner will establish an RFP Evaluation Committee to review and evaluate the Technical Proposal. The RFP Evaluation Committee may be the same as the RFQ Evaluation Committee. The RFP Evaluation Committee will evaluate the Proposals in accordance with the published evaluation criteria.
- h. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarifications, and conduct discussions with Offerors on Proposals.
- i. The Owner will provide written notification to all Short-Listed Offerors of the selection decision and make a selection summary available to all Offerors at the conclusion of the Procurement.
- j. By submitting a Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into the contract provided by the Owner subject to the terms set forth in its Proposal.

### 3.3.3 Price Proposal (Step 2)

Short Listed Offerors will submit a Price Proposal pursuant to the instructions set forth in the RFP. For the evaluation and selection of design-build firms during the Step 2 process, a rating system will be utilized by the County's evaluation panel to score and rank each proposal. The scoring criteria for the Step 2 process will be generally as follows:

Criteria	Maximum Points
1. Approach to Project	40 Points
2. Technical Information and Drawings	30 Points
3. Guaranteed Maximum Price	30 Points
TOTAL POSSIBLE POINTS	
100 Points	

### 3.3.4 Evaluation and Ranking of Offerors

In the evaluation and ranking of Offerors, the Owner will consider the qualifications information submitted in the SOQ, as well as the meetings with the Offerors, with respect to the evaluation criteria set forth in the RFQ (Step 1) and RFP (Step 2). The result of the evaluation will be a comparative ranking of Offerors.

For the purpose of selecting and evaluating Offerors in Step 1 of the selection process, the evaluation criteria will be given the following relative weights:

Criteria	Maximum Points
1. Ability of Design-Build Team Personnel	30 Points
2. Experience with Similar Projects	40 Points
3. Location of the Team	10 Points
4. Resource Availability and Ability to Meet Schedule and Budget	20 Points

**3.4 Contract Format**

The Owner will enter into negotiations for the Design-Build Agreement with the Preferred Offeror. The Design-Build Agreement is anticipated to utilize the Design-Build Institute of America Standard Form of Agreement Between the Owner and Design Builder Form Number 530, and the DBIA Standard Form of General Conditions of Contract Between Owner and Design-Builder, Form Number 535, as amended and set forth in the RFP.

**SECTION 4: SOQ DOCUMENTATION REQUIREMENTS****4.1. SOQ Format Requirements**

The SOQs shall comply with the following format requirements:

**4.1.1** SOQs shall be formatted in searchable .pdf format.

**4.1.2** The body of the SOQ shall be organized in accordance with the Evaluation Criteria.

**4.1.3** The body of the SOQ, when printed, shall be limited to a maximum of twenty (20) single-sided pages.

- a. The **only** documentation that is **not** included in the page count is the following:
  - i. Letter of interest or cover letter (1 page);
  - ii. Statement of Offeror's Ability to Provide a Proposal Bond, or Performance and Payment Bond;
  - iii. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements;
  - iv. Corporate Structure Questionnaires;
  - v. Resumes of Key Team Members (1 page each);
  - vi. Divider tabs, provided that they contain no substantive content; and
  - vii. Cover pages, provided that they contain no substantive content.
- b. **SOQs that exceed the page limit may be rejected.** The Owner, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming SOQ submittals to bring each non-conforming SOQ submittal within the page count requirement.
- c. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics. Pages shall be 8.5 x 11 inches, with the exception of drawing pages, which may be presented in 11 x 17-inch format; however, larger pages may only contain graphics and/or designs and may not be used for an Offeror's narrative.
- d. The font shall be no smaller than 10 point.

**4.2 SOQ Organization**

SOQs shall consist of the following parts:

**4.2.1** Letter of Interest

**4.2.2** Minimum Qualifications

- a. Statement of Offeror's Ability to Provide Performance and Payment Bond. (See Section 5.2.1 and Attachment C)
- b. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements. (See Section 5.2.2 and Attachment D)

- c. Statement verifying and documenting that Offer's Experience Modification Rate (EMR) for safety is less than 1. Any Offered submitting with an EMR greater than or equal to 1 will be considered unresponsive. (Attachment D)

#### **4.2.3 Technical & Management Qualifications**

- a. Team Organization and Location
- b. Design-Build Engineering, Permitting, and Design Past Performance and Ability
- c. Design-Build Construction Past Performance and Ability
- d. Design-Build Project Management Past Performance and Ability
- e. Demonstrated History of Successful Projects Similar in Scope and Complexity
- f. Resource Availability and Ability to Meet Schedule and Budget

