

CONTINUING TRAFFIC ENGINEERING SERVICES

23-RFQ00414/CR

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
Continuing Traffic Engineering Services

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Attachments:

A - Exhibit A Sample Contract (Task Orders - Continuing Engineering Services)

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 Continuing Traffic Engineering Services including comprehensive traffic engineering design, investigation and analysis, and inspection services required in connection with the development and improvement of the Hernando County transportation infrastructure.

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	November 1, 2023
Date Questions Due	November 13, 2023, 5:00pm
Date Answers Due to all Firms	November 15, 2023, 5:00pm

<p>RFQ Submittal Due</p>	<p>December 4, 2023, 10:00am</p> <p>Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hgSHA1eG1SZHNhYWN0SUVndWQ0UT09</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/u/aez7DQVcRq</p>
<p>Submittal Consensus Scoring (tentative)</p>	<p>January 3, 2024</p> <p>TBD</p>
<p>A/E Interview List Released (tentative)</p>	<p>January 5, 2024</p>
<p>A/E Oral Interviews (if applicable)</p>	<p>January 17, 2024</p>

Contract Approval (projected)	March 12, 2024
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2. SOLICITATION - OFFER - AWARD

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Narverud, Vice Chairman

Steve Champion, Second Vice Chairman

Brian Hawkins

Jerry Campbell

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT

via Hernando County's eProcurement Portal

Carla Rossiter-Smith

Chief Procurement Officer

Add Item

3. PROJECT DETAILS

3.1. 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 (\$500,00).

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. The County reserves the right to award to more or fewer firms.

In order to be considered, firms must be able to demonstrate significant knowledge in providing the type of consulting services requested including standards of design and construction, Hernando County development criteria, including the Division of Transportation Services and Hernando County Utilities criteria, Florida Department of Transportation (FDOT) road specifications, Manual on Uniform Traffic Control Devices (MUTCD) 2009 with Revision Numbers 1 and 2 criteria, Southwest Florida Water Management District (SWFWMD) regulations, and Department of Environmental Protection (DEP) regulations.

The professional services may be required for various projects to be issued in separate Task Orders, including, but not limited to:

3.2. Engineering Design

- A. Design of traffic signals (including pedestrian signal and school beacons);
- B. Design of fiber optic interconnections between existing and/or proposed traffic signals and Intelligent Transportation Systems (ITS) facilities;
- C. Design of ancillary intersection improvements including turn lanes associated with signal design;
- D. Design of traffic calming devices (including round-a-bouts);
- E. Design of signage and pavement marking plans to include compliance with the most current edition of the Manual of Uniform Traffic Control Devices (MUTCD);
- F. Design of Temporary Traffic Control (TTC) Plans (formally Maintenance of Traffic or MOT Plans) for planned events and emergency situations;

- G. Design projects shall include all utility locations/relocations, drainage, determination of right-of-way requirements, and maintenance of traffic/detour plans;
- H. Design project deliverables shall include signed and sealed plans and specifications, any applicable regulatory approvals and permits, and a tabulation of quantities and cost estimate to enable the County to competitively bid out the project.

Perform investigations for the determination and documentation for specific traffic controls, including stop sign placement, regulatory and advisory speed studies, pavement marking placement for passing zones, school zone traffic control and school zone student crossings, and traffic signal warrant analysis.

Review of plans and documentation prepared by other consulting firms for development projects for conformance with County standards and for impacts upon County roadways.

Review of traffic impact analyses prepared by consulting firms for commercial and residential development projects for accuracy, adequacy and for impacts upon County roadways. May include initial consultation for Developments of Regional Impact (DRI) or large-scale Comprehensive Plan Amendments.

Provision of construction engineering inspection (CEI) services during construction of traffic signal, intersection and turn lane projects including material and structural submittals review and approval.

Technical assistance with Hernando County Residential Traffic Control Program and with safety audits. This program enables Hernando County residents to register traffic concerns with the County Engineer's office. Citizen concerns run the gamut of traffic engineering (i.e., speeding, traffic volume, signs and markings, and traffic calming). The selected firm(s) will assist the County by collection of field conditions and data, review and analysis of field data, formulation of recommendation/solutions, and report preparation.

