

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

23-RG00397/EK

PROFESSIONAL SERVICES FOR SAFE STREETS FOR ALL ACTION
PLAN

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



RELEASE DATE: October 18, 2023

DEADLINE FOR QUESTIONS: October 30, 2023

RESPONSE DEADLINE: November 20, 2023, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

County of Hernando
REQUEST FOR QUALIFICATIONS, PROPOSALS, OR CONSTRUCTION
(INCLUDES 2 STEP BID)
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Professional Services For Safe Streets For All Action Plan

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Attachments:

A - Professional_Services_Agreement_Sample with Grant Clauses

B - Safe Streets for All Scope

1. INTRODUCTION

1.1. Summary

INVITATION TO BID (ITB)

NOTICE IS HEREBY GIVEN THAT THE

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA,

IS ACCEPTING BIDS FOR:

ITB NO. SOLICITATION # 23-RG00397/EK

FOR

Professional Services For Safe Streets For All Action Plan

Hernando County is requesting Statement of Qualifications from firms to create an Action Plan funded by the Federal Highway Administration's Safe Streets for All program. This plan will identify projects, policies and process changes that will be implemented and prioritized over the planning horizon to improve roadway user safety within the County. Strategies to promote safety and equity should include innovative technologies with the focus on low-cost high impact strategies. These include but are not limited to Speed Safety cameras, the utilization of the shoulder Safety Edge to reduce fatalities from vehicles leaving the roadway, enhanced delineations, creating a Safe Streets Criteria, performing Road Safety Audits on roadways, as well as other Safety enhancements within our County.

1.2. Background

The County's development of the Action Plan will start with the Hernando County Commission adopting the Federal Highway Administration (FHWA) and Florida Department of Transportation's (FDOT) goal for zero roadway fatalities.

A broad analysis of Hernando County's existing conditions and historical trends should be utilized to determine the short, medium, and long-range elements of the Action Plan. Various meetings will be held to incorporate stakeholder engagement.

The Action Plan should also include a measurement criterion "Before and After" to determine the effectiveness of the strategies being implemented.

Completion of the Final Action Plan shall be within eighteen (18) months following the notice to proceed.

It is the intent of Hernando County to award a Contract to one (1) firm.

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Narverud, Vice Chairman

Steve Champion, Second Vice Chairman

Brian Hawkins

Jerry Campbell

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT

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

Toni Brady

Chief Procurement Officer

1.3. [Contact Information](#)

Erin Kluis Briggs

Procurement Coordinator

Email: ebriggs@co.hernando.fl.us

Phone: [\(352\) 754-4778](tel:(352)754-4778)

Department:

Department of Public Works

Department Head:

Scott Herring

DPW Director

1.4. [Timeline](#)

Release Date	October 18, 2023
Pre-submittal Conference (Mandatory)	October 26, 2023, 9:30am Hernando County Department of Public Works Conference Room 1525 E Jefferson St Brooksville, FL 34601
Date Questions Due	October 30, 2023, 5:00pm

Date Answers Due to all Firms (Tentative)	November 1, 2023, 5:00pm
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<p>RFQ Submittal Due</p>	<p>November 20, 2023, 10:00am Topic: Bid Opening</p> <p>Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOsUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>---</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none">• +1 305 224 1968 US• +1 646 931 3860 US• +1 301 715 8592 US (Washington DC)• +1 309 205 3325 US• +1 312 626 6799 US (Chicago)• +1 646 558 8656 US (New York)• +1 669 444 9171 US• +1 669 900 6833 US (San Jose)• +1 689 278 1000 US• +1 719 359 4580 US• +1 253 205 0468 US• +1 253 215 8782 US (Tacoma)• +1 346 248 7799 US (Houston)• +1 360 209 5623 US• +1 386 347 5053 US• +1 507 473 4847 US• +1 564 217 2000 US <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRq</p>
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Consensus Evaluation Meeting	December 13, 2023, 10:00am
A/E Oral Interviews (as scheduled)	January 3, 2024
Contract Approval (projected)	February 27, 2024

2. PROJECT DETAILS

2.1. [Scope of Work: Specifications](#)

- Task 1: Project Management and Administration
- Task 2: Zero Fatalities Goal
- Task 3: Safety Analysis
- Task 4: Engagement with the Public and Stakeholders
- Task 5: Addressing Equity
- Task 6: Policies Review
- Task 7: Projects to Address Safety
- Task 8: How the Plan will be Measured
- Task 9: Finalizing the Action Plan

2.2. [Scope of Work: Performance Schedule](#)

Completion of the milestones for the Action Plan shall be as follows.

