

RFQ FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR
FOR HERNANDO COUNTY FIRE STATION PROTOTYPES

23-RFQ00466/AP

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
RFQ for Construction Manager/General Contractor for Hernando County
Fire Station Prototypes

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- A - Fire Station No 15 - 90%
- B - Construction Management Agreement with Exhibits
- C - Site Plan Model
- D - Responsibility Matrix
- E - Summarized Fee Proposal

1. Introduction

1.1. Summary

Provide Construction Manager/General Contractor services including but not limited to pre-construction, constructability reviews, estimating, bidding, and construction management to construct Hernando County Fire Rescue prototype fire stations.

1.2. Background

Hernando County Fire Rescue has developed a prototype fire station design consisting of a 3 bay and alternatively a 4 bay design for current and future fire station construction. It is the intent of this RFQ to select a CM/GC to perform duties as is typical in CM/GC project delivery commencing with fire station 15 located at Spike Road and Spring Lake Highway, Parcel key # 01385325. The selected Proposer will become the Construction Manager (CM) and shall be subject to receiving and passing an evaluation of past performance satisfactory to the County's construction representatives and procurement department.

If at any time during the construction of future stations the County deems it is in their best interests, the County will re-advertise for construction services and possible change in delivery methodology.

1.3. Contact Information

Alisa Pike

Procurement Coordinator

15470 Flight Path Drive

Brooksville, FL 34604

Email: alisap@co.hernando.fl.us

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

Department:

Hernando County Fire Emergency Services

Department Head:

Paul Hasenmeier

Fire Chief & Public Safety Director

1.4. Timeline

Advertisement	February 28, 2024
Pre-submittal Conference (Non-Mandatory)	March 6, 2024, 10:00am Hernando County Administration 15470 Flight Path Dr Brooksville, FL 34604

Date Questions Due	March 11, 2024, 5:00pm
Date Answers Due to all Firms (tentative)	March 13, 2024, 5:00pm

RFQ Submittal Due	<p>April 1, 2024, 10:00am</p> <p>Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hgSHA1eG1SZHNhYWN0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>---</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none">• +1 305 224 1968 US• +1 646 931 3860 US• +1 301 715 8592 US (Washington DC)• +1 309 205 3325 US• +1 312 626 6799 US (Chicago)• +1 646 558 8656 US (New York)• +1 669 444 9171 US• +1 669 900 6833 US (San Jose)• +1 689 278 1000 US• +1 719 359 4580 US• +1 253 205 0468 US• +1 253 215 8782 US (Tacoma)• +1 346 248 7799 US (Houston)• +1 360 209 5623 US• +1 386 347 5053 US• +1 507 473 4847 US• +1 564 217 2000 US <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRq</p>
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Consensus Scoring	April 24, 2024, 10:00am Hernando County Department of Public Works 1525 E. Jefferson St. Brooksville, Florida 34601
Oral Presentations (tentative)	May 15, 2024, 9:00am Hernando County Department of Public Works 1525 E. Jefferson St. Brooksville, Florida 34601

2. Project Details

2.1. Prototype Fire Station Construction Management Services

Hernando County seeks to provide for a high level of quality in the construction of its fire stations. The Construction Manager, the County and the Architect-Engineer, shall work jointly during through final construction completion.

The project will require full site work including but not limited to:

- Coordinate and obtain all permitting for the building and site improvements,
- Coordinate and obtain environmental permitting and mitigation of gopher tortoises,
- Coordinate implementation of
 - infrastructure,
 - storm water retention pond(s),
 - parking,
 - landscaping,
 - building,
 - furniture,
 - signalization as may be required,
 - fixtures and equipment.

A full detail and expectation of the CM/GC responsibilities are outlined in the attached sample CM/GC Contract and General Conditions of the Contract (Exhibit D Responsibility Matrix).

A sample design and specifications of an anticipated 3 bay fire station is attached (Exhibit A).

A draft site plan for fire station 15 is attached (Exhibit C).

The CM/GC will participate providing cost estimating information to assist in the decision-making process regarding constructability and cost associated with alternative building systems. The CM/GC will also advise on all the work falling within the County's available funding and schedule for completion of critical benchmarks, if applicable.

