

## SOLICITATION - OFFER - AWARD

<b>SOLICITATION No.:</b> <b>22-R00070/PH</b>	<b>SOLICITATION TITLE:</b> <b>Hydrogeologic and Environmental Management Services</b>	<b>DATE ISSUED:</b> <b>April 27, 2022</b>	<b>CONTRACT No.:</b> <b>22-R00070/PH</b>
<b>ISSUED BY:</b> <b>BOARD OF COUNTY COMMISSIONERS</b> <b><u>HERNANDO COUNTY, FLORIDA</u></b> Steve Champion, Chairman John Allocco, Vice Chairman Elizabeth Narverud, Second Vice Chairman Wayne Dukes Jeff Holcomb		<b>SUBMIT BID OFFER TO:</b> <b>PURCHASING AND CONTRACTS DEPARTMENT</b> <b>15470 FLIGHT PATH DRIVE</b> <b>BROOKSVILLE, FL 34604</b>  <b>Toni Brady</b> <b>Chief Procurement Officer</b>	

## SOLICITATION

SEALED OFFERS, IN ONE (1) ORIGINAL, FOUR (4) COPIES AND ONE (1) CD OR FLASH DRIVE, FOR FURNISHING THE SERVICES DESCRIBED HEREIN WILL BE RECEIVED AT THE PURCHASING AND CONTRACTS DEPARTMENT, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604, **UNTIL 3:00 P.M., LOCAL TIME ON MAY 25, 2022.** NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION.

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

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Hernando County is requesting sealed Proposals from qualified individuals or firms to provide Hydrogeologic and Environmental Management Services.  <u>PLEASE SUBMIT ONE (1) ORIGINAL SIGNED DOCUMENT, FOUR (4) COPIES AND ONE (1) CD OR FLASH DRIVE.</u>  (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	XXXXXXXXXXXXXX

## OFFER

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

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

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

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

## AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY 4/07/22  ACCEPTED AS TO ITEM(S) No:	LR No.: 2022-195	BY: Kyle J. Benda		
SUBMIT INVOICES TO: <b>HERNANDO COUNTY</b> <b>UTILITIES DEPARTMENT</b> <b>15365 Cortez Blvd.</b> <b>Brooksville, FL 34613</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:  <table style="width: 100%;"> <tr> <td style="width: 70%;">SIGNATURE:</td> <td style="width: 30%;">AWARD DATE:</td> </tr> </table>		SIGNATURE:	AWARD DATE:
SIGNATURE:	AWARD DATE:			

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**SECTION I**

**REQUEST FOR QUALIFICATIONS  
HYDROGEOLOGIC AND ENVIRONMENTAL MANAGEMENT SERVICES  
RFQ NO. 22-R00070/PH**



The Hernando County Board of County Commissioners, Hernando County, Florida, invites interested parties to submit Proposals **no later than 3:00 PM, MAY 25, 2022**, for HYDROGEOLOGIC AND ENVIRONMENTAL MANAGEMENT SERVICES to the Board of County Commissioners.

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

Qualified firms desiring consideration shall submit one (1) original, four (4) copies and one (1) CD or flash drive of the Technical Qualification packages, clearly marked "Sealed Proposals for **RFQ No. 22-R00070/PH – Hydrogeologic and Environmental Management Services**" to Hernando County Purchasing and Contracts Department, 15470 Flight Path Drive, Brooksville, Florida 34604, on or before the time stipulated above. Qualifications shall be plainly marked on the outside of a sealed envelope/container with: Firm's name and address, and Qualification Name and Qualification Number. Qualifications are to be submitted:

**Physical Address:**

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

\_\_\_\_\_  
TONI BRADY  
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

**NOTICE TO PROPOSERS**

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Patty Hall, Purchasing Coordinator, at (352) 754-4020, [phall@hernandocounty.us](mailto:phall@hernandocounty.us) with a cc to [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us).

**SECTION II****DEFINITIONS**

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

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

**"EMP"** means Environmental Management Plan.

**"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 Addendum 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.

**"WUP"** means Water Use Permit.

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**SECTION III**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**HYDROGEOLOGIC AND ENVIRONMENTAL MANAGEMENT SERVICES**  
**RFQ No. 22-R00070/PH**

1. **PURPOSE AND OVERVIEW:** Hernando County is seeking Statements of Qualifications from Florida-registered firms qualified to provide Hydrogeologic & Environmental Management Services.
2. **CONTACT PERSON:**

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

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

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

3. **PROPOSAL TIMELINE:**

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

Pre-Proposal Meeting.....	N/A
Deadline for Proposal Questions.....	May 11, 2022 at 3:00 p.m.
Proposal Due Date.....	May 25, 2022 at 3:00 p.m.
Professional Services Review Committee Meeting.....	June 13, 2022 (week of) (Tentative)
Oral Presentations.....	July 5, 2022 (week of) (Tentative)
Board Approval.....	August 9, 2022 (Tentative)

4. **INSTRUCTIONS TO PROPOSERS:**

- 4.1 It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Qualifications promotes competitive Proposals. It shall be the Proposer's responsibility to advise the Purchasing and Contracts Department at the address noted in the Special Conditions, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Qualifications to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the Proposal due date.
- 4.2 Qualified Firms or Proposers desiring to provide services, as described in the Scope of Work, shall submit one (1) original signed document, four (4) copies and one (1) CD of the Technical Proposal package, clearly marked "Sealed Proposal for "RFQ No. 22-R00070/PH – HYDROGEOLOGIC AND ENVIRONMENTAL MANAGEMENT SERVICES.
- 4.3 Your Proposal is required by **3:00 P.M., MAY 25, 2022**, and should be mailed or delivered to:

**HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTENTION: PURCHASING AND CONTRACTS DEPARTMENT  
15470 FLIGHT PATH DRIVE  
BROOKSVILLE, FLORIDA 34604**

- 4.4** Any responses(s) received after the above stated time and date will not be considered and will not be opened. It shall be the sole responsibility of the OFFEROR/PROPOSER to have their Proposal delivered to the Hernando County Purchasing and Contracts Department for receipt on or before the above stated time and date. If a response is sent by U.S. Mail Service or courier, the OFFEROR/PROPOSER shall be responsible for its timely delivery. Responses(s) delayed by mail or other reasons shall not be considered and arrangements shall be made for its return at the responder's request and expense.
- 4.5** Timeliness of Proposal Submittal: The County assumes no responsibility for a Proposal received after the due date and time, or at any location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. **Proposals received after the due date and time shall be returned unopened. There will be no exceptions to this policy.**  
CAUTION: Hernando County is not considered a "priority area" by some courier Services. It is the responsibility of Proposer to make sure their Proposal is delivered by the due date and time. If the courier Services chosen arrives after the due date and time, the actual delivery date and time will be recorded on the Proposal envelope and returned to Proposer as refused.
- 4.6** Proposals shall be sealed and Proposers should indicate on their Proposal the following:  
**4.6.1** Request for Qualifications Number  
**4.6.2** Request for Qualifications Title
- 4.7** Offers by telephone or telegram shall NOT be accepted. Also, Proposers are instructed NOT to fax their Proposal. Faxed Proposals shall be rejected as non-responsive regardless of when the fax is received.
- 4.8** All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.
- 4.9** The Hernando County Board of County Commissioners is not responsible for expenses incurred prior to award. Hernando County officially distributes solicitation documents through the Florida Online Bid System ([www.bidnetdirect.com](http://www.bidnetdirect.com)). Solicitation documents may be downloaded at NO COST using this electronic website. *Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon.* Hernando County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only Consultant/Proposers who properly register and obtain solicitation documents directly from the electronic website Florida Online Bid System ([www.bidnetdirect.com](http://www.bidnetdirect.com)) will receive addenda and other important information if issued.
- 4.10** 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.
- 4.11** Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.
- 4.12** Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Qualifications, or until one (1) or more of the Proposals have been awarded.
- 4.13** Costs of preparation of a response to this request for Qualifications are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also

agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

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

- 5.1** Proposers **shall not** direct any queries or statements concerning their Proposal to the Hernando County Professional Services Review Committee or County staff during the selection process, from the time of submission of a Proposal until the execution of a Contract. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.
- 5.2** All questions or concerns regarding this Request for Qualifications must be submitted in writing, by email to [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us), faxed to (352) 754-4199 or mailed to the Purchasing and Contracts Department, 15470 Flight Path Drive, Brooksville, FL 34604, no later than 3:00 PM, May 11, 2022 to the attention of Patty Hall, referencing the RFQ number. When required the Purchasing and Contracts Department will issue an addendum to the Request for Qualifications. The addendum will be available on the Internet for access by potential Proposers. Proposers are instructed **not** to contact the initiating division directly. No oral interpretation of this Request for Qualifications shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.
- 5.3** This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.
- 5.4** If any OFFEROR contemplating submitting a Proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit to the Purchasing and Contracts Department, on or before ten (10) calendar days prior to the scheduled opening of Proposals, a request for clarification. All such requests for information and/or clarification shall be made in writing and the OFFEROR submitting the request will be responsible for its prompt delivery. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be posted to the County's electronic service website at [www.bidnetdirect.com](http://www.bidnetdirect.com). The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.
- 5.5** Receipt of an Addendum to this solicitation by an OFFEROR must be acknowledged by signing and returning the Addendum with your Proposal to the Purchasing and Contracts Department, 15470 Flight Path Drive, Brooksville, FL 34604.

## **6. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS:**

- 6.1** 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.
- 6.2** 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.
- 6.3** 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.
- 6.4** Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the



Services as noted in this Request for Qualifications. Pricing shall include any sales or use taxes, if applicable.

**6.5** Miscellaneous Requirements:

- 6.5.1** 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.
- 6.5.2** 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.
- 6.5.3** Any damage to facilities, equipment or property, due to the incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.
- 6.5.4** 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.

**7. PROPOSAL FORMAT:**

- 7.1** The following information shall be submitted in all Proposer responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction in the evaluation points assigned to your Proposal. Pages exceeding the stated number (TAB 1 through TAB 3) will not be included for review by the evaluation committee.

**TAB 1 - Statement of Interest and Introduction/Letter of Transmittal**

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal with the words "RFQ No. **22-R00070/PH**". If Sub-Contractors are proposed, each Sub-Contractor may provide a similar letter, **not exceeding one (1) page**. This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, e-mail addresses and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

**TAB 2 - Table of Contents** (Submit a **maximum of one (1) page** for this section.)

**TAB 3 - Response Summary and Questionnaire Responses**

(Proposers must restate the Section Title and then provide responses)

**Section A – PROJECT UNDERSTANDING:** Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed. Describe your proposed approach in delivering the requirements of the Scope of Services for this project. Submit a **maximum of five (5) pages** for this section.