Milestone	Due
Planned Draft Action Plan Completion	5 (five) months from contract execution
Planned Action Plan Completion:	11 (eleven) Months for contract execution
Planned Action Plan Adoption:	13 (thirteen) Months from contract execution
Planned SS4A Final Report:	14 (fourteen) Months from contract execution

2.3. [Scope of Work: Work Products Required](#)

Task 1: Project Management and Administration

- Arrange for a kick-off meeting through the COUNTY Project Manager. This meeting will serve to clarify the lines of communication and other administrative details. The CONSULTANT will then meet with the COUNTY on a regular basis to report project progress.
- Establish a project management system that will provide an adequate scope, schedule, budget controls and respond to input from the COUNTY. Status and project meetings

with COUNTY Staff will be conducted on a regular basis to discuss work in progress, work completed, and compliance with the delivery schedule. Meeting minutes documenting the decisions made and action items will be prepared by the CONSULTANT and submitted to the attending parties.

- Provide a project schedule showing project meetings, project deliverables, and the major milestones required by the COUNTY. The schedule shall be updated on a quarterly basis or when necessary due to significant changes in scheduled dates.
- Provide a monthly project progress report which includes a schedule update. The monthly progress report shall be submitted to the COUNTY Project Manager.

Task 2: Zero Fatalities Goal

- Prepare a presentation of data that will be used to present a zero-fatality goal to the County Commission for adoption for Hernando County.

Task 3: Safety Analysis

- Perform a safety analysis with an evaluation of 5-year crash history for the County.
- Identify trends with potential mitigation measures.
- A review of the existing conditions with high crash areas and the details of specific recommendations of safety improvements.
- Calculated safety benefits using the Highway Safety Manual methodologies. Review crash reduction factors and document the safety benefits for the Action Plan.

Task 4: Engagement with the Public and Stakeholders

- Hold ten (10) public information/engagement events (two for each commission district) around the County to solicit stakeholder goals and priorities for inclusion in the Action Plan and to present a review of the draft plan before its adoption.
- Hold at least one (1) meeting with the Hernando/Citrus MPO.
- Hold at least one (1) meeting with the City of Brooksville.
- Develop, launch, and manage a dynamic on-line community survey. Use existing county channels to reach residents and businesses, allow community stakeholders to provide comment.

Task 5: Addressing Equity

- Identify underserved communities, as defined by FHWA, using the latest census data to create maps and document the residential areas identified.

Task 6: Policies Review

- Review of the County's current policies, guidelines, and standards that impact roadway safety or could improve roadway safety.
- Provide recommendations to improve current policies, guidelines, and standards that impact roadway safety.

Task 7: Projects to Address Safety

- Develop a list and map of possible capital projects to address safety problems. Example photos and/or graphics should be used to communicate the draft project ideas. Project ideas should also include roadway improvements that address bicycle and pedestrian safety.
- Develop Cost Estimates of the final list of identified safety improvement projects.

Task 8: Plan Measurement

- Develop a plan metric that can be used to measure the effectiveness of the Action Plan.

Task 9: Finalizing the Action Plan

- Preparation of the final Action Plan document should include the results of evaluations and the plan development steps. It should also identify the implementation strategies for the final safety projects. The draft and final reports should be easy to read, with graphic visualization, and include all supporting photos and documentation.

2.4. [Deliverables](#)

Deliverables

- PowerPoint for Zero Fatalities Adoption by BOCC
- Safety Analysis Report and PowerPoint
- Ten (10) Public Outreach Events
- One (1) meeting each with the Hernando/Citrus MPO
- One (1) meeting with the City of Brooksville
- Create Interactive Project Website with Survey Capabilities
- Identify and map underserved areas to address equity

- Policies, Guidelines and Standards upgraded to include Best Practices
- List and Map of possible capital improvement projects with planning level cost estimates
- Plan metric to evaluate Action Plan effectiveness
- Final Action Plan Report

2.5. [Qualifications](#)

- Submittals must include at least five (5) years of professional experience.
- Licensed professional in accordance with Florida Law.

3. SELECTION PROCESS

3.1. Acquisition of Professional Services F.S. 287.055

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

The process will involve two stages:

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

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

The Professional Services Review Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria based upon consensus scoring. The score can be zero to the maximum value, as noted in Section 5 Evaluation Phases table.

