

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

23-RFQ00422/AP

CONTINUING PROFESSIONAL ENGINEERING SERVICES

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



RELEASE DATE: August 30, 2023

DEADLINE FOR QUESTIONS: September 11, 2023

RESPONSE DEADLINE: October 2, 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)
23-RFQ00422/AP

Continuing Professional Engineering Services

I.	INTRODUCTION.....
II.	PROJECT DETAILS
III.	SELECTION PROCESS
IV.	SUBMITTAL REQUIREMENTS.....
V.	EVALUATION PHASES.....
VI.	DEFINITIONS
VII.	INSTRUCTIONS FOR PREPARING PROPOSALS.....
VIII.	TERMS AND CONDITIONS
IX.	INDEMNITY, SAFETY AND INSURANCE PROVISIONS.....
X.	MAINTENANCE OF RECORDS
XI.	SHORTLISTS, PROTESTS AND LOBBYING.....
XII.	CONE OF SILENCE.....
XIII.	E-VERIFY.....
XIV.	LOCAL PREFERENCE
XV.	CONTRACT AWARD.....
XVI.	CONTRACT TERM/RENEWAL.....
XVII.	SIGNING OF THE AGREEMENT
XVIII.	RESPONSIVENESS OF THE PROPOSAL/DISQUALIFICATION
XIX.	LIST OF PROPOSERS
XX.	EXAMINATION OF PROPOSAL DOCUMENTS
XXI.	ADDENDA
XXII.	MODIFICATION/ WITHDRAW OF PROPOSAL.....
XXIII.	LESS THAN TWO (2) PROPOSALS RECEIVED
XXIV.	REVIEW OF PROPOSER’S FACILITIES AND QUALIFICATIONS
XXV.	FINANCIAL STRENGTH.....
XXVI.	CLARIFICATIONS.....
XXVII.	PUBLIC RECORDS ACT
XXVIII.	JOINT VENTURES.....
XXIX.	PAYMENT.....
XXX.	SCRUTINIZED COMPANIES

XXXI. VENDOR SUBMISSIONS.....

Attachments:

A - Sample_Contract_Professional_Services_Agreement_Over_35K_Task_Order

B - Exhibit B Task Order Form

1. INTRODUCTION

1.1. Summary

In accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055), Hernando County is seeking Statements of Qualifications from Florida-registered firms qualified to provide comprehensive general professional architectural, civil engineering, planning, and consulting services required in connection with the development and improvement of Hernando County infrastructure. Funding for the projects is allocated through Hernando County. The scope of work for each individual project will be negotiated on a rotating basis as the need for each project arises.

1.2. Background

If multiple firms are chosen, the scope of work for each project will be negotiated with the successful firm, on a rotating basis, as the need for each project arises. The schedule for the projects is subject to availability of funding and is, therefore, unknown at this time. Consultant Contracts are non-exclusive, and the County reserves the right, at its sole discretion, to enter into Contracts with different firms for various projects as required. It is the intent of Hernando County to award a Contract to three (3) firms; however, the actual number of firms awarded may be more or less than three (3).

1.3. Contact Information

Alisa Pike

Procurement Coordinator

Email: alisap@co.hernando.fl.us

Phone: [\(352\) 754-4020](tel:(352)754-4020)

Department:

Department of Public Works

Department Head:

Scott Herring

DPW Director

1.4. Timeline

Bid Release/Advertisement	August 30, 2023
Date Questions Due	September 11, 2023, 5:00pm
Date Answers Due to all Firms	September 13, 2023, 5:00pm

RFQ Submittal Due	<p>October 2, 2023, 10:00am</p> <p>Join Zoom Meeting</p> <p>https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNO0SUvNdWQ0UT09</p> <p>Meeting ID: 921 6100 1651</p> <p>Passcode: 234224</p> <p>One tap mobile</p> <p>+13052241968,,92161001651#,,,,*234224# US</p> <p>+16469313860,,92161001651#,,,,*234224# US</p> <p>Dial by your location</p> <p>+1 305 224 1968 US</p> <p>+1 646 931 3860 US</p> <p>+1 301 715 8592 US (Washington DC)</p> <p>+1 309 205 3325 US</p> <p>+1 312 626 6799 US (Chicago)</p> <p>+1 646 558 8656 US (New York)</p> <p>+1 669 444 9171 US</p> <p>+1 669 900 6833 US (San Jose)</p> <p>+1 689 278 1000 US</p> <p>+1 719 359 4580 US</p> <p>+1 253 205 0468 US</p> <p>+1 253 215 8782 US (Tacoma)</p> <p>+1 346 248 7799 US (Houston)</p> <p>+1 360 209 5623 US</p> <p>+1 386 347 5053 US</p> <p>+1 507 473 4847 US</p> <p>+1 564 217 2000 US</p> <p>Meeting ID: 921 6100 1651</p> <p>Passcode: 234224</p> <p>Find your local number:</p> <p>https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNO0SUvNdWQ0UT09</p>
--------------------------	---