**Section B – PROJECT TEAM:** List in detail the members of your project team and the expertise each will bring to the project. Submit a **maximum of four (4) pages**. Summarize the team's projected workload during the duration of this project. Submit resume and work experience for a maximum of seven (7) primary team members. Submit a **maximum of two (2) pages** for each team member. Describe how the location of your project team may benefit the County as it specifically relates to the completion of the project. Submit a **maximum of one (1) page**.

Provide an organizational chart showing the responsibility of each team member. Submit a **maximum of one (1) page**. Ledger, 11x17, is acceptable for this page.

Submit a **maximum of two (2) pages** describing your team's workload.

**Section C – PAST EXPERIENCE:** Provide a listing of previous customers during the past seven (7) years for work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ. Information provided for each project shall include the following:

- Client name, address, telephone number and email
- Description of services provided
- Time period of the project or contract
- What was the project budget?
- Was the project completed on time?
- Was the project completed within budget?
- Which proposed team members were team members of this project?

Failure to provide complete and accurate information, as specified here, may result in the disqualification of your proposal. Submit a maximum of five (5) projects and **not more than two (2) pages** per project.

**Section D – HERNANDO COUNTY WORK:** In a separate section, list up to five (5) projects that your firm has completed, or that are in progress at the present time, for Hernando County within the last five (5) years. This project history shall include projects in which your firm was either the prime consultant, a joint consultant or a Sub-Consultant. Submit a **maximum of one (1) page** per project.

**Section E – LOCATION:** Describe how the location of your project team may benefit the County as it specifically relates to the completion of the project. Submit a **maximum of one (1) page** for this section.

**Section F – QUALITY/COST CONTROLS:** Describe the steps you would propose to control the quality and cost of a project. Submit a **maximum of five (5) pages** for this section.

- What actions would you take to remedy those conditions in a timely manner?
- What steps will your firm take to ensure that the project is completed in a timely manner?  
Describe what steps your firm will take to provide cost-effective solutions.

**Section G – QUALIFICATION SUMMARY:** Summarize the qualifications of your firm and/or team that make you the **most qualified firm** to perform the work associated with this project. Submit a maximum of two (2) pages in this section.

**Section H – LICENSES:** Provide copies of all Professional Licenses.

**TAB 4 - Required Forms as identified in Section IV (Required Forms)**

**8. EVALUATION CRITERIA:** The Proposals received will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>POINTS</u>
Project Understanding and Approach	20
Project Team and Firm's Qualifications	40
Describe the Firm's Current and Projected Workload, Past Experience and Client References	20
Quality/Cost Controls	<u>20</u>
<b>TOTAL (Possible Points for Proposal)</b>	<b>100</b>
Oral Presentations Total Possible Points	20

**9. PROPOSAL EVALUATION PROCESS:**

- 9.1** 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. It is the intent of the County to award one (1) contract.

- 9.2** 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 the table above.
- 9.3** 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 the table above.
- 9.4** Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).
- 9.5** Alternatively, the Board may direct the Committee to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.
- 9.6** The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).
- 9.7** 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.
- 9.8** If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.
- 9.9** 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:
  - 9.9.1** Reject any or all Proposals or parts thereof
  - 9.9.2** Issue subsequent Requests for Qualifications
  - 9.9.3** Cancel the entire Request for Qualifications
  - 9.9.4** Remedy technical errors in the Request for Qualifications
  - 9.9.5** Negotiate with any, all, or none of the Proposers
  - 9.9.6** Award a Contract to one or more Proposers or none at all
  - 9.9.7** Waive informalities and irregularities in Proposals
- 9.10** 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.
- 9.11** 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-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

- 9.12** 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, or a deduction in evaluation points at the sole discretion of the evaluation committee.

**10. DEBRIEFING OF PROPOSERS:** Not later than thirty (30) days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract administrator or purchasing agent for a debriefing on the evaluation of their Proposal. The purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for \$15.00 fee. The debriefing shall include the following minimum information:

- 10.1** Key requirements of the solicitation.
- 10.2** The overall ranking of all Proposals.
- 10.3** The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.
- 10.4** If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- 10.5** If applicable, a summary of the rationale for award.
- 10.6** Responses to any relevant questions of the Proposer.

**11. SCOPE OF SERVICES:**

**GENERAL:** Hernando County is seeking Statements of Qualifications from Florida- registered firms qualified to provide Hydrogeologic & Environmental Management Services. Professional consultant services may be required for hydrological, hydrogeologic, geologic, and geotechnical projects or aspects of projects including, but not limited to the following services:

- Hydrologic data monitoring and analysis
- Utilities and Infrastructure design
- Scientific investigation, analysis and technical studies
- Environmental monitoring and management
- Environmental monitoring plans
- Oversight and implementation including an Environmental Management Plan (EMP) per the special conditions in the existing Hernando County Water Use Permits (WUPs)
- Water supply planning and permitting
- Water source assessments
- Environmental assessments
- Well/wellfield siting, design and construction management;
- Wellhead modeling & protection activities
- Well testing & rehabilitation
- Private well complaint investigation and resolution
- Groundwater modeling
- Groundwater monitoring plans
- Sinkhole investigations
- Development of hydrologic, geologic, hydrogeologic models, cross-sections and evaluations
- Design and operation of groundwater contamination remediation systems
- Preparation of plans, specifications, and reports
- Cost estimating and scheduling
- Permit preparation and regulatory compliance issues
- Water quality monitoring
- Minimum flows monitoring
- Required survey and administration services
- All other related services.