#### **4.2.4 Corporate Structure Questionnaire(s)**

### **SECTION 5: SOQ EVALUATION CRITERIA AND SUBMITTAL INFORMATION**

#### **5.1 Letter of Interest (No points)**

The SOQ must include a cover letter containing the name, address, telephone number, fax number, and e-mail address of the Offeror and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number, fax number, and e-mail address for all listed consultants, subconsultants and/or subcontractors for the Project; and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The letter of interest may be a maximum of two (2) pages.

#### **5.2 Minimum Qualifications**

##### **5.2.1 Statement of Offeror's Ability to Provide Performance and Payment Bond (Pass/Fail)**

As a **mandatory minimum requirement**, the Offeror must have the ability to obtain a performance and payment bond in the amount of \$TBD. Offeror shall provide a letter signed by an authorized representative of Offeror's surety company (or agent) confirming that the Offeror can meet this minimum requirement. Any Offeror who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the Owner in this Procurement process. The surety shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of A-. Letters indicating "unlimited" bonding capability are not acceptable.

##### **5.2.2 Statement of Offeror's Ability to Meet the Owner's Insurance Requirements. (Pass/Fail)**

As a **mandatory minimum requirement**, the Offeror must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Attachment D). Offeror shall provide a letter from Offeror's insurance company or broker indicating that the Offeror is capable of complying with the insurance requirements specified in Attachment D. Any Offeror who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the Owner in this Procurement. The insurer shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of Am Best Rating or no lower than A-.

#### **5.3 Technical and Management Qualifications**

The SOQ shall demonstrate the Design-Build Team's ability to undertake the Project by providing the following technical and management qualifications of the Offeror, Team Members, and individual Key Team Members. The Offeror is responsible for ensuring that contact information contained in their referenced Project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications.

Emphasis will be placed on past performance and expertise in performing substantive work on projects that are of Similar Scope and Complexity, as described in the definitions above. The Owner reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The Owner also reserves the right to award more points to successful projects in which

the Offeror, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

The SOQ will be evaluated on the following technical and management qualifications:

#### **5.3.1 Team Organization**

- a. Provide an organization chart (showing Team Members, Key Team Members and their firm affiliation) for all phases of the Project from design through final acceptance and warranty and maintenance period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether individuals are performing multiple functions. At a minimum, identify the Key Team Members performing the functions identified below. To the extent that the Design-Builder has additional Key Team Members on their team, the Design-Builder should include those individuals.
  - i. Design-Build Team Manager
  - ii. Design Manager
  - iii. Construction Manager
  - iv. Project Lead Estimator
  - v. Project Lead Construction Superintendent
  - vi. Lead Design Engineer
  - vii. Lead Process Engineer
  - viii. Lead Electrical Engineer
  - ix. Lead Instrumentation and Controls Engineer
  - x. Lead Structural Engineer
  - xi. Safety Officer
- b. Provide a resume for all Key Team Members. Resumes should be no longer than 1 page and should include the following information:
  - i. Description of the individual's proposed Project role;
  - ii. Identification of employer and number of years employed by the firm;
  - iii. Educational background, professional licenses, and/or certifications;
  - iv. Experience relevant to their proposed role on the Project and how their past performance on previous projects will benefit this Project; and
  - v. Based on the information available to the Design-Builder, proposed percentage of time that the Design-Builder intends to assign this individual to the Project.
- c. Describe the corporate structure of the Design-Builder and complete the corporate structure questionnaire for the Design-Builder and all Team Members in the form set forth in Attachment E. If the prime Design-Builder is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Project. Describe the duties of each Joint Venture partner.

#### **5.3.2 Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity**

- a. Describe the Team's past performance in successfully managing design-build (or a similar integrated delivery model) Projects of Similar Scope and Complexity that include management and communications of an integrated team of design consultants, specialty subcontractors, and trade contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b. Describe the Team's past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.

- c. Describe the Team's past performance in developing and/or managing costs within a Guaranteed Maximum Price.
- d. Describe the Team's past performance working together and/or describe the steps the Team has taken to promote integration and a collaborative working environment. The Owner reserves the right to award more points to those teams who have worked together in a collaborative delivery model.