The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. If a Proposer was given a perfect score, that Proposer would receive a total score of 100, as noted in Section 5 Evaluation Phases table.

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

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

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

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

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

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

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

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

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

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

3.2. Mandatory Pre-submittal Conference:

To ensure sufficient information is available to firms preparing submittals, a mandatory pre-submittal conference has been scheduled. The intent of this conference is to have Hernando County Board of County Commissioners staff available to discuss the project. Firms preparing submittals must attend and sign-in in order to have their submittals accepted.

The pre-submittal conference will be held at:

Location: Hernando County Department of Public Works Conference Room 1525 E Jefferson St
Brooksville, FL 34601

Date: Thursday, October 26, 2023

Time: 9:30 am

3.3. Architect/Engineer/Consultant's Submittals:

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

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

Deadline for receipt is: Monday, November 20, 2023 at 10:00 am.

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

3.4. Deadline

Responses may be received up to but not later than Monday, November 20, 2023 at 10:00 am via the Hernando County Board of County Commissioners e-Procurement Portal located at <https://secure.procurenow.com/portal/hernandocounty>. The Hernando County Board of County Commissioners e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The Hernando County Board of County Commissioners strongly recommends completing your response well ahead of the deadline

3.5. Addenda Notification and Acknowledgement

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

3.6. Submitting Questions and Receiving Responses

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

4. SUBMITTAL REQUIREMENTS

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. Following are elements that will be used to evaluate each firm's qualifications:

4.1. PROJECT TEAM

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

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

4.2. FIRM/TEAM CAPABILITIES

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated? (e.g., subconsultants' role delineated)?
- Current and projected workload.

Note: Organization charts and graphs depicting your capacity may be included.

4.3. PRIOR EXPERIENCE

Use this portion of your submittal to describe relevant experiences with the project type described in this RFQ document and various services to be provided.

- Experience of the key staff and firm with projects of similar scope and complexity.
- Demonstrated success on past projects of similar scope and complexity.
- References.

Note: Include the name and current telephone number of the owner's project manager for every project listed.

4.4. PROJECT APPROACH

For the project and services outlined in the RFQ document, describe how you plan to accomplish the following project control and management issues:

- **Budget Methodology/Cost Control.**
 - Establish and maintain estimates of probable cost within owner's established budget.
 - Control consultant contract costs
 - Coordinate value engineering activities
- **Quality Control Methodology.**
 - Ensure County procedures are followed
 - Improve energy efficiency through the use of an integrated design process, life cycle costing, the use of an energy standard (current OSA energy code) and the specification of energy efficient materials, systems, and equipment
 - Ensure the project is designed for durability and maintainability
- **Schedule.**
 - Manage the required work to meet the established schedule

4.5. WORK LOCATION

Describe where the prime and subconsultants will do the key work elements of this project.

- Proximity of firm's office as it may affect coordination with the County's project manager and the potential project location.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

5. EVALUATION PHASES

5.1. Evaluation of Written Proposal

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>PROJECT UNDERSTAND APPROACH</p> <ul style="list-style-type: none"> ● Describe your understanding of the project scope. ● Describe your approach to the project. ● Schedule maintenance methodology. 	Points Based	<p>20 <i>(20% of Total)</i></p>
2.	<p>PROJECT TEAM</p> <ul style="list-style-type: none"> ● Identify key staff members and any sub-consultants. ● Qualifications and relevant experience of staff and sub-consultants. ● Unique knowledge of key team members relating to the project. ● Experience on projects as a team. ● Key staff involvement in project management and on-site presence. ● Time commitment of key staff. ● Qualifications and relevant subconsultant experience. 	Points Based	<p>40 <i>(40% of Total)</i></p>

3.	FIRM CAPABILITIES AND EXPERIENCE <ul style="list-style-type: none"> • Current and projected workload. • How will this project fit into your workload? • Experience of the key staff and firm with projects of similar scope and complexity. • Demonstrated success on past projects of similar scope and complexity. • Provide references from work with similar size and scope completed in the last 5 years. 	Points Based	20 <i>(20% of Total)</i>
4.	QUALITY/COST COTROLS <ul style="list-style-type: none"> • Budget methodology/cost control. • Quality control methodology. 	Points Based	20 <i>(20% of Total)</i>