The Scope of Work for each project will be negotiated on a rotating basis as the need for each project arises.

3.3. 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.

4. SELECTION PROCESS

4.1. 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.

4.2. 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, December 4, 2023 at 10:00 am.

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

4.3. Deadline

Responses may be received up to but not later than Monday, December 4, 2023 at 10:00 am via the Hernando County Board of County Commissioners e-Procurement Portal located at <https://secure.procurenow.com/portal/hernandocounty>. The Hernando County Board of County Commissioners e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The Hernando County Board of County Commissioners strongly recommends completing your response well ahead of the deadline

4.4. 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/hernandocounty>

4.5. 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/hernandocounty>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Hernando County Board of County Commissioners e-Procurement Portal. Respondents may also click "Follow" on this RFQ to receive an email notification when answers are posted. It is the responsibility of the Respondents to check the website for answers to inquiries.

5. 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:

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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

5.5. E. WORK COORDINATION

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.

6. EVALUATION PHASES

6.1. Evaluation of Written Proposal

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>PROJECT TEAM</p> <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	20 <i>(20% of Total)</i>
2.	<p>FIRM CAPABILITIES</p> <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 <i>(20% of Total)</i>
3.	<p>PRIOR EXPERIENCE</p> <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 <i>(20% of Total)</i>

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

6.2. 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	20 <i>(20% of Total)</i>

2.	<p>TEAM CAPABILITIES</p> <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 <i>(20% of Total)</i>
3.	<p>PRIOR EXPERIENCE</p> <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 <i>(20% of Total)</i>
4.	<p>PROJECT APPROACH</p> <ul style="list-style-type: none"> ● Budget methodology/cost control. ● Quality control methodology. ● Schedule maintenance methodology. 	Points Based	20 <i>(20% of Total)</i>
5.	<p>WORK COORDINATION</p> <ul style="list-style-type: none"> ● Methods of coordination and communication 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	20 <i>(20% of Total)</i>

7. 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.

8. 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.

9. TERMS AND CONDITIONS

1. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
2. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
3. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
4. The Contract that the County intends to use for award is attached as Exhibit "A" for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.
5. Information regarding Committee scheduling and Board approvals are available by calling the Procurement 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.

10. INDEMNITY, SAFETY AND INSURANCE PROVISIONS

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

2. PROTECTION OF PERSONS AND PROPERTY:

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

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

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

3.1 WORKERS' COMPENSATION: As required by law:

STATE.....Statutory

APPLICABLE FEDERAL.....Statutory

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

\$100,000 by employee

\$500,000 policy limit

Exemption per Florida Statutes, Chapter 440: If a Consultant/Firm has less than three (3) employees and states that they are exempt per Florida Statutes, Chapter 440 (Current Edition), they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.

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

3.2 GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under

indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

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

Per Project Aggregate (if applicable)

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

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

3.3 ADDITIONAL INSURED: Consultant/Firm agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

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

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

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL).....\$1,000,000,000, 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.

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.

11. MAINTENANCE OF RECORDS

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

1. Keep and maintain records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

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

12. SHORTLISTS, PROTESTS AND LOBBYING

The recommended short list of firms will be posted for review by interested parties at the Procurement Department eProcurement Portal following Professional Services Review Committee approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site: www.Hernandocounty.us/purchasing.

13. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (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 Procurement Department and shall be made available to the public upon request. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Consultant or representative to debarment. Nothing in the Ordinance prevents a Vendor/Consultant or representative from taking part in a public meeting concerning the solicitation.