#### **5.3.3 Design-Build Design, Engineering, and Permitting Past Performance**

- a. Describe the Design-Builder's past performance in managing the design process.
- b. Describe the Team's past performance with designing and permitting Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.
- c. Describe the software used by the Team for design services, including a description of the Building Information Modeling system or other specialized software the Team would utilize for this Project.
- d. List all professional registrations and/or certifications that are relevant to the work associated with the Project.
  - i. *DBIA*
  - ii. *PMP*
  - iii. *PE*

#### **5.3.4 Design-Build Construction Past Performance**

- a. Describe the Team's past performance with construction management and construction of Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b. Include in the narrative the Team's approach to the following:
  - i. Sequencing construction activities to maximize efficiency and minimize impact on the Owner;
  - ii. Assessing whether the Design-Builder has achieved performance requirements;
  - iii. Change orders; and
  - iv. Configuration, commissioning, and testing Projects of Similar Scope and Complexity.

#### **5.3.5 Corporate Structure Questionnaire**

Submit a completed Corporate Structure Questionnaire for Design-Builder and each Team Member.

### **SECTION 6: LIST OF ATTACHMENTS**

- A. Scope of Work
- B. Protest Procedures
- C. Proposal, Performance, and Payment Bond Instructions
- D. Insurance Requirements and Instructions
- E. Corporate Structure Questionnaire



## Exhibit A

# Project Scope of Work

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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*[Owners should describe the Scope of Work for the Project in sufficient detail for the Offerors to determine whether they are qualified to perform the Work and to create the best possible team to meet the Owner's objectives. For a discussion regarding how to draft a Scope of Work, see DBIA RFQ/RFP Guide.]*

The anticipated scope of work generally includes the design and construction of, but is not necessarily limited to:

- Subsurface utility engineering
- Geotechnical engineering and testing
- Surveying
- 2 MG pre-stressed concrete GST
- New HSP
- New onsite power generator with whole-plant capacity
- New Sodium Hypochlorite Injection, Mixing, Instrumentation and Controls
- New Sodium Hypochlorite Storage Tank
- New Site-Built Structure for HSP and Chemical Feed/Storage System
- New Trilby Crossing well and associated well piping, electrical, instrumentation and controls, and appurtenances
- New Pipeline from the proposed Trilby Crossing wellhead to the Lockhart WTP proposed GST
- SCADA programming and integration for wellfield and HSP operations
- Electrical, safety, flood resiliency, structural rehabilitation, minor equipment and appurtenances improvements, generally in the existing Well No. 1 structure
- Permitting





## Exhibit B

# Protest Procedures

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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*[Owners should include any protest procedures Offerors need to follow to protest decisions made regarding this procurement. Public Owners should consider any statutory or regulatory requirements in developing the procedures.]*

Protest procedures can be found at:

<https://www.hernandocounty.us/home/showpublisheddocument/6585/637406237627670000>



## Exhibit B

# Proposal, Performance, and Payment Bond Instructions

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

1. Offerors [☒ are ☐ are not] required to provide a Proposal Bond upon being shortlisted for this Procurement. If this box is selected, the following shall apply:
  - a. The Proposal Bond shall be in the amount of \$5,000,000.
  - b. The Proposal Bond shall be in the form attached hereto. [\[See DBIA Form 610.\]](#)
  - c. The Proposal Bond must be submitted within fourteen (14) days of the date that the Offeror is shortlisted for the Project. Failure to timely submit a Proposal Bond will result in the disqualification of Offeror from this procurement. In such a case, and at the Owner's sole option, the Owner may add another Offeror to the shortlist.
2. The selected Design-Builder will be required to provide the following bonds for this Project:  
☐ ☒ Payment Bond in the amount of \$5,000,000.  
☐ ☒ Performance Bond in the amount of \$5,000,000.00.

If either of the boxes above are selected, the following shall apply:

- a. Offerors must submit a statement from their bonding company that the Offeror can meet the bonding requirements set forth above.
- b. The Payment and Performance Bond(s) shall be in the form attached hereto. [\[See DBIA Forms 620 and 625.\]](#)



## Exhibit D

# Insurance Requirements and Instructions

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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1. The Selected Design-Builder will be required to provide insurance as set forth in the attached.  
*[Owners should attach the insurance requirements. See DBIA No. E-INSWD.]*
2. Offerors must provide either:
  - a. A statement from their insurance company that Offerors can meet the insurance requirements set forth above; or
  - b. An ACCORD Insurance Certificate that shows evidence of insurance that meets or exceeds the requirements set forth above.