The CMGC shall participate in the review of the typical stages of construction documents to include conceptual, schematic, design development, construction and bidding documents to provide input relative to the constructability and staging of the project and its bid packages. It is assumed that there will be 4 bid packages.

1. Site development and foundation.
2. Structure and building envelope.

3. Interiors

4. Landscape and FF&E (Furniture, Fixtures & Equipment)

The contractor shall provide qualified sub-contractors during the bidding process. The County and Architect may participate in all bid openings and evaluations.

2.2. Construction Manager/General Contractor process

The Hernando County Board of County Commissioners anticipates using a Construction Manager/General Contractor (CM/GC) approach to project delivery.

Through the use of an Architect and a Construction Manager/General Contractor, a Guaranteed Maximum Price (GMP) will be established in conjunction with the Hernando County Board of County Commissioners. The CM/GC will evaluate, among other things, availability of materials and labor, project schedule, project costs as they relate to the established budget, and constructability, and will work with the Architect throughout the value engineering phases of the project.

Typically, the selection process for the CM/GC will begin following the selection of the Architect. Note that the architect for Fire Station 15 has been selected.

3. Contract Period

3.1. Limited Term Contract

The Contract resulting from this solicitation may not exceed five (5) years plus a ninety (90) day extension period if allowable to provide opportunity for completion of services, project and/or re-bid process. Contract terms exceeding the aforementioned term require Board approval if the maximum value would be exceeded to allow for completion of a project or re-bid process.

At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be extended, and the County alone will determine whether or not this extension period will be exercised based on its convenience and its best interest. The County will notify the Construction Manager, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract extension option and/or options.

Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Construction Manager shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

4. Pre-Qualification Submittals

4.1. Schedule & Submittals Due:

The above schedule listed in [Introduction](#) is tentative. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the schedule date and time.

Deadline for receipt via e-Procurement Portal is: Monday, April 1, 2024 at 10:00 am.

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

4.2. Deadline

Responses may be received up to but not later than Monday, April 1, 2024 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.

4.3. 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 sole responsibility of each Respondent to periodically check the site for any addenda at <https://secure.procurenow.com/portal/hermandocounty>

4.4. 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 questions. All answers to questions 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 questions.

4.5. GENERAL INFORMATION

- A. All respondents accept the conditions of this RFQ, including, but not limited to, the following:
 - 1. All submittals shall become the property of the Hernando County Board of County Commissioners and will not be returned.
 - 2. Late submittals shall not be evaluated. Facsimile submittals shall not be accepted.

3. Any restriction as to the use of submitted materials must be clearly indicated as proprietary. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary submittals will not be honored. Fee proposals will be considered proprietary.
4. The Hernando County Board of County Commissioners reserves the right to reject any or all proposals on the basis of being unresponsive to this RFQ or for failure to disclose requested information.
5. The Hernando County Board of County Commissioners shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.
6. The respondent has reviewed Appendixes E (Responsibility Matrix) and F (Sample Agreement) and by responding has agreed that the terms and conditions are expressly workable without reservation.

4.6. PREQUALIFICATION SUBMITTALS (STEP I)

- A. Respondent must comply with the following items, 1 through 6. The County retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the County.
 1. Submit your complete response of all material to Hernando County Board of County Commissioners via the e-Procurement Portal
<https://secure.procurenow.com/portal/hermandocounty> .
 2. Submittals shall be answered in the [Vendor Submissions](#) section of the RFQ.
 3. Submittals shall be evaluated in accordance with criteria as indicated in section [Evaluation Phases](#).
 4. Response to all items shall be complete.
 5. All references shall be current and relevant.
 6. Complete and execute the appropriate Acknowledgment and Attestation question that can be found in [Vendor Submissions](#).

5. Oral Presentations/Cost Proposals

5.1. SELECTION

From the submittals received, highest qualified respondents shall be identified using the scoring indicated in section 6 titled: "Evaluation Phases."

5.2. ORAL PRESENTATION

Oral presentations may be conducted for the highest ranked firm(s) identified to meet the required qualifications pursuant to section 5.1 above. Interview times and location will be arranged by the Hernando County Board of County Commissioners Procurement personnel and all selected firms will be notified in advance. At the option of the County, a visit to the selected firm(s) managing home office and/or representative field office may be required.