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

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

14. E-VERIFY

1. Consultant/Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
2. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
3. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
 - 3.1 The County's 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. RESPONSIVENESS OF THE PROPOSAL/DISQUALIFICATION

1. A responsive Proposal is one that complies with and conforms to the requirements of this Request for Qualifications. A Proposal requiring changes to any portion of this Request for Qualifications may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Qualifications may be deemed non-responsive.
2. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, and (5) improper and/or undated signatures.
3. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation concerning a Hernando County previously awarded Contract.
4. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed Sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS

After the Request for Qualifications due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review of Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Qualifications. The review may also serve to verify whether the Proposer has 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. VENDOR SUBMISSIONS

32.1. [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

32.2. [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

32.3. 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

32.4. Sworn Statement

32.4.1. 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

32.4.2. 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

32.5. Authorized Signatures/Negotiators

32.5.1. 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

32.5.2. Type of Organization *

Please select your organization type:

Sole Proprietorship

Partnership

Joint Venture

Corporation

*Response required

32.5.3. Company ID*

Please Provide Your:

State of Incorporation:

Federal I.D. NO.:

*Response required

32.5.4. W9 Form*

Please upload your company's W9 information

*Response required

32.5.5. 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

32.6. Local Vendor Affidavit of Eligibility

32.7. E-Verify Certification

32.7.1. 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

32.7.2. 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

32.7.3. 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

32.7.4. 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

32.7.5. Organization Chart*

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

*Response required

32.7.6. Project Manager Qualifications*

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

*Response required

32.8. Vendor/Contractor's License

32.8.1. Vendor/Contractor's License*

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

*Response required

32.9. Additional Required Forms

32.9.1. Corporate Affidavit *

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

*Response required

32.9.2. 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

32.10. Hernando County Employment Disclosure Certification Statement

*32.10.1. 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

*32.10.2. 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

32.10.3. 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...](#)

32.11. Vendor Survey

*32.11.1. 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

32.11.2. Vendor Survey - Other

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

32.11.3. 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

32.12. 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:

32.12.1. 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

32.12.2. 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

32.12.3. 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

32.12.4. 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

32.12.5. 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

32.12.6. 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

32.12.7. 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

32.13. Additional Uploads

32.13.1. Additional Uploads

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

32.13.2. 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.

32.13.3. 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

**CONTINUING ENGINEERING SERVICES
CONTRACT NO.**

This Contract made and entered into this ____ day of _____, 20__, by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, located at 15470 Flight Path Drive, Room #263, Brooksville, FL 34604 hereinafter referred to as the "COUNTY" and _____, located at _____ hereinafter referred to as the "ENGINEER".

PREMISES

WHEREAS, the COUNTY desires to retain the ENGINEER to perform Continuing Professional Engineering Services for Hernando County; to be issued as project assignments under individual Task Orders;“

WHEREAS, the COUNTY desires to employ the ENGINEER for the performance of Engineering services upon the terms and conditions hereinafter set forth, and the ENGINEER is desirous of performing such services upon such terms and conditions; and,

WHEREAS the Engineering Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055 (Current Edition), Florida Statutes and Hernando County Policy, latest revision,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 - DEFINITIONS

1.1 DEFINITIONS

“ENGINEER” shall be defined herein to include all principals of the firm of _____, including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the ENGINEER to perform its obligations hereunder. Sub-Consultants shall be reviewed and approved by the COUNTY prior to Notice-to-Proceed with their prospective work assignments.

“Task Order” shall be defined as a project assignment issued by a document approved and authorized by the County that sets forth the scope of services (described in Exhibit A and attached hereto) to be performed by the Engineer at a fixed contract price in accordance with this agreement.

SECTION 2 – GENERAL RESPONSIBILITIES OF THE ENGINEER

2.1 ASSIGNMENT

This agreement is for Continuing Professional Engineering Services for projects located in Hernando County. It is understood that the Professional Service projects awarded under this agreement will be assigned on a rotating basis by the issuance of a Task Order, provided that; (1) there is no conflict of interest relating to the project assignment either by the Engineer or any principal of the Engineer; (2) the Engineer’s schedule and/or workload permits completion of the project in the time frame acceptable to the County and (3) the Engineer’s cost proposal for completing the Task Order is within the budget available for the work. Should any of these exceptions occur, the next firm on the project rotation schedule would be assigned the project. It is understood that the COUNTY may also elect to competitively select a Professional for a specific and/or specialized project.