Additionally, the following is a detailed scope of Ecological Services the Consultant must perform related to the EMP for all the monitoring sites in accordance with the current WUPs:

- Semi-annual vegetative monitoring and recording of water levels
- Twice monthly hydrological monitoring and reporting of the data. Each site has either a staff gauge and/or piezometer. Three sites shall be daily monitored using water level recorders
- Semi-annual soil subsidence monitoring
- Semi-annual photographic documentation
- 5-Day initial wildlife survey and literature search in accordance with Section 18 D Wildlife Methodology Guidelines, Game and Freshwater Fish Commission January 15, 1988
- Twice monthly incidental wildlife data collection. Hydrological monitoring will be recorded at this time frame
- Annual Environmental Assessment Report. The hydrologic, vegetative, soil subsidence, photographic, and wildlife monitoring data shall be presented and discussed in the report. Draft report shall be completed and furnished to the HCUD by January 15<sup>th</sup> of each calendar year and submitted to SWFWMD by March 1<sup>st</sup> for the preceding water year (October 1 -September 30)
- The Annual report shall investigate relationships between water level fluctuations, well pumpage, atmospheric conditions, and drainage factors related to the environmental condition of the wetlands and lakes in the vicinity of the permit areas. Pumpage data, wetland, water level data collected from each aquifer and for the region shall be used. Appropriate statistical trend analyses shall be performed to analyze the interactions of rainfall and pumpage on surface water levels, potentiometric levels in the semi-confined aquifers, lake and wetland water levels, treefalls per unit area, rate of soil subsidence and evidence of vegetational succession, uplands vegetation and wetlands vegetation. Data shall be obtained through field measurements and aerial photo interpretation. A brief summary of any recommended changes to the monitoring requirements shall be provided.

The scope of work and cost for each specific project will be negotiated with the Consultant as the need arises. Some of the services listed above may not be required, and the HCUD reserves the right to initiate additional procurement actions for any projects or services included in this request. Consultant contracts are non-exclusive, and the HCUD reserves the right, at its sole discretion, to enter into contracts with different firms for various projects.

## **12. TERMS AND CONDITIONS:**

- 12.1** 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.
- 12.2** 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.
- 12.3** The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- 12.4** 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.

- 12.5** Information regarding Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Department at (352) 754-4020.
- 12.6** 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.
- 12.7** 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.
- 12.8** 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.

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

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

**12.9.2 PROTECTION OF PERSONS AND PROPERTY:**

**12.9.2.1** 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 his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Consultant/Firm will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

**12.9.3 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.

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

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

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

**12.9.3.2 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

**12.9.3.3 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.

**12.9.3.4 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 a 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, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant/Firm enter into such an agreement on a pre-loss basis.

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

**COVERAGE AS FOLLOWS:**

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

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

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

**PROFESSIONAL LIABILITY:** including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the

project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, 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.

**12.9.3.7 [X] Not-Required TB (initials)**

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

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

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

**12.9.3.8 [X] Not-Required TB (initials)**

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

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

**12.9.3.9 [X] Not-Required TB (initials)**

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

**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.

**12.9.3.10 SUB-CONTRACTORS (if applicable):** All Sub-Contractors hired by said Contractor is required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All



Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

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

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

**12.9.3.12.1** 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

**12.9.3.12.2** 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.

**12.9.3.12.3** 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.

**12.9.3.12.4** 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.

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

**12.9.3.14** 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.

**12.9.3.15** 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.

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

**12.10.1** Keep and maintain records required by the public agency to perform the service.

**12.10.2** 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.

**12.10.3** 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.

**12.10.4** 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.

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

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

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

- 12.12 CONE OF SILENCE:** This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for a Request for Proposals or Request for Qualifications, a Vendor/Consultant or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any Official or employee of the County concerning this solicitation with the exception of the Chief Procurement Officer, County Attorney or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department

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

**12.12.1** 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.

**12.12.2** 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.

**12.13 E-VERIFY:**

**12.13.1** 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).

**12.13.2** 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.

**12.13.3** Legitimate claims of the Consultant/Firm’s use of unauthorized workers must be reported to both of the following agencies:

**12.13.3.1** The County’s Purchasing and Contracts Department at (352) 754-4020: and

**12.13.3.2** ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

**12.13.4** 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.

**12.13.5** 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:

**12.13.5.1** Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

- 12.13.5.2 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.
  - 12.13.5.3 Establish a written hiring and employment eligibility verification policy.
  - 12.13.5.4 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
  - 12.13.5.5 Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
  - 12.13.5.6 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.
  - 12.13.5.7 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
  - 12.13.5.8 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.
  - 12.13.5.9 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.
  - 12.13.5.10 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.
  - 12.13.5.11 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.
  - 12.13.5.12 Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.
- 12.14 **LOCAL PREFERENCE:** Not applicable. In accordance with County Ordinance No. 2013-23, §§ 2-6, 7-23-13, Section 2-111 (Current Edition), Contracts of professional services procurement of which is subject to the Consultants' Competitive Negotiation Act are exempt from the local preference policy.
- 12.15 **CONTRACT AWARD:** Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Purchasing 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.
- 12.16 **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.