5.3. COST PROPOSALS

After reviewing the proposals and oral presentations (if necessary) from the highest qualified Proposers, only selected firms are required to submit their sealed cost proposals.

A Cost Proposal shall be accompanied with sufficient detail to clearly identify the fee for service and include a detailed schedule of estimated (not-to-exceed) reimbursable and non-reimbursable costs. Percentage of the cost of work is not an acceptable value. The Cost Proposal should be prepared independently in accordance with the following:

- A. Any specific services requested in the RFQ and its appendices that are not included should be clearly identified. Exclusion of any required service may result in the proposal being found non-responsive.
- B. Provide a CM/GC staff schedule with staff by name, position and man-hours (assume 8-hour days) per month estimated on the project.
- C. Provide a detailed estimate of reimbursable costs including breakdown of direct salaries and payroll fringes (DPE) for on-site CM/GC personnel associated with the services. Not-to-exceed reimbursable expenses shall be provided at direct cost.
- D. Provide a detailed estimate of non-reimbursable expenses (included in fee).
- E. The Hernando County Board of County Commissioners reserves the right to reject any Cost Proposal not prepared in the above manner. Proposals that exceed the available funds may be rejected outright but the Hernando County Board of County Commissioners reserves the right to negotiate a reasonable fee for service within the available funds. The CM/GC contract will be a bonded lump sum contract including not-to-exceed reimbursables with a Guaranteed Maximum Price to encompass all construction work; some not-to-exceed allowances may be included as directed by the Hernando County Board of County Commissioners.
- F. This Fee Proposal is a binding offer to perform the services associated with the Scope of Services described in this RFQ and the **Designated Services and Method of Payment Matrix in Appendix**

B. The Hernando County Board of County Commissioners reserves the right to negotiate a cost adjustment based on scope clarification subsequent to selection and prior to contract execution.

G. Provide a Summarized Fee Proposal utilizing sample in **Appendix F Summarized Fee Proposal**.

5.4. METHOD OF SELECTION AND AWARD

The PRSC (Procurement Review Selection Committee) shall complete an evaluation of qualifications and in accordance with the criteria as indicated in section 6. Evaluation Phases. The selection of the most qualified firm will be evaluated per [Evaluation Phases](#).

The final fee amount is subject to negotiation. Award and contract will be contingent on availability of key proposed Project Management Team staff.

6. Evaluation Phases

PREQUALIFICATION EVALUATION

- A. The Procurement Review Selection Committee (PRSC) will review all Proposals received and establish a list of highest ranked firms 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 below.
- B. Proposal Opening: Proposal submittals shall be received and publicly opened. Only the names of Respondents will be read at this time.
- C. Compliance: A preliminary evaluation by the County shall determine whether each received proposal is complete and compliant with all instructions and/or submittal requirements in the RFQ. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration. Firm proposals that are compliant are advanced to the written evaluation stage.
- D. Written Evaluation: The County will evaluate written proposals according to the criteria outlined above and described further in the "Evaluation Phases" section of this RFQ. The highest ranked proposals will advance to Oral Presentations as deemed appropriate by the Evaluation Team.
- E. Oral Presentations (as necessary): Vendors that are advanced to this stage will be required to complete oral presentations and interviews with County Evaluators. The presentations will be evaluated by the PSRC. The County will rank order firms by evaluation score and begin negotiations with the most qualified firm.
- F. Negotiations: If the Committee or the Board is unable to negotiate a satisfactory Contract with the first selected Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or, if no agreement can be reached, the Board may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

6.1. Evaluation of Written Proposal

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	QUALIFICATIONS OF THE FIRM(S) <ul style="list-style-type: none"> • Provide a description of the composition and management structure of your firm. Identify the firm's roles and responsibilities and relevant experience with projects of similar scope and complexity and similar fast track project delivery methods. Describe how the firm's experience will relate to the success of this project. • Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination. • Provide a detailed description of the process of how your firm selects qualified sub-contractors and manages them effectively on complex multi-phased projects. • Provide a detailed description of how your firm will maximize the construction work force on this project. • Provide your firms' safety record over the last ten years and describe your firms' efforts to retain and support employees. 	Points Based	25 (25% of Total)
2.	QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS <ul style="list-style-type: none"> • Describe the qualifications and relevant experience of the superintendent including demonstrated experience working on projects of similar scope and complexity and time commitment for this project. • Describe the qualifications and relevant experience of other key in-house staff and time commitments for this project. • Identify all current office locations of the assigned staff and any other resident expertise intended to be provided under this RFQ. 	Points Based	25 (25% of Total)