2.2 PERSONNEL APPROVAL

The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this contract to ensure acceptable and timely completion of the Assignment.

Prior to the start of any work under this contract, the ENGINEER must submit to the COUNTY for approval, a detailed resume of key engineering personnel that will be involved in performing services described in the Assignment. At any time, the ENGINEER desires to change the key engineering personnel on an active assignment, it shall submit the qualifications of the new engineering personnel to the COUNTY for prior approval. Key engineering personnel shall include principals-in-charge, project managers and project ENGINEER'S. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.

2.3 OTHER CONSULTANTS

Certain and agreed upon Sub-Consultant Services may constitute a specialized Task Order requiring the independent Sub-Consultant to work directly with the COUNTY.

The ENGINEER acknowledges that the COUNTY has retained other consultants, engineering or other professional services, and the coordination between said consultants and the ENGINEER may be necessary from time to time for the successful completion of the Task Orders. The ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Work and Schedule contained in each authorized Task Order.

2.4 ENGINEER SEAL

Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and any applicable regulatory agency.

The ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the ENGINEER under this contract. The ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

SECTION 3 – SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, the duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

3.1 GENERAL

The ENGINEER agrees to perform those engineering services described in Exhibit A – Scope of Engineering Services and Schedule which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Task Orders in accordance with Section 3.3 herein.

3.2 SPECIAL ENGINEERING SERVICE

The COUNTY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 3.3 and shall be undertaken only under terms of formal amendments to this Contract.

3.3 TASK ORDER PROCEDURE

The County Administrator or his/her designee may authorize Task Orders for services under this Continuing Contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) (Current Edition). Task Orders to be provided shall be prepared on the form delineated as Exhibit B – Task Order Form, which is attached hereto and made a part hereof.

3.3.1 Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually.

3.3.3 The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

3.3.4 Task Order information and supporting documentation shall be forwarded to the COUNTY'S Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the ENGINEER'S Task shall be issued.

3.3.5 Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g) (Current Edition), for Continuing Contracts either initially or through subsequent amendment.

3.3.6. Professional fees under each specified Task Orders shall be based on a written proposal from the ENGINEER, as may be requested in writing by the COUNTY'S designated representative.

3.3.7 A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 4– COUNTY'S RIGHTS AND REPONSIBILITIES

4.1 The COUNTY shall perform the duties, described below, in a timely fashion at no cost to the ENGINEER:

4.2 Furnish the ENGINEER with existing data, records, maps, plans, specifications, reports, fiscal data and other engineering information that is available in the COUNTY'S files, necessary or useful to the ENGINEER for the performance of the Assignment. All of the documents conveyed by the COUNTY shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the Assignment to be performed by the ENGINEER.

- 4.3 Make COUNTY personnel available when required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the COUNTY.
- 4.4 Provide access to and make provisions for the ENGINEER to enter upon the project lands as required within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 4.5 Examine all reports, sketches, drawings, estimates, proposals, and other documents presented by the ENGINEER and render written decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- 4.6 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
- 4.7 Give prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the ENGINEER's services or becomes aware of any defect or changes necessary in the work of the ENGINEER.
- 4.8 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the Engineer.
- 4.9 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Engineering Assignment.

SECTION 5 – COMPENSATION

5.1 GENERAL

Compensation to the ENGINEER for services performed on each Task Order shall be in accordance with one of the following methods of compensation, as defined and indicated herein:

- 5.1.1. Lump Sum Method
- 5.1.2. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

5.2 LUMP SUM METHOD

5.2.1. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the COUNTY and ENGINEER to reflect the change(s) by formal amendment to this Contract.

5.2.2. Payment to the ENGINEER for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the ENGINEER and accepted by the COUNTY.

5.3 HOURLY RATE PLUS DIRECT COST

In its performance of services under a Task Order, compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the ENGINEER plus direct costs budgeted for reimbursable costs.