## Exhibit E

# Corporate Structure Questionnaire

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

1. Offerors shall complete the following information for the Proposed Design-Builder and all proposed Design-Build Team Members:

Legal Name	
Street Address	
Mailing Address	
Point of Contact	
Position	
Email	
Telephone Number	
Fax Number	
Type of Business	
D-U-N-S Number	
Federal Tax Identification Number	
State Contractor's Registration Number (if applicable)	
State Business License Number (if applicable)	

2. If the Proposed Design-Builder is a Joint Venture, Offerors must:
- Submit the above information the Joint Venture as well as for each member of the Joint Venture; and
  - Attach a copy of the Joint Venture Agreement to this form.



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# PROPOSAL BOND FOR DESIGN-BUILD PROJECTS

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## **Document No. 610**

First Edition, 2015

© Design-Build Institute of America

Washington, D.C.



## Design-Build Institute of America – Contract Documents LICENSE AGREEMENT

**By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.**

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased, or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification, or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions, and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



# PROPOSAL BOND FOR DESIGN-BUILD PROJECTS

*This bond form has been endorsed by The National Association of Surety Bond Producers and  
The Surety & Fidelity Association of America*

<b>DESIGN-BUILDER/PRINCIPAL:</b> <i>(Name and address)</i>	<b>SURETY:</b> <i>(Name and address)</i>
<b>OWNER/OBLIGEE:</b> <i>(Name and address)</i>	<b>PROJECT:</b> <i>(Name and location)</i>
<b>BOND DATE:</b>	<b>BOND AMOUNT:</b>

## MODIFICATIONS TO THIS BOND:

*(List modifications to this Bond below. If none, write "None")*

## BOND TERMS AND CONDITIONS

**1 Proposer's Obligations.** If the Owner shall accept the Proposal of the Design-Builder within the time specified in the request for proposals, or within such time period as may be agreed to by the Owner and Design-Builder, the Design-Builder shall:

**1.1** Enter into an agreement with the Owner in accordance with the terms of such Proposal.

**1.2** Provide Owner with such performance and payment bonds required by the request for proposals, with a corporate surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner.

**2 Default of Proposer.** If Design-Builder fails without cause to perform the obligations in Section 1 of this Bond, then Design-Builder shall pay to the Owner the difference, not to exceed the amount of this



Bond, between the amount specified in said Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Proposal.

**2.1** Payment of the Bond Amount is the extent of the Surety's liability to Owner for default under this Bond.

**3 Effectiveness of Bond.** If Design-Builder shall perform the obligations in Sections 1 or 2, then this obligation shall be null and void, otherwise to remain in full force and effect.

**4 Binding Effect.** The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner in the Bond Amount set forth above, as provided herein.

**5 Payment Due, When.** Upon default of Design-Builder under Section 2 of this Bond, payment shall be due and payable to Owner within thirty (30) calendar days of receipt by both the Design-Builder and Surety of written Notice of Default from Owner. The notice shall be given by Owner with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due and the basis for such calculation.

**6 Waiver of Notice.** The Surety waives notice of, and any defenses based on or arising out of, any time extension to issue Notice of Award agreed to in writing by Owner and Design-Builder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed ninety (90) days from the date the Proposal was due. Any further extension of time requires the Surety's written consent.

**7 Dispute Resolution.** No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the Notice of Default required in Section 5 above is received by Design-Builder and Surety and in no case later than one (1) year after Proposal due date.

**7.1** In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any suit or action by the Owner against the Surety to enforce the Surety's obligations under this Bond.

**8 Statutory Compliance.** If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

**9 Beneficiaries.** No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

**10 Notice.** Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered to the address shown on page 1.

*(List any alternate contact information below for notice of any claim on this Bond. If none, then use address on page 1.)*

**11 Authorization.** The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**12 Subcontract Bonds.** If this Bond is issued in connection with a subcontractor's proposal to a Design-Builder, the term Design-Builder in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Design-Builder.

<b>DESIGN-BUILDER (AS PRINCIPAL)</b> Company:	<b>SURETY</b> Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title



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# PERFORMANCE BOND FOR DESIGN-BUILD PROJECTS

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## **Document No. 620**

First Edition, 2015

© Design-Build Institute of America

Washington, D.C.