5.2. Oral Presentations (If required)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	PROJECT UNDERSTAND APPROACH <ul style="list-style-type: none"> • Describe your understanding of the project scope. • Describe your approach to the project. • Schedule maintenance methodology. 	Points Based	20 <i>(20% of Total)</i>

2.	<p>PROJECT TEAM</p> <ul style="list-style-type: none"> ● Identify key staff members and any sub-consultants. ● Qualifications and relevant experience of staff and sub-consultants. ● Unique knowledge of key team members relating to the project. ● Experience on projects as a team. ● Key staff involvement in project management and on-site presence. ● Time commitment of key staff. ● Qualifications and relevant subconsultant experience. 	Points Based	40 <i>(40% of Total)</i>
3.	<p>FIRM CAPABILITIES AND EXPERIENCE</p> <ul style="list-style-type: none"> ● Current and projected workload. ● How will this project fit into your workload? ● Experience of the key staff and firm with projects of similar scope and complexity. ● Demonstrated success on past projects of similar scope and complexity. ● Provide references from work with similar size and scope completed in the last 5 years. 	Points Based	20 <i>(20% of Total)</i>
4.	<p>QUALITY/COST COTROLS</p> <ul style="list-style-type: none"> ● Budget methodology/cost control. ● Quality control methodology. 	Points Based	20 <i>(20% of Total)</i>

6. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INSTRUCTIONS FOR PREPARING PROPOSALS

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

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

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

4. Miscellaneous Requirements:

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

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.

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 the responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.

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

8. TERMS AND CONDITIONS

1. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
2. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
3. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
4. The Contract that the County intends to use for award is attached as Exhibit "A" for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.
5. Information regarding Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Department at (352) 754-4020.
6. A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.
7. 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.
8. Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

9. FEDERAL GRANT REQUIREMENTS

Hernando County is a recipient of Federal Department of Transportation (DOT) funding. The Vendor/Contractor(s) shall comply with the following DOT contract clauses.

9.1. SUPPLEMENTARY CONDITIONS FOR FEDERAL GRANT REQUIREMENTS

9.1. **ACCESS TO RECORDS AND REPORTS** 49 U.S.C. § 5325(g); 2 C.F.R. part 200.334; 49 C.F.R. part 633

- A. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. part 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** The Contractor agrees to provide sufficient access to DOT and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance.** The Contractor agrees to permit DOT and its contractors access to the sites of performance under this contract as reasonably may be required.

9.2. **CLEAN AIR AND WATER POLLUTION CONTROL** 2 C.F.R. part 200 Appendix II(G); 42 U.S.C. § 7401, et seq; 33 U.S.C. § 1251, et seq

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

- A. The Contractor agrees:
 - 1. It will not use any violating facilities;
 - 2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
 - 3. It will report violations of use of prohibited facilities to DOT; and
 - 4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

9.3. *The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.*

- A. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by DOT to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
1. **Nondiscriminatory CIVIL RIGHTS AND EQUAL OPPORTUNITY**. In accordance with Federal Transportation Law 49, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements DOT may issue.
 2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transportation 49, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. part 60-30, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e (editorial notes), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e (editorial notes). The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements DOT may issue.
 3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal Transportation Law 49, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements DOT may issue.
 4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal Transportation Law 49, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements DOT may issue.
 5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory

and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

9.4. **ENERGY CONSERVATION** 42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9.5. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION** 2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. part 200.213; 2 C.F.R. part 200 Appendix II(I); Executive Order 12549; Executive Order 12689

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

- A. **Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an DOT official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
1. Debarred from participation in any federally assisted Award;
 2. Suspended from participation in any federally assisted Award;
 3. Proposed for debarment from participation in any federally assisted Award;
 4. Declared ineligible to participate in any federally assisted Award;
 5. Voluntarily excluded from participation in any federally assisted Award; or
 6. Disqualified from participation in any federally assisted Award.
- B. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
1. The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 2. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 9.6. **LOBBYING RESTRICTIONS** 31 U.S.C. § 1352; 2 C.F.R. part 200.450; 2 C.F.R. part 200 appendix II(J); 49 C.F.R. part 20

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

- 9.7. **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the DOT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- 9.8. **PATENT RIGHTS AND RIGHTS IN DATA** 2 C.F.R. part 200, Appendix II (F); 37 C.F.R. part 401

The Patent Rights and Rights in Data requirements flow down to all third-party contractors and their contracts at every tier that meet the definition of a research-type project under 37 C.F.R. part 401.2.