5.3.1 DIRECT COSTS

Direct costs are Sub-Consultant costs and other direct and unit costs. Direct Sub-Consultant costs shall be defined as the actual compensation paid to Professional and technical Sub-Consultants of the ENGINEER while such are engaged directly in the performance of the services under this Contract.

5.3.2. HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by ENGINEER, including its Sub-Consultants by classifications of personnel likely to be employed to perform services under this Contract is contained in "Exhibit B Standard Task Order Form" which is attached hereto and made a part hereof. Any revisions to the range of the hourly rates shall be negotiated with and approved by the COUNTY prior to being charged. Any changes to rates in subsequent years will be adjusted by the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers not seasonally adjusted for the percent of change through the month of May of each calendar year. For example, the increase to go into effect on the renewal date of the contract will be the percent change of increase in the CPI-U series between May 2017 and May 2018. The percent change will be effective on the renewal date.

5.3.3. OTHER DIRECT COSTS

Other Direct Costs include the actual costs for the ENGINEER of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs.

5.3.4. EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder, not included in the ENGINEER'S standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00 shall be the property of the COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.

5.3.5. REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

5.3.6 COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

5.3.7 TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061.

5.3.8 MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the ENGINEER in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

5.3.9 COST LIMITATION

(1) The total of all Costs actually incurred by the ENGINEER, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.

(2) In the event that the ENGINEER's estimated total Costs for the performance of services under a Task Order are forecasted by the COUNTY or ENGINEER to exceed the Cost Limitation indicated in the Task Order, the COUNTY and ENGINEER shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the ENGINEER or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

(3) The COUNTY is not obligated to reimburse the ENGINEER for costs incurred in excess of the Cost Limitation indicated for the Task Order and the ENGINEER shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the ENGINEER and which shall be paid solely by ENGINEER. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the ENGINEER shall continue to perform the required services. The ENGINEER's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the ENGINEER's risk and expense, unless mutually agreeable in writing by the ENGINEER and the COUNTY.

5.3.1.1. TASK ORDER CONTRACT PRICE

(1) The total Task Order Contract Price for each Task Order consists of the sum of the Cost Limitation and the Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 9.

(2) In the event any action or combination of actions taken pursuant to Section 8, "Changes in Scope", of this Contract are estimated by the ENGINEER, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the ENGINEER or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the ENGINEER of the COUNTY'S

notification of changed work, unless the County shall grant a further period of time for such request resolution.

5.3.1.2. PROGRESS PAYMENTS TO THE ENGINEER

(1) For a Task Order Performed under the Lump Sum Method of compensation, the ENGINEER will prepare an invoice accompanied with a narrative statement from the ENGINEER describing the work accomplished by the ENGINEER during the period covered by the invoice.

(2) For a Task Order performed under the Hourly Rate Method of compensation, the ENGINEER shall submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the ENGINEER and shall be supported by the ENGINEER's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY'S Designated Representative.

5.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt of FINANCE. ENGINEER will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the ENGINEER the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

5.5 PAYMENT IN THE EVENT OF CONTRACT TERMINANATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the ENGINEER's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 9.

5.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by COUNTY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the COUNTY, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

**SECTION 6
WORK COMMENCEMENT/IMPLEMENTATION
SCHEDULE/LENGTH OF CONTRACT**

6.1 ASSIGNMENT ISSUED

Engineer will submit the initial response to a request for a Scope and Schedule within fifteen (15) business days from the receipt of the scope and schedule. Engineer will prepare a computation of fees to be charged for the services based on the approved hourly rates. These documents will be submitted to the County for review and approval.

Failure to submit the documentation within the above time shall cause the request for Scope & Schedule to be withdrawn from that Engineer and the Task Order will be assigned to the next Engineer in the rotation.

6.2 WORK COMMENCEMENT

If approved by the County, the ENGINEER shall commence work on each authorized Task Order within ten (10) days after receipt by the ENGINEER of a written Notice-to-Proceed from the COUNTY'S Designated Representative. If the ENGINEER fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the ENGINEER.