Submittal Screening (tentative)	<p>October 25, 2023</p> <p>Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNO0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224 One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>Dial by your location +1 305 224 1968 US +1 646 931 3860 US +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 689 278 1000 US +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US Meeting ID: 921 6100 1651 Passcode: 234224 Find your local number: https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNO0SUVndWQ0UT09</p>
A/E Interview List Released (tentative)	October 27, 2023
A/E Oral Interviews (if applicable)	November 15, 2023
Contract Approval (projected)	January 9, 2024

2. PROJECT DETAILS

2.1. General

In accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055) (Current Edition), Hernando County is seeking Statements of Qualifications from Florida-registered firms qualified to provide comprehensive general professional civil engineering, planning and consulting services required in connection with the development and improvement of Hernando County infrastructure. Funding for the projects is allocated through Hernando County. The requested services are to be provided on an as-needed basis for projects not to exceed five hundred thousand dollars (\$500,000).

2.2. The type of services may include, but not be limited to,

Architectural, civil, transportation, structural, mechanical, electrical engineering, landscape design and marine-related services.

2.3. Comprehensive Design Services may include but not be limited to

Site planning and design of county properties, facilities and parks; which may include architectural improvements, roadways, intersections, pedestrian facilities, trails, storm water and drainage systems, safety studies and permitting.

2.4. Tasks May include, but are not limited to:

Surveying;

Architectural;

Marine-related services;

Preparation of plans;

Specifications;

Engineer's reports;

Cost estimating and scheduling;

Cost-benefit analysis;

Technical studies;

Master plans;

Permitting;

Bidding and award;

Construction administration;

Resident engineering inspection;

Project record-keeping and close-out services;

All other related services.

Environmental assessments, investigations, permit preparation, reports and other services as may be required to complete work associated with any assigned work.

2.5. Minimum Qualifications

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

Responses must demonstrate experience in providing Continuing Engineering Services for projects of a scope and nature comparable to those described.

Professional/Consultant shall be a licensed professional in accordance with Florida law and be familiar with all applicable laws, regulations, and codes of the US DOT, FDOT, FDEP, ACOE, other Florida agencies, Southwest Florida Water Management District and Hernando County.

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

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 (PSRC) will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above.

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. Architect/Engineer/Consultant's Submittals:

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

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

Deadline for receipt is: Monday, October 2, 2023 at 10:00 am.

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

3.3. Deadline

Responses may be received up to but not later than Monday, October 2, 2023 at 10:00 am via the Hernando County Board of County Commissioners e-Procurement Portal located at <https://secure.procurenow.com/portal/hermandocounty>. The Hernando County Board of County Commissioners e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The Hernando County Board of County Commissioners strongly recommends completing your response well ahead of the deadline

3.4. Addenda Notification and Acknowledgement

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

3.5. Submitting Questions and Receiving Responses

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

4. SUBMITTAL REQUIREMENTS

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

4.1. A. 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. B. 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.

4.3. C. 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. D. 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.**
 - 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
- **Schedule.**
 - Manage the required work to meet the established schedule

4.5. E. WORK LOCATION

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

- Proximity of firms 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.	PROJECT TEAM <ul style="list-style-type: none"> 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. 	Points Based	30 (30% of Total)
2.	FIRM CAPABILITIES <ul style="list-style-type: none"> Are the lines of authority and coordination clearly identified Are essential management functions identified? Are the functions effectively integrated (e.g., subconsultants' roles delineated?) Current and projected work load. 	Points Based	20 (20% of Total)
3.	PRIOR EXPERIENCE <ul style="list-style-type: none"> 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. 	Points Based	20 (20% of Total)

4.	PROJECT APPROACH <ul style="list-style-type: none"> Budget methodology/cost control. Quality control methodology. Schedule maintenance methodology. 	Points Based	20 (20% of Total)
5.	WORK LOCATION <ul style="list-style-type: none"> 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. 	Points Based	10 (10% of Total)