3.	PROJECT MANAGEMENT APPROACH <ul style="list-style-type: none">• Provide a strategic project approach summary: Include discussion of your firm's approach in providing successful Construction Management/General Contracting services based on prior experience in cost, schedule and quality effectiveness. Include specific examples (1–2-page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).• Provide a description of construction work Project Management Team has capability to competitively bid and self-perform, including qualifications to do such. It is the perception of the Hernando County Board of County Commissioners subcontracting CM/GC construction work is in the Hernando County Board of County Commissioners best interest in terms of price competition. The Hernando County Board of County Commissioners may, at its discretion, limit the types and amount of work Project Management Team bids and self-performs.	Points Based	20 (20% of Total)
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4.	<p>PRIOR PROJECT EXPERIENCE/SUCCESS</p> <p>Select your three (3) most relevant projects and provide, at a minimum, the following:</p> <ul style="list-style-type: none"> • The project/contract name • Description of services provided. • Overall construction cost of project, as applicable, including initial contract value and change orders including reasons for change orders. • Organizational structure of service delivery under the contract (include the owner's organization as it interfaced with the respondent's contract) • Key assigned in-house staff (name and title) • Subcontracts (service) used in the performance of the contract. • Schedule history • Reference(s) for Owner and Architect as described in IV.E • Continuing services, if any <p>A. Timeliness: In general, Construction Management/General Contracting work is seen as successful if it is on time, on budget, and of high quality of workmanship. Timeliness is generally based on completion by the originally scheduled date and is indicated by a Certificate of Occupancy. Please demonstrate for each of the above projects how timely delivery occurred.</p> <p>B. Budget Considerations: Similar to timeliness, being on budget historically means the work was completed within the originally identified available budget. For purposes of this RFQ, the Hernando County Board of County Commissioners is interested not only in being within budget but also in the respondent's ability to address and implement the following issues as well:</p> <ol style="list-style-type: none"> 1. Conceptual estimating 2. Value analysis 3. Alternate solutions 4. Scope reduction that maintains project function 5. Cost/benefit analysis <p>Demonstrate for the above projects examples</p>	Points Based	30 (30% of Total)
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	<p>of how you accomplished the above cost control services.</p> <ul style="list-style-type: none"> • Quality: Construction quality has the obvious traditional connotations (workmanlike, in compliance with the specifications, normal standard of care, etc.). Demonstrate for the above project examples how a high quality of workmanship was achieved. • Services Disruption: Demonstrate how your services on the above project examples dealt with issues of disruption at existing facilities, etc. if applicable. • Project Acceptability: Please discuss how your Construction Management/General Contracting services helped achieve owner satisfaction with regard to project quality and acceptability on your project examples. • Compliance: Provide information on how compliance with industry standards of care, building codes, etc. was achieved. 		
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6.2. Oral Presentations (as required)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS</p> <p>A. Given that the design is a prototype, what efforts and value do you bring to the pre-construction phase of the project?</p> <p>B. Describe/list your experience with long lead items, early release packages and material cost increases as well as any other strategies for maintaining schedule/budget during construction.</p>	Points Based	50 (50% of Total)

2.	PROJECT MANAGEMENT APPROACH	Points Based	50 <i>(50% of Total)</i>
	<p>A. Describe your firm's approach to clash detection and resolution regarding MEP-FP, Structural and Architectural coordination during the construction phase.</p> <p>B. Describe your quality control procedures from document processing through zero punch list.</p> <p>C. Describe how your firm would handle the construction of simultaneous prototype projects.</p> <p>D. Describe your typical day and responsible person for communicating with the design team and owner. This could be RFI's, change events, submittals, pay application etc.</p> <p>E. This is a GMP project. What do you consider worthy of utilizing owner's contingency for?</p> <p>F. Describe strategies for dealing with qualified/skilled labor shortages as it pertains to project scheduling and subcontractor coordination.</p> <p>G. Describe a difficult project issue and how it was resolved.</p>		

7. CM/GC Contract Information

A. Carefully review the CM/GC Contract sample (**Appendix B**) before initiating your response submittal. Any exceptions to the contract must be communicated formally in accordance with the written questions schedule in [Introduction](#).