- A. **Intellectual Property Rights.** This Project is funded through a Federal award with DOT for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant Hernando County intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of DOT, until such time as DOT may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the DOT.
2. Unless DOT determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit DOT to make available to the public, either DOT's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
 3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
 6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

9.9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the DOT assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the

Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by DOT under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by DOT. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9.10. **SAFE OPERATION OF MOTOR VEHICLES** 23 U.S.C. § 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

- A. **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Hernando County.
- B. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

9.11. **TERMINATION** 2 C.F.R. part 200.339; 2 C.F.R. part 200 Appendix II(B)

For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

- A. **Termination for Convenience (Professional Contracts).** Hernando County, by written notice, may terminate this contract, in whole or in part, when it is in Hernando County’s interest. If this contract is terminated, Hernando County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- B. **Termination for Default (Service).**
 - 1. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, Hernando County may terminate this contract for default. Hernando County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

2. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor as not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Hernando County.

C. Waiver of Remedies for any Breach. In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

9.12. **VIOLATION AND BREACH OF CONTRACT** 2 C.F.R. part 200.326; 2 C.F.R. part 200 Appendix II(A)

The Violations and Breach of Contracts clause flow down to all third-party contractors and their contracts at every tier.

A. Rights and Remedies of Hernando County. Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

B. Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

9.13. **FEDERAL CHANGES**

FEDERAL CHANGES

9.14. **EQUAL EMPLOYMENT OPPORTUNITY**

A. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.15. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)** 49 C.F.R. part 26

The DBE contracting requirements flow down to all third-party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, DOT would look to the recipient to make sure it intervenes to monitor compliance. Should a subcontractor fail to comply with the DBE regulations, DOT would look to Hernando County to make sure it intervenes to monitor compliance.

- A. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - 1. Withholding monthly progress payments;
 - 2. Assessing sanctions;
 - 3. Liquidated damages; and/or
 - 4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. part 26.13(b).
- B. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment Hernando County makes to the prime contractor. 49 C.F.R. part 26.29(a)
- C. Finally, for contracts with defined DBE contract goals, each DOT Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains Hernando County's written consent; and that, unless Hernando County's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. part 26.53(f)(1).
- D. It is the policy of Hernando County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT assisted contracts.

9.16. **GOOD FAITH EFFORTS**

- A. The Bidder or Proposer shall demonstrate the good faith efforts. Failure to include all requested information shall result in the Bid or Proposal being determined as nonresponsive to the DBE requirements.
- B. Hernando County will consider the Bidder's/Proposer's documented good faith efforts in determining responsiveness.

10. INDEMNITY, SAFETY AND INSURANCE PROVISIONS

1. INDEMNITY: To the fullest extent permitted by Florida law, the Consultant/Firm covenants, and agrees that it will indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

2. PROTECTION OF PERSONS AND PROPERTY:

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

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

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

3.1 WORKERS' COMPENSATION: As required by law:

STATE.....Statutory

APPLICABLE FEDERAL.....Statutory

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

\$100,000 by employee

\$500,000 policy limit

Exemption per Florida Statutes, Chapter 440: If a Consultant/Firm has less than three (3) employees and states that they are exempt per Florida Statutes, Chapter 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.

<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>.

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

3.3 ADDITIONAL INSURED: Consultant/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.

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

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

COVERAGE AS FOLLOWS:

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

3.6 PROFESSIONAL LIABILITY: including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted

with the invoice for final payment. In lieu of "tail coverage", Consultant/Firm may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

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

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

3.8 SUB-CONTRACTORS (if applicable): All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regard to General Liability.

3.9 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 to its poor financial condition or failure to operating legally.

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

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

Hernando County Board of County Commissioners

ATTN: Human Resources/Risk Department

15470 Flight Path Drive

Brooksville, FL 34604

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

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

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

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

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

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

11. MAINTENANCE OF RECORDS

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

1. Keep and maintain records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
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.
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, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

12. SHORTLISTS, PROTESTS AND LOBBYING

The recommended short list of firms will be posted for review by interested parties at the Procurement Department eProcurement Portal following Professional Services Review Committee 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: www.Hernandocounty.us/purchasing.