6.2.1 The effective date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

6.3 IMPLEMENTATION SCHEDULE

The ENGINEER and the COUNTY agree to make every effort to adhere to the schedule established for the various Task Orders described in the Assignment.

It shall be the Engineer's responsibility to keep the schedule updated, request extensions when appropriate, and provide reasons for any extension(s). In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Task Order of the Assignment, the County may approve the extension and the ENGINEER may be entitled to an appropriate extension of the contract time for the specific Task Order. The County shall not be required to approve any time extension requests.

6.4 FAILURE TO PERFORM

A performance evaluation may be performed by the County upon completion of the project.

Should the CONSULTANT fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may not consider the CONSULTANT for the next Task Order in the rotation, consider such failure as justifiable cause to terminate this Agreement or may impact future assignments. As an alternative, the COUNTY at its option, may, upon written notice to the CONSULTANT, withhold any or all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for the work in dispute, until such time as the CONSULTANT resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS issued thereto.

6.5 EXPIRATION

This Contract shall expire three (3) years after the date of execution of this Agreement. This Contract may be extended for two (2) additional one (1) year periods; not to exceed five (5) years maximum, upon written mutual consent of the COUNTY and the ENGINEER.

**SECTION 7
COUNTY'S "DESIGNATED" REPRESENTATIVE**

7.1 GENERAL

The COUNTY hereby designates the County Administrator or his/her designee to represent the COUNTY in all matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designee shall have the following responsibilities:

7.1.1. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

7.1.2. Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.

7.1.3 Giving prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the project.

7.1.4. Following the ENGINEER'S preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

7.1.5 When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) (Current Edition) and paragraph 2.3 hereof.

7.2 DESIGNEE

The County Administrator's designee under a contract resulting from **RFQ No.** _____ shall be the Chief Procurement Officer, Purchasing Coordinator or Contract Compliance Officer or designee.

**SECTION 8
CHANGES IN SCOPE**

The COUNTY or the ENGINEER may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the ENGINEER'S compensation for any Task Order pursuant to Section 5 – Compensation, which are mutually agreed upon by and between the COUNTY and the ENGINEER, shall be incorporated by written formal amendment.

**SECTION 9
TERMINATION OF CONTRACT**

9.1 TERMINATION BY COUNTY FOR CAUSE

The COUNTY may terminate this Contract for any one or more of the following reasons:

9.1.1. If adequate progress on any phase of the assignment is not being made by the ENGINEER as a direct result of the ENGINEER'S failure to perform.

9.1.2. The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.

9.1.3. The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER.

9.1.4. The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.

9.1.5. The ENGINEER violates the Standards of Conduct provisions of Section 13 herein.

9.1.6. In the event of any of the causes described in Section 8.1, the COUNTY'S Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the COUNTY may consider the ENGINEER to be in default and may immediately terminate this Contract.

9.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Contract for the following reasons:

9.2.1. The COUNTY fails to meet its obligations and responsibilities as contained in Section 4 – COUNTY'S Rights and Responsibilities.

9.2.2. The COUNTY fails to pay the ENGINEER in accordance with Section 5 – Compensation.

9.2.3. In the event of either of the causes described in Section 9.2, the ENGINEER may send a certified letter requesting that the COUNTY show cause why the Contract should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the ENGINEER may consider the COUNTY to be in default and may immediately terminate this Contract.

9.3 TERMINATION BY COUNTY WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the ENGINEER of the COUNTY'S intent to terminate. In the event that a Task Order is terminated, The COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

9.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In

the event of termination for cause, the COUNTY may adjust any payment to take into account any additional costs to be incurred by the COUNTY due to such default.

9.5 ACTION FOLLOWING TERMINATION

9.5.1. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

9.5.2. In the case of the COUNTY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the COUNTY.

9.6 SUSPENSION

9.6.1. The performance of the ENGINEER's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the ENGINEER's services hereunder, the COUNTY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and COUNTY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the COUNTY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Contract and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Contract unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Contract.