B. The Hernando County Board of County Commissioners reserves the right to make non-material changes to the appended model agreement, including additions and /or modifications that may be necessary to more completely describe the services defined or implied herein.

C. Any approved reimbursable expenses made under the terms of the final agreement shall be a direct pass-on cost with no adjustment to the fee described therein.

D. Any and all products, systems, methods, and procedures developed, as a result of this agreement shall remain the exclusive property of the Hernando County Board of County Commissioners.

E. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Construction Manager covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed utilized by the professional in the performance of the contract.

2. Protection of Person and Property:

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

3. MINIMUM INSURANCE REQUIREMENTS: Construction Manager 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.

4. Workers' Compensation: As required by law:

State.....Statutory

APPLICABLE FEDERAL.....Statutory

EMPLOYER'S LIABILITY.....Minimum:

\$100,000.00 each accident

\$100,000.00 by employee

\$500,000.00 policy limit

Exemption per Chapter 440, F.S.: If a Construction Manager has less than three (3) employees and states that they are exempt per Chapter 440, F.S., 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/>

5. 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.....\$1,000,000.00

GENERAL AGGREGATE\$2,000,000.00

PERSONAL/ADVERTISING INJURY.....\$1,000,000.00

PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)

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

FIRE DAMAGE (Any one (1) fire.....\$50,000.00

MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00

6. Additional Insured: Construction Manager 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.

7. Waiver of Subrogation: Construction Manager 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 Construction Manager to enter into a pre-loss agreement to waive subrogation without an endorsement, then Construction Manager agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Construction Manager enter into such an agreement on a pre-loss basis.

8. 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

9. PROFESSIONAL LIABILITY (if applicable it will be noted below separately): 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 \$3,000,000.00. The contractor providing the engineered plans will be responsible in providing professional liability of \$3,000,000.00.

10. EXCESS/UMBRELLA LIABILITY:

Construction Manager shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$2,000,000.00. Limits can be increased, based on contract. (For Category B technical specifications, Longshoreman's Insurance is required.)

11. Builder's Risk Coverage - The Construction Manager shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to final acceptance of the Project.

12. POLLUTION LIABILITY (if applicable it will be noted below separately):

13. SUBCONTRACTORS (if applicable): Upon request, all subcontractors hired by said Construction Manager are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regard to General Liability.

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

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

Construction Manager 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 Construction Manager's insurer. If the Construction Manager 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, Construction Manager agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder shall read: Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604

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 Construction Manager.

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.

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. The Construction Manager shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

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

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

8. Acknowledgement and Attestation

- A. Several versions of the Acknowledgment and Attestation Form follow this section. Proper completion of the appropriate form is a mandatory requirement for a respondent to be considered responsive to this RFQ Prequalification Submittal.
- B. Qualifications made by a respondent in executing this form may render a submittal non-responsive as determined by the Hernando County Board of County Commissioners.

9. Termination and Suspension of Work

1. The County may, by written notice to the Construction Manager, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Construction Manager fails to:
 1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
 2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
 3. Make progress so as to endanger performance of this Contract.
 4. Perform any of the other provisions of this Contract.
2. Prior to termination for default, the County will provide adequate written notice to the Construction Manager through the Chief Procurement Officer, Procurement Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Construction Manager in accordance with the County's Procurement Ordinance. The Construction Manager and its sureties (if any) shall be liable for any damage to the County resulting from the Construction Manager's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.
3. In the event of termination by the County for any cause, the Construction Manager will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the County the Construction Manager shall:
 1. Stop work on the date and to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.
4. If the Construction Manager's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Construction Manager, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
1. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The county notice of termination may provide the Construction Manager thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.
2. Construction Manager May Stop Work or Terminate:
 1. If, through no act or fault of Construction Manager, (i) the work is suspended for more than ninety (90) consecutive days by County or under an order of court or other public authority, or (ii) Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or (iii) County fails for thirty (30) days to pay Construction Manager any sum finally determined to be due, then Construction Manager may, upon seven (7) days written notice to County and Engineer, and provided County or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from County.
 2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an application for payment within thirty (30) days after it is submitted, or County has failed for thirty (30) days to pay Construction Manager any sum finally determined to be due, Construction Manager may, seven (7) days after written notice to County and Engineer, stop the work until payment is made of all such amounts due Construction Manager, including interest thereon. The provisions of this paragraph are not intended to preclude Construction Manager from making a claim as described in above Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "Claims", for an

adjustment in contract price or contract times or otherwise for expenses or damage directly attributable to Construction Manager's stopping the work as permitted by this paragraph.