13. CONE OF SILENCE

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

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

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

14. E-VERIFY

1. Consultant/Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
2. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
3. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
 - 3.1 The County's Purchasing and Contracts Department at (352) 754-4020: and
 - 3.2 ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
4. In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Consultant/Firm from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
5. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
 - 5.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 5.2 Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
 - 5.3 Establish a written hiring and employment eligibility verification policy.
 - 5.4 Establish an internal compliance and training program related to the hiring and employment verification process, including, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

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

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

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

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

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

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

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

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

15. CONTRACT AWARD

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

16. SIGNING OF THE AGREEMENT

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

17. RESPONSIVENESS OF THE PROPOSAL/DISQUALIFICATION

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

2. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, and (5) improper and/or undated signatures.

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

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

18. LIST OF PROPOSERS

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person.

The County will not provide a list of Proposers by telephone.

19. EXAMINATION OF PROPOSAL DOCUMENTS

1. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.
2. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Qualifications which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.
3. The submission of a Proposal in response to this Request for Qualifications shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Qualifications, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Qualifications. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

20. ADDENDA

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

21. MODIFICATION/ WITHDRAW OF PROPOSAL

1. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
2. Modified or withdrawn Proposals may be resubmitted, in accordance with the instructions in this Request for Qualifications prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
3. No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

22. LESS THAN TWO (2) PROPOSALS RECEIVED

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

23. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS

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

24. FINANCIAL STRENGTH

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

25. CLARIFICATIONS

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

26. PUBLIC RECORDS ACT

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

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

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

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

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, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

27. JOINT VENTURES

1. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.

2. A firm who submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Request for Qualifications as the prime Proposer through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:

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 Proposal.

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 Proposal.

2.3 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.

28. PAYMENT

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

29. SCRUTINIZED COMPANIES

Pursuant to Florida Statutes 287.135 and 215.473 (Current Edition), Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Proposer/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Proposer/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Proposer/Contractor of the County's determination concerning the false certification. The Proposer/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Proposer/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Proposer/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

30. VENDOR SUBMISSIONS

30.1. [Acknowledgement and Attestation*](#)

By responding to this RFQ, the respondent(s) certify that he/she has reviewed the sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable.

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

Please acknowledge below that you confirm the above statement:

Please confirm

*Response required

30.2. [Download Drug Free Workplace Certificate *](#)

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

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

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

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

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

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

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

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

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

Please confirm

*Response required

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

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

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

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

Please confirm

*Response required

30.4. Sworn Statement

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

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

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

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

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

one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

*Response required

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

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

Please attach a copy of the final order

30.5. Authorized Signatures/Negotiators

*30.5.1. Authorized Signatures/Negotiators **

Please provide the information to support the statement below:

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

Name(s)

Title(s)

E-mail(s)

Phone no (s)

*Response required

*30.5.2. Type of Organization **

Please select your organization type:

Sole Proprietorship

Partnership

Joint Venture

Corporation

*Response required

*30.5.3. Company ID**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

*Response required

*30.5.4. W9 Form**

Please upload your company's W9 information

*Response required

*30.5.5. ACH electronic payment**

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

Yes, ACH electronic payment method is acceptable.

No, ACH electronic payment method is not acceptable.

*Response required

30.6. E-Verify Certification

*30.6.1. E-Verify Certification **

Vendor/Contractor acknowledges and agrees to the following:

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

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

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

Please confirm

*Response required

*30.6.2. References **

Proposer must provide a minimum of **three (3)** references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Proposer's performance on the specific project performed by the Proposer. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

Please provide information for 3 required References:

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e., the project must have been Substantially Complete within seven (7) years of the due date of this RFQ. Only projects that are complete or substantially complete as of the bid due date will be considered).

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

*Response required

*30.6.3. Key Subcontractors**

Each Proposer must submit with its response a list of subcontractors who will perform the work in each of the following categories (key subcontractors). List the name of the proposed subcontractor, or "Proposer" if the Proposer will perform the work, after each work category:

Example:

- (1) Earthwork construction
- (2) Earthen dike construction
- (3) Soil bentonite backfill cut-off wall installation
- (4) Wet excavation/dredging work
- (5) Concrete form work
- (6) Equipment installation
- (7) Electrical and instrumentation installation
- (8) Control system integration
- (9) Wetland planting and establishment

If no subcontractors will be employed please state "NONE"

*Response required

*30.6.4. Vendor/Contractor's License**

The Proposer must be a registered to do business in the State of Florida. **All Proposers and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Proposer's team. Provide license information (as required in Section 2.5 Qualifications) below for Proposer and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

*Response required

*30.6.5. Organization Chart**

Proposer must provide an organization chart showing Proposer's team identifying specific responsibilities of Proposer and subcontractors.