## Design-Build Institute of America – Contract Documents LICENSE AGREEMENT

**By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.**

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased, or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification, or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions, and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



# PERFORMANCE BOND FOR DESIGN-BUILD PROJECTS

*This bond form has been endorsed by The National Association of Surety Bond Producers and  
The Surety & Fidelity Association of America*

<b>DESIGN-BUILDER/PRINCIPAL:</b> <i>(Name and address)</i>	<b>SURETY:</b> <i>(Name and contact information)</i>
<b>OWNER/OBLIGEE:</b> <i>(Name and address)</i>	<b>PROJECT:</b> <i>(Name and location)</i>
<b>DESIGN-BUILD AGREEMENT:</b>  Dated:  Amount:	<b>BOND DATE:</b> <i>(Not earlier than date of Design-Build Agreement)</i>  <b>BOND AMOUNT:</b>

## MODIFICATIONS TO THIS BOND:

*(List modifications to this Bond below. If none, write "None")*

## BOND TERMS AND CONDITIONS

**1 Binding Effect.** The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Design-Build Agreement, which is incorporated herein by reference.

**2 Intent of Bond.** If the Design-Builder performs its obligations under the Design-Build Agreement, then the Surety's obligations under this Bond are null and void, except to participate in meetings as provided in Section 4.

**3 Waiver of Notice.** The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

**4 Owner's Obligations.** If there is no default in Owner's obligations under the Design-Build Agreement, then the Surety's obligation under this Bond shall arise after the following steps have been taken by Owner, as a condition precedent to a Bond claim:

**4.1** The Owner has first provided written notice to the Design-Builder and Surety at the addresses listed on page 1 of this Bond, that Owner is considering declaring the Design-Builder in default and has requested and attempted to arrange a meeting with the Design-Builder and Surety, to be held not later than fourteen (14) days after receipt of Owner's notice, to discuss methods of performing the Design-Builder's obligations under the Design-Build Agreement. If the Owner, Design-Builder and Surety agree, the Design-Builder shall be allowed a reasonable time to perform its obligations under the Design-Build Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare the Design-Builder in default;

**4.2** The Owner declares the Design-Builder to be in default, terminates the Design-Build Agreement and notifies the Surety in writing; and

**4.3** The Owner has agreed to pay the balance remaining under the Design-Build Agreement (i.e., the total amount payable by the Owner to the Design-Builder thereunder less amounts properly paid by the Owner to the Design-Builder, the "Contract Balance") to:

**.1** The Surety, in accordance with the terms of the Design-Build Agreement; or

**.2** Another design-builder selected pursuant to Section 5.3 to perform the remaining obligations under the Design-Build Agreement.

**5 Surety's Obligations.** When Owner has satisfied the conditions of Section 4, the Surety shall promptly take one of the following actions, at the Surety's expense:

**5.1** Arrange for the Design-Builder to perform and complete the remaining obligations under the Design-Build Agreement, with consent of Owner;

**5.2** Undertake to perform and complete the remaining obligations under the Design-Build Agreement itself, through its agents or through independent contractors;

**5.3** Obtain bids or negotiated proposals from qualified design-builders acceptable to Owner for a contract for performance and completion of the Design-Build Agreement, arrange for a contract to be prepared for execution by Owner and a design-builder selected with Owner's concurrence, to be secured by performance and payment bonds equivalent to those for the Design-Build Agreement, issued by a qualified surety. The Surety shall: a. make available as Work progresses sufficient funds to pay the cost of completion of the Design-Build Agreement; and, b. pay to Owner the amount of damages as described in Section 7;

**5.4** Waive its right to complete the Work under Sections 5.2 or 5.3, and reimburse the Owner the amount of its reasonable costs to complete the Work; or

**5.5** Deny liability, in whole or in part, and notify the Owner in writing, citing reasons therefor.

**6 Owner's Rights.** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and stating that the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, under Section 5.5, the Owner shall be entitled without further notice to enforce any remedy available to it.