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

**12.18 RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:**

**12.18.1** 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.

**12.18.2** A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.

**12.18.3** 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 a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.

**12.18.4** 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.

**12.19 LIST OF PROPOSERS:** A list of Proposers will be posted on [www.bidnetdirect.com](http://www.bidnetdirect.com) 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.**

**12.20 EXAMINATION OF PROPOSAL DOCUMENTS:**

**12.20.1** 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.

**12.20.2** 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.

**12.20.3** 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.

- 12.21 ADDENDA:** Any Addenda issued in relation to this Request for Qualifications will be transmitted by way of posting such on the [www.bidnetdirect.com](http://www.bidnetdirect.com). **It is the 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 on Attachment 10. 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.
- 12.22 MODIFICATION/ WITHDRAW OF PROPOSAL:**
- 12.22.1** 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.
- 12.22.2** 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.
- 12.22.3** No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.
- 12.23 LESS THAN TWO (2) PROPOSALS RECEIVED:** If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer, or reject the Proposal and re-solicit the Services.
- 12.24 REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:** After the Request for Qualifications due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Qualifications. The review may also serve to verify whether the Proposer has adequate financial capability to meet the County's requirements. Should the County determine that the Proposals, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature or any Successful Proposer's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, the County has the right to reject their Proposal and not make an award.
- 12.25 FINANCIAL STRENGTH:** Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two (2) years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.
- 12.26 CLARIFICATIONS:** Before Contract award, the County reserves the right to seek clarification from the Proposer with whom County is contemplating award to properly evaluate their Proposal. Failure to provide requested information may result in not making such award to the Proposer.

**12.27 PUBLIC RECORDS ACT:**

- 12.27.1** 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.
- 12.27.2** 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.
- 12.27.3** 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.
- 12.27.4** 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.
- 12.27.5** Per 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.

**12.28 JOINT VENTURES:**

- 12.28.1** 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.
- 12.28.2** 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:
- 12.28.2.1** The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.
- 12.28.2.2** 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.
- 12.28.3** 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.

**12.29 PAYMENT: Payment to Proposer/Contractor by Electronic Payment Solution:** ACH (Direct Deposit): If the Proposer/Contractor is enrolled in the County's ACH electronic payment solution, all

payments will be made using the direct deposit which may or may not include a pre-note transaction. The Proposer/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Proposer/Contractor via e-mail.

- 12.30 SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 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.

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**SECTION IV REQUIRED FORMS****ATTACHMENT 1****STATEMENT OF NO PROPOSAL**

If you do not intend to submit a Proposal, please return this form immediately to:

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

We, the undersigned, have declined to submit a Proposal on: RFQ No. 22-R00070/PH – HYDROGEOLOGIC AND ENVIRONMENTAL MANAGEMENT SERVICES.

Reason:

☐ Specifications too tight, geared toward one brand or manufacturer (explain below)

☐ Insufficient time to respond.

☐ Specifications unclear (explain below)

☐ We do not offer this product/services.

☐ Our present schedule does not permit us to perform.

☐ Unable to meet specifications or provide services.

Remarks:

---

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

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

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

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

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

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

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

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

Please check one:

- ☐ I take NO exceptions.  
☐ Exceptions:

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

\_\_\_\_\_  
 Name & Title                      Signature                      Date

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

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

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

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or Contractual services that are under 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 or Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_, \* being first duly sworn, deposes and says that he (it) is the Offeror in the above 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 Offeror is interested in said Proposal; and that affiant makes the above Proposal with no past or present collusion with any other person, firm or corporation.

\_\_\_\_\_  
Affiant

STATE OF  
COUNTY OF

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

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

My Commission Expires:

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

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

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

1. This sworn statement is submitted to

\_\_\_\_\_  
County of Hernando

by \_\_\_\_\_

[print individual's name and title]

for \_\_\_\_\_

[print name of entity submitting sworn statement]

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

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g) (Current Edition), Florida Statutes, means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b) (Current Edition), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a) (Current Edition), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "*affiliate*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e) (Current Edition), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]
 

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

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

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

there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant/Firm list [attach a copy of the final order].

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

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

STATE OF FLORIDA

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

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

\_\_\_\_\_, who, after first being sworn by me, affixed his signature in the space  
[Name of Individual Signing]  
provided above on this \_\_\_\_\_ day of \_\_\_\_\_.

**NOTARY PUBLIC**

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

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

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

In addition to General conditions, your PROPOSAL may be disqualified if the following Consultant/Firm information is not returned with your PROPOSAL.

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

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

\_\_\_\_\_

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

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

Consultant/Firm is:

( ) Corporation

( ) Partnership

( ) Sole Proprietorship

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

Federal Employer Identification

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

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

**AUTHORIZED SIGNATURES/NEGOTIATORS**

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

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

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

---

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

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

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

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

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

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

RFQ/Contract No: \_\_\_\_\_

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

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

Consultant/Firm acknowledges and agrees to the following:

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

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

Company/Firm: \_\_\_\_\_

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

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

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

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

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



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

Respondent Vendor Name: _____
Proposer/Contractor FEIN: _____
Proposer/Contractor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

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

As the person authorized to sign on behalf of 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.