*Response required

*30.6.6. Project Manager Qualifications**

Proposer must provide resumes of Project Manager listing qualifications, experience, education and training. The Project Manager must have adequate experience, generally considered as a working Project Manager on a minimum of two (2) projects, similar in size and scope to the Professional Services For Safe Streets For All Action Plan, within the past seven (7) years.

*Response required

30.7. Vendor/Contractor's License

*30.7.1. Vendor/Contractor's License**

Please upload all contractors and subcontractors license(s) required for this project. If not applicable, upload memo stating reason.

*Response required

30.8. Additional Required Forms

*30.8.1. Corporate Affidavit **

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

*Response required

*30.8.2. Vendor Certification Regarding Scrutinized Companies**

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

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

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

Please confirm

*Response required

30.9. Hernando County Employment Disclosure Certification Statement

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

Yes

No

*Response required

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

Yes

No

*Response required

30.9.3. Relatives and Former Hernando County Employees - Roles and Signatures

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

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

30.10. Vendor Survey

30.10.1. *Vendor Survey **

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

Select all that apply

County's eProcurement Portal (Open Gov Procurement)

Newspaper

Purchasing and Contracts Advertisement Board

Other (Please list in the following question)

*Response required

30.10.2. Vendor Survey - Other

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

30.10.3. Anticipates Services outside the United States or Florida*

Anticipates Services outside the United States or Florida

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

Yes

No

*Response required

30.11. Submittal Requirements

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. Following are elements that will be used to evaluate each firm's qualifications:

30.11.1. Letter of transmittal and Introduction*

Bidder must use this portion to upload their Letter of Transmittal and Introduction.

*Response required

30.11.2. PROJECT TEAM *

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

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

*Response required

30.11.3. FIRM/TEAM CAPABILITIES*

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated? (e.g., subconsultants' role delineated)?

- Current and projected work load.

Note: Organization charts and graphs depicting your capacity may be included.

*Response required

*30.11.4. PRIOR EXPERIENCE**

Use this portion of your submittal to describe relevant experiences with the project type described in this RFQ document and various services to be provided.

*Response required

*30.11.5. PROJECT APPROACH - Budget Methodology/Cost Control**

For the project and services outlined in the RFQ document, describe how you plan to accomplish the following project control and management issues:

- Budget Methodology/Cost Control.
 - Establish and maintain estimates of probable cost within owner's established budget.
 - Control consultant contract costs
 - Coordinate value engineering activities

*Response required

*30.11.6. PROJECT APPROACH - Quality Control Methodology**

For the project and services outlined in the RFQ document, describe how you plan to accomplish the following project control and management issues:

- Quality Control Methodology.
 - Insure County procedures are followed
 - Improve energy efficiency through the use of an integrated design process, life cycle costing, the use of an energy standard (current OSA energy code) and the specification of energy efficient materials, systems, and equipment
 - Insure the project is designed for durability and maintainability

*Response required

*30.11.7. PROJECT APPROACH - Schedule**

For the project and services outlined in the RFQ document, describe how you plan to accomplish the following project control and management issues:

- Schedule.
 - Manage the required work to meet the established schedule

*Response required

30.11.8. PROJECT LOCATION*

Describe where the prime and subconsultants will do the key work elements of this project.

- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

*Response required

30.11.9. Grant Required Documents*

Please download the below documents, complete, and upload.

- [Certification for Disclosur...](#)
- [Exp 2-18-2025 Standard Form...](#)
- [GOOD FAITH EFFORTS-with OSD...](#)
- [Suspension Debarment Certif...](#)
- [275-030-11 DBE Bid Package ...](#)

*Response required

30.12. Optional

30.12.1. Optional Upload of additional Information

Please upload any optional/additional information not requested elsewhere.

30.13. EXCEPTIONS

1. Proposers may take exception to certain requirements in this RFQ. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). The County, at its sole discretion, may reject any exceptions or specifications within the proposal.
2. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.

30.13.1. PROPOSER'S CERTIFICATION*

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

I agree that my RFQ will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

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

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

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

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

- I take NO exceptions
 - I take exceptions, explained in the subsequent answer
- *Response required

30.13.2. Exceptions

If you selected "Exceptions" in the preceding question, please provide any exceptions to this RFP.