**7 Damages Covered.** In any event, the Surety's obligations to the Owner, and the Owner's obligations to the Surety, shall not be greater than those of the Owner and Design-Builder to each other, respectively, under the Design-Build Agreement. Subject to commitment by Owner to payment of the Contract Balance, the Surety is obligated without duplication for:

**7.1** The responsibilities of Design-Builder for correction of defective Work and completion of the Project;

**7.2** Additional legal, design professional and delay costs resulting from Design-Builder's default, and resulting from the actions or failure to act of Surety under Section 5; and

**7.3** Liquidated damages, or if no liquidated damages are specified in the Design-Build Agreement, actual damages caused by delayed performance or non-performance of Design-Builder.

**8 Bond Liability.** If the Surety elects to act under Sections 5.1, 5.3 or 5.4, the Surety's total liability shall not exceed the Bond Amount.

**8.1** The Surety shall not be liable to the Owner or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

**9 Beneficiaries.** No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

**10 Dispute Resolution.** All disputes related to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two (2) years after: a. the Owner declares the Design-Builder in default under Section 4.2; or, b. Substantial Completion of the Project, whichever occurs first. If the provisions of this Section 10 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

**10.1** In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by Owner against Surety to enforce the Surety's obligations under this Bond.

**11 Notice.** Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.

*(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)*

For Claims on this Bond:

*(check appropriate box)*

☐ Use the contact information shown on page 1; or

☐ Use the following alternate contact information:

*(fill in Surety claims administrator contact information below)*

**12 Statutory Compliance.** If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory



**13 Warranty Obligation.** The Surety's obligations to the Owner for warranties of the Design-Builder shall be the same as those required of the Design-Builder under the Design-Build Agreement, subject to the time limitation in Section 10. Unless otherwise stated below, the Surety's obligation for such warranties excludes: a) products, materials or equipment covered by a manufacturer's separate warranty; and b) claims by the Owner first noticed to Surety in writing more than one year after the effective date of such warranty as specified under the Design-Build Agreement.

*(List below any exceptions to the above limitations on Surety's warranty obligation, if any)*

<b>DESIGN-BUILDER (AS PRINCIPAL)</b> Company:	<b>SURETY</b> Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

Signature and Title



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# **PAYMENT BOND FOR DESIGN-BUILD PROJECTS**

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## **Document No. 625**

First Edition, 2015

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Washington, D.C.



## Design-Build Institute of America – Contract Documents LICENSE AGREEMENT

**By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.**

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased, or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification, or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions, and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



# PAYMENT BOND FOR DESIGN-BUILD PROJECTS

*This bond form has been endorsed by The National Association of Surety Bond Producers and  
The Surety & Fidelity Association of America*

<b>DESIGN-BUILDER/PRINCIPAL:</b> <i>(Name and address)</i>	<b>SURETY:</b> <i>(Name and address)</i>
<b>OWNER/OBLIGEE:</b> <i>(Name and address)</i>	<b>PROJECT:</b> <i>(Name and location)</i>
<b>DESIGN-BUILD AGREEMENT:</b>  Dated:  Amount:	<b>BOND DATE:</b> <i>(Not earlier than date of Design-Build Agreement)</i>  <b>BOND AMOUNT:</b>

## MODIFICATIONS TO THIS BOND:

*(List modifications to this Bond below. If none, write "None")*

## BOND TERMS AND CONDITIONS

**1 Binding Effect.** The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay for labor, services, materials and equipment furnished by Claimants for use in the performance of the Design-Build Agreement, which is incorporated herein by reference.

**2 Intent of Bond.** If the Design-Builder promptly makes payment of all sums for all labor, services, materials, and equipment furnished for use in the performance of the Design-Build Agreement, then the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect.

**3 Notice of Claim.** Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant provided or performed the last of the work, services or labor, or furnished the last of the materials or equipment for which said claim is made, may have a right of action on this Bond.

**3.1** Claimants shall provide written notice to the Surety and send a copy, or notice thereof, to Owner and Design-Builder, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, and the last date such work, services or labor were performed, or the last materials or equipment were furnished in furtherance of the Design-Build Agreement.

**3.2** If Claimant does not have a direct contract with Design-Builder, the notice shall identify the person or entity with whom Claimant contracted and who has not made payment to Claimant.

**4 Surety's Obligations.** When a Claimant has satisfied the conditions of Section 3, the Surety shall promptly take the following actions at the Surety's expense:

**4.1** Send an answer to that Claimant, with a copy to the Owner and Design-Builder, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any disputed portions or amounts.

**4.2** Pay or arrange for payment of any undisputed amounts.

**5 Bond Liability.** The Surety's total obligation shall not exceed the Bond Amount, plus the amount of reasonable attorney's fees provided for herein.