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

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

To be completed by vendor:

Vendor type:

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

Federal Employer Identification

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

Please attach your completed W-9 Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VENDOR SURVEY**

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

☐ **BIDNET DIRECT**

☐ **NEWSPAPER**

☐ **PURCHASING AND CONTRACTS ADVERTISEMENT BOARD**

☐ **REFERRED BY: \_\_\_\_\_**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**ATTACHMENT 11**

**HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

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

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

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

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

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

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

Bidder:

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

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

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

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

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

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

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

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NO. 22-R00070/PH**

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, Brooksville, FL 34604 hereinafter referred to as the "COUNTY" and \_\_\_\_\_, located at \_\_\_\_\_ hereinafter referred to as the "PROFESSIONAL".

**PREMISES**

WHEREAS, the COUNTY desires to retain the PROFESSIONAL to perform Hydrogeologic and Environmental Management Services for Hernando County; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the COUNTY desires to employ the PROFESSIONAL for the performance of Hydrogeologic and Environmental Management Services Task Orders and other services upon the terms and conditions hereinafter set forth, and the PROFESSIONAL is desirous of performing such services upon such terms and conditions; and,

WHEREAS the PROFESSIONAL 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 – GENERAL**

- 1.1 "PROFESSIONAL" 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 PROFESSIONAL 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.
- 1.2 Prior to the start of any work under this Contract, the PROFESSIONAL will have submitted to the COUNTY a detailed resume of key personnel that will be involved in performing Services described in the Assignment as applicable. The COUNTY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the PROFESSIONAL desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the COUNTY for prior approval. Key personnel shall include principals-in-charge, project managers and project Sub-Consultants. 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.
- 1.3 The PROFESSIONAL acknowledges that the COUNTY has retained other consultants, and the coordination between said consultants and the PROFESSIONAL may be necessary from time to time for the successful completion of the Assignments (Task Orders). The PROFESSIONAL agrees to provide such coordination as necessary within the Scope of Services contained in each authorized Task Order.
  - 1.3.1 Certain and agreed upon Sub-Consultant Services may constitute a specialized Task Order requiring the independent Sub-Consultant to work directly with the COUNTY.

- 1.4** The PROFESSIONAL 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 (Task Order).
- 1.5** Requirements for sealing all plans, reports and documents prepared by the PROFESSIONAL shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

## **SECTION 2 – SCOPE OF SERVICES**

The PROFESSIONAL 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, duties of the PROFESSIONAL shall not be construed to exceed those services specifically set forth herein.

### **2.1 GENERAL**

The PROFESSIONAL agrees to perform those tasks described in the Scope of Services which is attached hereto and made a part hereof. Services to be provided by the PROFESSIONAL shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.

### **2.2 SPECIAL CONSULTING SERVICE**

The COUNTY and the PROFESSIONAL agree that there may be certain additional services required to be performed by the PROFESSIONAL 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 2.3 and shall be undertaken only under terms of formal amendments to this Contract.

### **2.3 TASK ORDERS**

Services to be provided by the PROFESSIONAL, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. 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. 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. 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.

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). Professional fees under such specified Task Orders shall be based on a written proposal from the PROFESSIONAL as may be requested in writing by the COUNTY'S designated representative. 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 PROFESSIONAL'S Task shall be issued. 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. 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 3 – COUNTY’S RIGHTS AND REPOSNSIBILITIES**

The COUNTY shall provide the service described below in a timely fashion at no cost to the PROFESSIONAL:

- 3.1** Furnish the PROFESSIONAL with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the COUNTY’S files, necessary or useful to the PROFESSIONAL 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 PROFESSIONAL.
- 3.2** Make COUNTY personnel available when required and necessary to assist the PROFESSIONAL. The availability and necessity of said personnel to assist the PROFESSIONAL shall be determined solely at the discretion of the COUNTY.
- 3.3** Provide access to and make provisions for the PROFESSIONAL to enter upon the project lands as required for the PROFESSIONAL within a reasonable time, to perform surveys, observations and other work as necessary to complete the Assignment.
- 3.4** Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the PROFESSIONAL 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 PROFESSIONAL.
- 3.5** 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.
- 3.6** Give prompt written notice to the PROFESSIONAL whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the PROFESSIONAL’S services or becomes aware of any defect or changes necessary in the work of the PROFESSIONAL.
- 3.7** Arrange for submission of necessary permits/applications to governmental bodies as prepared by the PROFESSIONAL.
- 3.8** 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 Hydrogeologic and Environmental Management Services Assignment.

### **SECTION 4 – COMPENSATION**

#### **4.1 GENERAL**

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

- a. Lump Sum Method
- b. 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”.



## 4.2 LUMP SUM METHOD

- a) 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 PROFESSIONAL to reflect the change(s) by formal amendment to this Contract.
- b) Payment to the PROFESSIONAL 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 PROFESSIONAL and accepted by the COUNTY.

## 4.3 HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the PROFESSIONAL plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

### a) 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 PROFESSIONAL while such are engaged directly in the performance of the services under this Contract.

### b) HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the PROFESSIONAL, 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 ranges of approved 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.