5.2. Oral Presentations (as required)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	PROJECT TEAM <ul style="list-style-type: none"> 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. 	Points Based	30 (30% of Total)

2.	FIRM CAPABILITIES <ul style="list-style-type: none"> • Are the lines of authority and coordination clearly identified • Are essential management functions identified? • Are the functions effectively integrated (e.g., subconsultants' roles delineated?) • Current and projected work load. 	Points Based	20 (20% of Total)
3.	PRIOR EXPERIENCE <ul style="list-style-type: none"> • 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. 	Points Based	20 (20% of Total)
4.	PROJECT APPROACH <ul style="list-style-type: none"> • Budget methodology/cost control. • Quality control methodology. • Schedule maintenance methodology. 	Points Based	20 (20% of Total)
5.	WORK LOCATION <ul style="list-style-type: none"> • 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. 	Points Based	10 (10% of Total)

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 Attachment "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. 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.

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

3.10 SUB-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.

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

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

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

Hernando County Board of County Commissioners

ATTN: Human Resources/Risk Department

15470 Flight Path Drive

Brooksville, FL 34604

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

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

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

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

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

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

10. 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.

11. 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.

12. CONE OF SILENCE

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

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

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

13. 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 Procurement 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.

14. LOCAL PREFERENCE

Not applicable. In accordance with County Ordinance No. 2013-23, §§ 2-6, 7-23-13, Section 2-111 (Current Edition), Contracts of professional services procurement of which is subject to the Consultants' Competitive Negotiation Act are exempt from the local preference policy.

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. CONTRACT TERM/RENEWAL

A. **CONTRACT TERM/RENEWAL:** The Contract resulting from this Request for Qualifications shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The Contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

B. **INTERIM EXTENSION OF PERFORMANCE:** If it is determined that interim performance is required to allow for the solicitation and award of a new Contract, the County may unilaterally extend the Contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the Contract must apply during this interim period.

17. 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.

18. 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, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.
3. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (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 with a Hernando County previously awarded Contract.
4. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed Sub-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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS

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

25. 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.

26. CLARIFICATIONS

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

27. 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 three (3) 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.

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

28. 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.

29. 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.

30. 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.

31. VENDOR SUBMISSIONS

31.1. [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

31.2. [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

31.3. 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

31.4. Sworn Statement

31.4.1. 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

31.4.2. *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

31.5. Authorized Signatures/Negotiators

31.5.1. 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

31.5.2. Type of Organization *

Please select your organization type:

☐ Sole Proprietorship

☐ Partnership

☐ Joint Venture

☐ Corporation

*Response required

31.5.3. Company ID*

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

*Response required

31.5.4. W9 Form*

Please upload your company's W9 information

*Response required

31.5.5. 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

[31.6. Local Vendor Affidavit of Eligibility](#)

[31.7. E-Verify Certification](#)

[31.7.1. 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

[31.7.2. 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

Site Superintendent

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

31.7.3. 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

31.7.4. 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 Paragraph 27) below for Proposer and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

*Response required

31.7.5. *Organization Chart**

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

*Response required

31.7.6. *Project Manager and Superintendent Qualifications**

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

*Response required

31.8. Vendor/Contractor's License

31.8.1. *Vendor/Contractor's License**

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

*Response required

31.9. Additional Required Forms

31.9.1. *Corporate Affidavit **

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

*Response required

31.9.2. *Vendor Certification Regarding Scrutinized Companies**

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

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

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

☐ Please confirm

*Response required

31.10. Hernando County Employment Disclosure Certification Statement

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

☐ Yes

☐ No

*Response required

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

☐ Yes

☐ No

*Response required

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

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

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

31.11. Vendor Survey

*31.11.1. 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

31.11.2. Vendor Survey - Other

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

*31.11.3. Anticipates Services outside the United States or Florida**

Anticipates Services outside the United States or Florida

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

☐ Yes

☐ No

*Response required

31.12. 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:

*31.12.1. 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.

*Response required

*31.12.2. 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 work load.

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

*Response required

31.12.3. 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.

*Response required

31.12.4. 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

31.12.5. 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

31.12.6. 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

31.12.7. WORK LOCATION*

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

- Proximity of firms 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.

*Response required

31.13. Optional

31.13.1. Optional Upload of additional Information

Please upload any optional/additional information not requested elsewhere. Respondent may supply a full pdf of their proposal here, this should be done in addition to responding above to questions 12.1 through 12.7.

31.14. 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.

31.14.1. 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

31.14.2. Exceptions

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