**5.1** If the Surety fails to discharge its obligations under Sections 4.1 or 4.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to successfully recover any sums found to be due and owing to the Claimant. If Claimant does not recover the entire amount claimed in its notice under Section 3, then such attorney's fees shall be reduced in proportion to the amount actually recovered.

**5.2** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

**6 Waiver of Notice.** The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

**7 Dispute Resolution.** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the Project is located. Such suit or action must be filed within one (1) year from the date: a) on which the Claimant sent a claim to the Surety pursuant to Section 3.1; or, b) on which the Claimant last performed labor or services or furnished materials or equipment on the Project, whichever occurs first. If the provisions of this Section 7 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the

Project is located shall be applicable.

**7.1** In the event of bankruptcy of the Design-Build, the Surety agrees that the Design-Build is not a necessary or indispensable party to any legal action by any party against the Surety to enforce the Surety's obligations under this Bond.

**8 Statutory Compliance.** If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

**9 Copy To Be Furnished.** Upon written request of any person or entity appearing to be a potential Claimant on this Bond, Design-Builder shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**10 Claimant Defined.** A Claimant is any individual or entity having a direct contract with the Design-Builder or having a contract with a subcontractor that has a direct contract with the Design-Builder to furnish services, labor, materials or equipment for use in the performance of the Design-Build Agreement.

**10.1** A Claimant may include amounts owed by the Design-Builder for design and other professional services furnished or performed by Claimant regardless of whether such services might form the basis for a mechanic's lien under applicable State law.

**11 Notice.** Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.

(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:

(check appropriate box)

- ☐ Use the contact information shown on page 1; or
- ☐ Use the following alternate contact information:

(fill in Surety claims administrator contact information below)

**12 Subcontractor Bonds.** If this Bond is issued for an agreement between the Design-Builder and a subcontractor, the term Design-Builder in this Bond shall be deemed to be the bonded subcontractor and the term Owner shall be deemed to be Design-Builder.

**13 Authorization.** The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

<b>DESIGN-BUILDER (AS PRINCIPAL)</b>	<b>SURETY</b>
Company:	Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal

	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title





## Exhibit B

# Corporate Structure Questionnaire

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

1. Offerors shall complete the following information for the Proposed Design-Builder and all proposed Design-Build Team Members:

Legal Name	
Street Address	
Mailing Address	
Point of Contact	
Position	
Email	
Telephone Number	
Fax Number	
Type of Business	
D-U-N-S Number	
Federal Tax Identification Number	
State Contractor's Registration Number (if applicable)	
State Business License Number (if applicable)	

2. If the Proposed Design-Builder is a Joint Venture, Offerors must:
- Submit the above information the Joint Venture as well as for each member of the Joint Venture; and
  - Attach a copy of the Joint Venture Agreement to this form.

## **EXHIBIT “C”**

### **Outline of the Procurement Process:**

#### **Request for Qualifications (RFQ):**

1. This RFQ invites firms to submit Statements of Qualifications (SOQs) describing in detail their technical, management, and financial qualifications for design, permit, construct, commission, and close-out of the Project. The issuance of this RFQ is the first phase of the Procurement process.
2. Offerors will submit their SOQ and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFQ and any Addenda. The County will not consider SOQ or other deliverables that are submitted after the time set forth in the RFQ. Offerors are solely responsible for making sure that the County receives the SOQ in a timely fashion.
3. The County will evaluate the information submitted by each Offeror to 1) determine whether the Offeror meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Offeror pursuant to the evaluation system described below. Any Offeror who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the County in this Procurement.
4. All SOQs will be evaluated in accordance solely with the criteria established in the RFQ and any Addenda issued thereto.
5. Not more than three (3) responsive and responsible firms will be selected as Short-Listed Offerors. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.
6. The result of the SOQ evaluations will not be carried forward and included in the final evaluation and selection.
7. Design-Build Team Members and individual Key Team Members will be used as a basis for selection. Once short-listed, neither the Offeror nor Team Members that are submitted to the County as part of the SOQ or Proposal may substitute a listed Consultant, Sub-Consultant or Sub-Contractor, or any individual listed as a Key Team Member.