### c) OTHER DIRECT COSTS

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

### d) 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 PROFESSIONAL'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 COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.

e) REPRODUCTIONS

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

f) COMMUNICATIONS AND SHIPPING

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

g) 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.

h) MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the PROFESSIONAL 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.

i) COST LIMITATION

(1) The total of all Costs actually incurred by the PROFESSIONAL, 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 PROFESSIONAL'S estimated total Costs for the performance of services under a Task Order are forecasted by the COUNTY or PROFESSIONAL to exceed the Cost Limitation indicated in the Task Order, the COUNTY and PROFESSIONAL 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 PROFESSIONAL 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 PROFESSIONAL for costs incurred in excess of the Cost Limitation indicated for the Task Order and the PROFESSIONAL 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 PROFESSIONAL and which shall be paid solely by PROFESSIONAL. 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 PROFESSIONAL shall continue to perform the required services. The PROFESSIONAL'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 PROFESSIONAL'S risk and expense, unless mutually agreeable in writing by the PROFESSIONAL and the COUNTY.

j. 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 8.

(2) In the event any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the PROFESSIONAL, 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 PROFESSIONAL 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 PROFESSIONAL of the COUNTY'S notification of changed work, unless the County shall grant a further period of time for such request resolution.

k. PROGRESS PAYMENTS TO THE PROFESSIONAL

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

(2) For a Task Order performed under the Hourly Rate Method of compensation, the PROFESSIONAL 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 PROFESSIONAL and shall be supported by the PROFESSIONAL'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.

4.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt of FINANCE. The PROFESSIONAL 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 PROFESSIONAL'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 PROFESSIONAL the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the PROFESSIONAL'S services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by COUNTY, the PROFESSIONAL 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 PROFESSIONAL, the PROFESSIONAL may be entitled to additional compensation. The additional compensation shall be requested by the PROFESSIONAL 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 5**  
**WORK COMMENCEMENT/IMPLEMENTATION**  
**SCHEDULE/LENGTH OF CONTRACT**

**5.1 WORK COMMENCEMENT**

The PROFESSIONAL shall commence work on each authorized Task Order within ten (10) days after receipt by the PROFESSIONAL of a written Notice-To-Proceed from the COUNTY'S Designated Representative. If the PROFESSIONAL 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 PROFESSIONAL.

**5.2 IMPLEMENTATION SCHEDULE**

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

In the event the work of the PROFESSIONAL is delayed due to no fault of the PROFESSIONAL, which delays the completion of any Task Order of the Assignment, the PROFESSIONAL shall be entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the PROFESSIONAL will be negotiated to the mutual agreement of the COUNTY and the PROFESSIONAL in the event such delay causes any Task Order's costs to increase for reasons beyond the PROFESSIONAL'S control.

**5.3 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 PROFESSIONAL.

**5.4 CONTINUING CONTRACT**

In accordance with F.S. 287.055(g) (Current Edition), this is a "Continuing Contract" for Professional Services entered into in accordance with all procedures of this act between the COUNTY and the PROFESSIONAL, whereby the PROFESSIONAL shall provide Professional Services to the COUNTY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the PROFESSIONAL shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the COUNTY.

**SECTION 6**  
**COUNTY'S "DESIGNATED" REPRESENTATIVE**

**6.1 GENERAL**

The COUNTY hereby designates the Chief Procurement Officer 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:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the PROFESSIONAL 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 PROFESSIONAL.

- b. 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.
- c. Giving prompt written notice to the PROFESSIONAL whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the PROFESSIONAL'S preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. 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.

## 6.2 DESIGNEE

The County Administrator's designee under a contract resulting from **RFQ No. 22-R00070/PH** shall be the Director of Utilities.

## **SECTION 7 CHANGES IN SCOPE**

The COUNTY or the PROFESSIONAL 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 PROFESSIONAL'S compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the COUNTY and the PROFESSIONAL, shall be incorporated by written formal amendment.

## **SECTION 8 TERMINATION OF CONTRACT**

### 8.1 TERMINATION BY COUNTY FOR CAUSE

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

- a. If adequate progress on any phase of the assignment is not being made by the PROFESSIONAL as a direct result of the PROFESSIONAL'S failure to perform.
- b. The quality of the services performed by the PROFESSIONAL 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 particular services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.
- c. The PROFESSIONAL or any employee or agent of the PROFESSIONAL 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 PROFESSIONAL.
- d. The PROFESSIONAL becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The PROFESSIONAL violates the Standards of Conduct provisions of Section 13 herein.
- f. 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 PROFESSIONAL requesting that the

PROFESSIONAL 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 PROFESSIONAL of said show cause notice, the COUNTY may consider the PROFESSIONAL to be in default and may immediately terminate this Contract.

## 8.2 TERMINATION BY PROFESSIONAL FOR CAUSE

The PROFESSIONAL may cancel this Contract for the following reasons:

- a. The COUNTY fails to meet its obligations and responsibilities as contained in Section 3 – COUNTY’S Rights and Responsibilities.
- b. The COUNTY fails to pay the PROFESSIONAL in accordance with Section 4 – Compensation.
- c. In the event of either of the causes described in Section 8.2, the PROFESSIONAL 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 PROFESSIONAL within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the PROFESSIONAL may consider the COUNTY to be in default, and may immediately terminate this Contract.

## 8.3 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 PROFESSIONAL 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.

## 8.4 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 PROFESSIONAL to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the PROFESSIONAL. 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.

## 8.5 ACTION FOLLOWING TERMINATION

- a. 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.
- b. In the case of the COUNTY terminating the PROFESSIONAL, the PROFESSIONAL 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 PROFESSIONAL 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.