9.6.2. If the aggregate time of the COUNTY'S suspension(s) of the ENGINEER's Services under any Task Order of this Contract exceeds sixty (60) days, then the ENGINEER and the COUNTY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the Services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspension(s).

**SECTION 10
CLAIMS AND DISPUTES/REMEDIES**

10.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

10.2 REMEDIES

Except as provided in Section 10.1 herein, all claims, disputes and/or matters in question between the COUNTY and the ENGINEER arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

**SECTION 11
INDEMNITY AND INSURANCE**

11.1 GENERAL

To the fullest extent permitted by Florida law, the Engineer covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by the Engineer during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Engineer nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

11.2 INSURANCE

The ENGINEER will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of Insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the COUNTY.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the COUNTY.

The specific requirements of this contract have been detailed in RFQ No. _____. The specific requirements of the RFQ must be met to be compliant with a Contract resulting from the solicitation process and may include the following:

11.2.1 **Worker's Compensation**

The ENGINEER will provide Worker's Compensation for all employees at the site location, and in case any work is Sub-Contracted, will require the Sub-Contractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and \$500,000 for Employers' Liability.

11.2.2. **Comprehensive General Liability**

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

11.2.3. **Comprehensive Automobile Liability**

The ENGINEER will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.

11.2.4. **Professional Liability Insurance**

Annual Professional Liability Insurance will be maintained with coverage in an amount of not less than \$1,000,000 that protects the ENGINEER to the statutory limits applicable to Professional Liability.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of service performed by the ENGINEER, or any person or Sub-Contractor employed by the ENGINEER, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one (1) year after completion of the construction and acceptance of the facilities designed by the ENGINEER under the scope of this Contract including any amendment thereto.

11.2.5. **Certificates of Insurance**

The ENGINEER shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 12 NEGOTIATION DATA

12.1 The ENGINEER hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the ENGINEER's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for three (3) years

after final payment is made. Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

SECTION 13 OWNER OF DOCUMENTS

13.1 It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the ENGINEER. The ENGINEER shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the ENGINEER pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at COUNTY'S sole risk and without liability or legal exposure to the ENGINEER; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

Any Documents given to or prepared or assembled by the ENGINEER and its Sub-Contractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The ENGINEER may maintain copies of all work performed under this Contract for the COUNTY.

The ENGINEER shall not publish any information concerning this project without the prior written consent of the COUNTY.

SECTION 14 STANDARDS OF CONDUCT

14.1 ENGINEER EMPLOYEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Contract and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

14.2 ENGINEER COMPLIANCE WITH LAWS

The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

14.3 CONFLICT OF INTEREST

The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The

ENGINEER further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

14.4 REMOVAL OF EMPLOYEE

The COUNTY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Assignment which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the ENGINEER in writing of the COUNTY'S objections prior to the ENGINEER'S removal of any employee or representative.

14.5 PUBLICATION

The ENGINEER shall not publish any documents or release information to the media without prior approval of the COUNTY.

SECTION 15 ACCESS TO RECORDS/AUDIT

15.1 RECORDS MAINTENANCE

The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of ENGINEER'S books, records, documents, time records and cost accounts and other evidence shall be at the COUNTY'S expense.

15.2 ACCESS TO RECORDS

The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 16 CODES AND DESIGN STANDARDS

16.1 All of the services to be performed by the ENGINEER shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

**SECTION 17
ASSIGNABILITY**

17.1 The ENGINEER shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the ENGINEER from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

**SECTION 18
CONTROLLING LAWS**

18.1 The parties agree that the laws of the State of Florida shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida. The parties to this Agreement agree that venue shall lie only in the state courts located in Hernando County, Florida. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Hernando County, Florida, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

**SECTION 19
FORCE MAJEURE**

19.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

**SECTION 20
EXTENT OF CONTRACT**

20.1 This Contract, together with the RFQ No. _____ issued _____, the proposal submitted _____ and the Exhibits hereinafter identified and listed in this Section, constitute the entire Agreement between the COUNTY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work
- Exhibit B: Task Order Form and Standard Hourly Rates
- Exhibit D: Truth in Negotiation Form
- Exhibit E: Insurance Certificate

IN WITNESS WHEREOF, the COUNTY and the ENGINEER have executed this Contract to become effective on the day and year first written above.