#### **Request for Proposal (RFP) and Selection Process**

1. The County will issue the RFP to the short-listed Offerors. The RFP will further explain the evaluation criteria, and other elements of the RFP process.
2. Prior to the submission date for Proposals, written questions will be accepted as defined in the RFP.
3. The County will conduct a mandatory site walk-through with all short-listed Offerors.
4. A short-listed Offeror may submit suggested proposed changes to the Contract provisions or Alternative Technical Concepts no later than the date set forth in the Schedule. The County, at its sole discretion, may revise the RFP, the Contract provisions, and/or program documents and issue an Addendum for all short-listed Offerors.

5. Short-listed Offerors will submit a Technical Proposal and Price Proposal in accordance with the Procurement schedule.
6. The Price Proposal will be submitted in a separate, distinctly marked and sealed envelope from the Technical Proposal.
7. The County will establish an RFP Professional Services Review Committee (PSRC) to review and evaluate the Technical Proposal. The PSRC may be the same as the RFQ Professional Services Review Committee. The PSRC will evaluate the Proposals in accordance with the published evaluation criteria.
8. At its sole discretion, the County may ask written questions of Offerors, seek written clarifications, and conduct discussions with Offerors on Proposals.
9. The County will provide written notification to all short-listed Offerors of the selection decision and make a selection summary available to all Offerors at the conclusion of the Procurement.
10. By submitting a Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into the Contract provided by the County subject to the terms set forth in its Proposal.

### **Technical and Price Proposal (Step 2)**

Short-listed Firms will submit a Technical and Price Proposal pursuant to the instructions set forth in the RFP. For the evaluation and selection of design-build firms during the Step 2 process, a rating system will be utilized by the County's PSRC to score and rank each proposal. The scoring criteria for the Step 2 process will be generally as follows:

<b>Criteria</b>	<b>Maximum Points</b>
1. Approach to Project	40 Points
2. Technical Information and Drawings	20 Points
3. Guaranteed Maximum Price	40 Points
<b>TOTAL POSSIBLE POINTS</b>	
<b>100 Points</b>	

### **Contract Format**

The County will enter into negotiations for the Design-Build Agreement with the Preferred Offeror. The Design-Build Agreement is anticipated to utilize the Design-Build Institute of America (DBIA) Standard Form of Agreement between the County and Design Builder Form Number 530, and the DBIA Standard Form of General Conditions of Contract between County and Design-Builder, Form Number 535, as amended and set forth in the RFP.

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

1.1 **WORKERS' COMPENSATION:** As required by law:

STATE.....Statutory  
APPLICABLE FEDERAL.....Statutory  
EMPLOYER'S LIABILITY.....Minimum: \$100,000 each  
    accident  
    \$100,000 by employee  
    \$500,000 policy limit

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

- 1.2 **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.

**COVERAGE AS FOLLOWS:**

EACH OCCURRENCE.....\$1,000,000  
GENERAL AGGREGATE.....\$2,000,000  
PERSONAL/ADVERTISING INJURY.....\$1,000,000  
PRODUCTS-COMPLETED OPERATIONS AGGREGATE....\$2,000,000

Per Project Aggregate (if applicable)

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

FIRE DAMAGE (Any one (1) fire)..... \$50,000  
MEDICAL EXPENSE (Any one (1) person).....\$5,000

- 1.3 **ADDITIONAL INSURED:** Firm 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.

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

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

**COVERAGE AS FOLLOWS:**

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person).....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

1.6 ☐ Not-Required \_\_\_\_\_(initials)

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

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

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

1.7 ☐ Not-Required \_\_\_\_\_(initials)

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

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

- 1.7.1 Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 1.7.2 Date on which final payment of this Contract has been made by County to Firm; or
- 1.7.3 Date on which the insurable interests in the property of all insured other the County have ceased.
- 1.7.4 Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

1.8 **[ X ] Not-Required \_\_\_\_\_(initials)**

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

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

1.9 **[ X ] Not-Required \_\_\_\_\_(initials)**

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

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

1.10 **SUB-CONTRACTORS (if applicable):** All Sub-Contractors hired by said Firm 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 Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

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

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

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

Hernando County Board of County Commissioners  
ATTN: Human Resources/Risk Department  
15470 Flight Path Drive  
Brooksville, FL 34604

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

- 1.12.2.1 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.
- 1.12.2.2 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.
- 1.12.3 The Firm shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- 1.12.4 Offerors 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.
- 1.12.5 Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided shall not be construed as a waiver of the Firm's obligation to maintain such insurance.