3. County May Suspend Work: County may suspend work at any time and without cause, for a period of not more than ninety (90) consecutive days by notice in writing to Construction Manager and Engineer which will fix the date on which work will be resumed. Construction Manager shall resume the work on the date so fixed. Construction Manager shall be granted an adjustment in the contract price or an extension of the contract times, or both, directly attributable to any such suspension if Construction Manager makes a claim therefore as provided in above Section titled: "CHANGES IN THE WORK; CLAIMS".
4. County May Terminate for Cause:
 1. The occurrence of any one (1) or more of the following events will justify termination for cause:
 1. Construction Manager's persistent failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under above Section titled "STARTING THE WORK" Paragraph A. 2. a. as adjusted from time to time pursuant to above Section titled "CONTRACTOR'S RESPONSIBILITY" Paragraph titled "Progress Schedule";
 2. Construction Manager's disregard of laws or regulations of any public body having jurisdiction;
 3. Construction Manager's disregard of the authority of Engineer; or
 4. Construction Manager's violation in any substantial way of any provisions of the Contract Documents.
 2. If one (1) or more of the events identified in above Paragraph E. 1. occur, County may, after giving Construction Manager (and surety) seven (7) days written notice of its intent to terminate the services of Construction Manager:
 1. In exercising the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "County May Correct Defective Work", County shall proceed expeditiously. In

connection with such corrective or remedial action, County may exclude Construction Manager from all or part of the site (without liability to Construction Manager for trespass or conversion), take possession of all or part of the work and suspend Construction Manager's services related thereto, take possession of Construction Manager's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which County has paid Construction Manager but which are stored elsewhere. Construction Manager shall allow County, County's representatives, agents and employees, County's other Construction Manager, and Engineer and Engineer's consultants access to the site to enable County to exercise the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "County May Correct Defective Work".

2. Complete the work as County may deem expedient.
3. If County proceeds as provided in Paragraph E. 2 above, Construction Manager shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by County arising out of or relating to completing the work, such excess will be paid to Construction Manager. If such claims, costs, losses, and damages exceed such unpaid balance, Construction Manager shall pay the difference to County. Such claims, costs, losses, and damages incurred by County will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a change order. When exercising any rights or remedies under this paragraph County shall not be required to obtain the lowest price for the work performed.
4. Notwithstanding above Paragraphs E. 2. and E. 3., Construction Manager's services will not be terminated if Construction Manager begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.
5. Where Construction Manager's services have been so terminated by County, the termination will not affect any rights or remedies of County against Construction Manager

then existing or which may thereafter accrue. Any retention or payment of moneys due Construction Manager by County will not release Construction Manager from liability.

6. If and to the extent that Construction Manager has provided a Performance Bond under the provisions of above section, titled: "PERFORMANCE AND PAYMENT BOND", the termination procedures of that bond shall supersede the provisions of above Paragraphs E. 2. and E. 3.
5. Litigation:
 1. Should the County be temporarily prohibited or enjoined from proceeding with the work herein contemplated, the Construction Manager shall not be entitled to any claim or damages, or otherwise, nor may the Construction Manager withdraw from the Contract except by and with the consent of the County. Construction Manager shall, however, be entitled to an extension of time for completion of the work equal to the time of such interruption or delay as determined and certified by the County Designated Representative.
 2. If the County is permanently prohibited or enjoined from proceeding with the work herein contemplated, the County may terminate this Contract and pay the Construction Manager a sum equal to all expenses legitimately incurred by him in connection with this work, plus ten percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the Construction Manager. The sum thus computed shall be paid to the Construction Manager within thirty (30) days after the County shall have terminated this Contract and the payment of said sum shall be payment in full for any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.