ENGINEER:

Witness

COUNTY:
Hernando County Board of County Commissioners

Attest

John Allocco, Chairman

EXHIBIT "A"
SCOPE OF SERVICES
FOR
CONTINUING ENGINEERING SERVICES
CONTRACT No. _____

SCOPE OF SERVICES:

GENERAL:

CONTRACT No.:
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME:

TASK ORDER No.

Doc. ID 15559 A, Board Approved 4/9/19

PROJECT ACTIVITY	Employee Name		Employee Name		Employee Name		Employee Name		Employee Name		Employee Name		Basic Activity \$ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
	Classification Title	Man Hrs	Classification Title	Cost	Classification Title	Man Hrs	Classification Title	Man Hrs	Classification Title	Man Hrs	Classification Title	Cost			

SUB-TOTAL HOURLY COSTS \$ _____

Out-of-Pocket Expenses (actual cost - not to exceed) \$ _____

Miscellaneous Expenses (Subconsultant) \$ _____

NOT TO EXCEED TOTAL LUMP SUM COST \$ _____

Firm Name: _____ Signature: _____ _____ (Printed Name and Title) Date: _____	HERNANDO COUNTY		
	Department Name	Authorized Signature	_____
	_____	_____	Procurement
	(Date)	(Printed Name and Title)	_____ (Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL TO THE PROCUREMENT DEPARTMENT. FIELDS IN RED SHOULD BE COMPLETED BY THE DEPARTMENT PRIOR TO SUBMITTING TO PROCUREMENT.



ADDENDUM # ONE (1)
TO
THE CONTRACT DOCUMENTS
FOR THE
CONTINUING TRAFFIC ENGINEERING SERVICES
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 23-RFQ00414/AP

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. QUESTIONS AND ANSWERS

- 1.Q. Would the County please clarify the following statement found in Instructions for Preparing Proposals, “The Proposal must name all persons or entities interested in the Proposal as principals”. Would the County like us to name the project team (including subs) as principals, or just the project manager/principal-in-charge? Or those at the firm who have signing authority?**
- 1.A. Please name the Project Manager/Principal in Charge and the names of the principals for all subconsultants being utilized as part of this contract.
- 2.Q. There are two section 1) 8.1. Vendor/Contractor's License* and 2) 7.4. Vendor/Contractor's License*. Can you please clarify what type of license you want in each section?**
- 2.A. Vendor/Contractor's Licenses for this contract may consist of, but are not limited to, Florida Licensed Professional Engineer (PE) and Professional Surveyor and Mapper (PSM), Professional Traffic Operations Engineer (PTOE), Road Safety Professional (RSP), Business Licenses from FL Department of State and FL Department of Business and Professional Regulation. Along with Florida Department Of Transportation (FDOT) pre-qualifications and certifications such as Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC), Traffic Safety/Traffic Accident and International Municipal Signal Association (IMSA) certifications.



PROCUREMENT DEPARTMENT

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- 3.Q. Proposer/Contractor must submit the certification form included as an Attachment to this solicitation. Can you please provide the form?**
- 3.A. Please refer to item **9.2. Vendor Certification Regarding Scrutinized Companies*** in tab Section 32 Vendor Submissions. It only requires confirmation that the bidder has “read and attested” and can be acknowledged by clicking on “Please confirm”.
- 4.Q. Please let us know what section you want the letter to be placed?**
- 4.A. Documents may be uploaded by visiting tab 32 Vendor Submissions item **13. Additional Uploads.**

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Alisa Pike

Digitally signed by Alisa Pike
Date: 2023.11.14 15:33:14 -05'00'

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