10. Vendor Submissions

10.1. [Acknowledgement and Attestation*](#)

By responding to this RFQ, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

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

Please acknowledge below that you confirm the above statement:

☐ Please confirm

*Response required

10.2. [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

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

Certification that Construction Manager 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 Construction Manager 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 Construction Manager 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

10.4. Sworn Statement

10.4.1. 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

10.4.2. 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

10.5. Authorized Signatures/Negotiators

*10.5.1. Authorized Signatures/Negotiators **

Please provide the information to support the statement below:

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

Name(s)

Title(s)

E-mail(s)

Phone no (s)

*Response required

*10.5.2. Type of Organization **

Please select your organization type:

☐ Sole Proprietorship

☐ Partnership

☐ Joint Venture

☐ Corporation

*Response required

*10.5.3. Company ID**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

*Response required

*10.5.4. W9 Form**

Please upload your company's W9 information

*Response required

*10.5.5. 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

10.6. Local Vendor Affidavit of Eligibility

*10.6.1. Local Vendor Affidavit - 12 Month Minimum**

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

☐ Yes

☐ No

*Response required

*10.6.2. Proof of Real Property Tax**

Please upload your proof of Real Property Tax

*Response required

*10.6.3. Copy of Florida Division of Corporations Annual Report**

Please upload a copy of your Florida Division of Corporations Annual Report

*Response required

10.7. E-Verify Certification

*10.7.1. E-Verify Certification **

Construction Manager acknowledges and agrees to the following:

Construction Manager 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 Construction Manager during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Construction Manager to perform work pursuant to the Contract with the department.

☐ Please confirm

*Response required

10.8. Construction Contractor Qualification Requirements

*10.8.1. Contract Manager (CM) / General Contractor (GM)**

Proposer must provide resumes of Contract Manager (CM) / General Contractor (GM) listing qualifications, experience, education and training. The Contract Manager (CM) / General Contractor (GM) must have adequate experience, generally considered as a working Contract Manager (CM) / General Contractor (GM) on a minimum of two (2) projects, similar in size and scope to the Hernando County Fire Station Prototype, within the past seven (7) years.

*Response required

*10.8.2. References **

Bidder 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 Bidder's performance on the specific project performed by the Bidder. 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 ITB. 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

10.8.3. Key Subcontractors*

Each Bidder 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 "Bidder" if the Bidder 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

10.8.4. Construction Manager's License*

The Bidder must be a registered to do business in the State of Florida. **All Bidder's 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 Bidder's team. Provide license information below for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

*Response required

10.8.5. Organization Chart*

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

*Response required

10.8.6. Project Manager and Superintendent Qualifications*

Bidder 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 RFQ for Construction Manager/General Contractor for Hernando County Fire Station Prototypes, within the past seven (7) years.

*Response required

10.8.7. Bidder/Key Subcontractor Specific Qualifications*

Bidder must demonstrate Bidder's/Key subcontractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided.

- A. Document prior experience in construction of individual earthwork projects involving site clearing, excavating, hauling, placing, grading and compacting for a minimum of 300,000 cubic yards of soil.
- B. Document prior experience in construction of soil bentonite backfill cut-off walls using slurry trench excavation methods for a minimum distance of 1 mile at a minimum depth of 20 feet.
- C. Document prior experience in construction of surface water intake structures and associated pump stations of a minimum design capacity of 30 cubic feet per second (20 million gallons per day).
- D. Document prior experience in planting and establishing wetland plants within a minimum constructed area of 100 acres.

*Response required

10.9. Construction Manager's License

10.9.1. Construction Manager's License*

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

*Response required

10.9.2. Additional Required Forms

10.9.3. Trench Safety Act Compliance *

Please download the below documents, complete, and upload.

- [Trench Safety Act Compliance...](#)

*Response required

10.9.4. Corporate Affidavit *

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

*Response required

10.9.5. Vendor Certification Regarding Scrutinized Companies*

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

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

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

☐ Please confirm

*Response required

10.10. Hernando County Employment Disclosure Certification Statement

10.10.1. *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

10.10.2. *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

10.10.3. *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...](#)

10.11. Vendor Survey

10.11.1. Vendor Survey *

Please provide information on where you received the knowledge of the bid/request for Proposals (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

10.11.2. Vendor Survey - Other

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

10.11.3. 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

10.12. 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:

10.12.1. QUALIFICATIONS OF THE FIRM(S)*

- Provide a description of the composition and management structure of your firm. Identify the firm's roles and responsibilities and relevant experience with projects of similar scope and complexity and similar fast track project delivery methods. Describe how the firm's experience will relate to the success of this project.
- Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination.
- Provide a detailed description of the process of how your firm selects qualified sub-contractors and manages them effectively on complex multi-phased projects.

- Provide a detailed description of how your firm will maximize the construction work force on this project.
- Provide your firms' safety record over the last ten years and describe your firms' efforts to retain and support employees.

*Response required

10.12.2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS*

- Describe the qualifications and relevant experience of the superintendent including demonstrated experience working on projects of similar scope and complexity and time commitment for this project.
- Describe the qualifications and relevant experience of other key in-house staff and time commitments for this project.
- Identify all current office locations of the assigned staff and any other resident expertise intended to be provided under this RFQ.

*Response required

10.12.3. PROJECT MANAGEMENT APPROACH*

- Provide a strategic project approach summary: Include discussion of your firm's approach in providing successful Construction Management/General Contracting services based on prior experience in cost, schedule and quality effectiveness. Include specific examples (1–2-page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).

- Provide a description of construction work Project Management Team has capability to competitively bid and self-perform, including qualifications to do such. It is the perception of the Hernando County Board of County Commissioners subcontracting CM/GC construction work is in the Hernando County Board of County Commissioners best interest in terms of price competition. The Hernando County Board of County Commissioners may, at its discretion, limit the types and amount of work Project Management Team bids and self-performs.

*Response required

10.12.4. PRIOR PROJECT EXPERIENCE/SUCCESS*

Select your three (3) most relevant projects and provide, at a minimum, the following:

- The project/contract name
- Description of services provided.
- Overall construction cost of project, as applicable, including initial contract value and change orders including reasons for change orders.
- Organizational structure of service delivery under the contract (include the owner's organization as it interfaced with the respondent's contract)

- Key assigned in-house staff (name and title)
- Subcontracts (service) used in the performance of the contract.
- Schedule history
- Reference(s) for Owner and Architect as described in IV.E
- Continuing services, if any

A. **Timeliness:** In general, Construction Management/General Contracting work is seen as successful if it is on time, on budget, and of high quality of workmanship. Timeliness is generally based on completion by the originally scheduled date and is indicated by a Certificate of Occupancy. Please demonstrate for each of the above projects how timely delivery occurred.

B. **Budget Considerations:** Similar to timeliness, being on budget historically means the work was completed within the originally identified available budget. For purposes of this RFQ, the Hernando County Board of County Commissioners is interested not only in being within budget but also in the respondent's ability to address and implement the following issues as well:

1. Conceptual estimating
2. Value analysis
3. Alternate solutions
4. Scope reduction that maintains project function
5. Cost/benefit analysis

Demonstrate for the above projects examples of how you accomplished the above cost control services.

- **Quality:** Construction quality has the obvious traditional connotations (workmanlike, in compliance with the specifications, normal standard of care, etc.). Demonstrate for the above project examples how a high quality of workmanship was achieved.
- **Services Disruption:** Demonstrate how your services on the above project examples dealt with issues of disruption at existing facilities, etc. if applicable.
- **Project Acceptability:** Please discuss how your Construction Management/General Contracting services helped achieve owner satisfaction with regard to project quality and acceptability on your project examples.
- **Compliance:** Provide information on how compliance with industry standards of care, building codes, etc. was achieved.

*Response required

10.12.5. Upload Full Proposal Package (in Sections) *

Please upload full proposal and upload sections 12.1 through 12.4 separately.

*Response required

10.13.Optional

10.13.1. Optional Upload of additional Information

Please upload any optional/additional information not requested elsewhere.

*10.13.2. PROPOSER'S CERTIFICATION***

I have carefully examined the Request for Qualifications (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 hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my 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.

NO EXCEPTIONS ALLOWED AFTER THE RFQ IS SUBMITTED:

☐ I take NO exceptions

☐ I take Exceptions, explained in the subsequent answer

*Response required

10.13.3. Exceptions

If you selected "Exceptions" in the preceding question, please upload your exceptions to this RFQ per instructions in item A and B below.

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.