## 8.6 SUSPENSION

- a. The performance of the PROFESSIONAL’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

PROFESSIONAL'S services hereunder, the COUNTY shall so notify the PROFESSIONAL in writing, such suspension becoming effective upon the date of its receipt by the PROFESSIONAL, and COUNTY shall promptly pay to the PROFESSIONAL all fees which have become due and payable to the PROFESSIONAL to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the PROFESSIONAL for the suspended services unless and until the COUNTY notifies the PROFESSIONAL that the services of the PROFESSIONAL called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the PROFESSIONAL'S services hereunder are to be resumed, the PROFESSIONAL shall complete the services of the PROFESSIONAL called for in this Contract and the PROFESSIONAL shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the PROFESSIONAL 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 PROFESSIONAL under this Contract unless and until the PROFESSIONAL has attained that state of work where the same would be due and payable to the PROFESSIONAL under the provisions of this Contract.

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

## **SECTION 9 CLAIMS AND DISPUTES/REMEDIES**

### **9.1 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.

### **9.2 REMEDIES**

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the COUNTY and the PROFESSIONAL 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 10 INDEMNITY AND INSURANCE**

### **10.1 GENERAL**

The PROFESSIONAL agrees, to the fullest extent permitted by Florida law, to indemnify and hold the COUNTY harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the PROFESSIONAL'S negligent acts, errors or omissions in the performance of Professional Services under this Agreement, and those of the PROFESSIONAL'S Sub-Consultants or anyone for whom the PROFESSIONAL is legally liable.

The COUNTY agrees, to the fullest extent permitted by law, to indemnify and hold the PROFESSIONAL harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the COUNTY'S negligent acts, errors or omissions and those of the COUNTY'S Contractors, Sub-Contractors, Consultants or anyone for whom the COUNTY is legally liable, and arising from the project that is the subject of this Agreement.

The PROFESSIONAL is not obligated to indemnify the COUNTY in any manner whatsoever for the COUNTY'S own negligence.

### **10.2 INSURANCE**

The PROFESSIONAL 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 PROFESSIONAL'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. 22-R00070/PH**. 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:

#### **a. Worker's Compensation**

The PROFESSIONAL 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.

#### **b. Comprehensive General Liability**

The PROFESSIONAL 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.

#### **c. Comprehensive Automobile Liability**

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

#### **d. 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 PROFESSIONAL to the statutory limits applicable to Professional Liability.

Said Professional Liability Insurance shall provide for all sums which the PROFESSIONAL shall be obligated to pay as damages for claims arising out of service performed by the PROFESSIONAL, or any person or Sub-Contractor employed by the PROFESSIONAL, 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 PROFESSIONAL under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

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

Hernando County Board of County Commissioners  
ATTN: Human Resources/Risk 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 PROFESSIONAL has obtained insurance of the type, amount and classification required by these provisions.

## **SECTION 11 NEGOTIATION DATA**

The PROFESSIONAL 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 PROFESSIONAL'S compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the PROFESSIONAL'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 12 OWNER OF DOCUMENTS**

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 PROFESSIONAL in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the PROFESSIONAL. The PROFESSIONAL shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the PROFESSIONAL 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 PROFESSIONAL for the specific purpose intended will be at COUNTY'S sole risk and without liability or legal exposure to the PROFESSIONAL; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the PROFESSIONAL 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 PROFESSIONAL will

entitle the PROFESSIONAL to further compensation at rates to be agreed upon by the COUNTY and the PROFESSIONAL.

Any Documents given to or prepared or assembled by the PROFESSIONAL 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 PROFESSIONAL may maintain copies of all work performed under this Contract for the COUNTY.

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

### **SECTION 13 STANDARDS OF CONDUCT**

#### **13.1 PROFESSIONAL EMPLOYEES**

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

#### **13.2 PROFESSIONAL COMPLIANCE WITH LAWS**

The PROFESSIONAL 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.

#### **13.3 CONFLICT OF INTEREST**

The PROFESSIONAL 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 PROFESSIONAL, or any interest in property which the PROFESSIONAL may have. The PROFESSIONAL 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.

#### **13.4 REMOVAL OF EMPLOYEE**

The COUNTY is empowered to require the PROFESSIONAL to remove any employee or representative of the PROFESSIONAL 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 PROFESSIONAL in writing of the COUNTY'S objections prior to the PROFESSIONAL'S removal of any employee or representative.

#### **13.5 PUBLICATION**

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

## **SECTION 14 ACCESS TO RECORDS/AUDIT**

### **14.1 RECORDS MAINTENANCE**

The PROFESSIONAL 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 PROFESSIONAL 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 PROFESSIONAL'S books, records, documents, time records and cost accounts and other evidence shall be at the COUNTY'S expense.

### **14.2 ACCESS TO RECORDS**

The PROFESSIONAL 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 15 CODES AND DESIGN STANDARDS**

All of the services to be performed by the PROFESSIONAL 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 PROFESSIONAL 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 PROFESSIONAL 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 16 ASSIGNABILITY**

The PROFESSIONAL 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 PROFESSIONAL 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 17 CONTROLLING LAWS**

This Contract is to be governed by and construed according to the laws of the State of Florida.

## **SECTION 18 FORCE MAJEURE**

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 19 EXTENT OF CONTRACT**

This Contract, together with the RFQ No. 22-R00070/PH issued \_\_\_\_\_, the proposal submitted \_\_\_\_\_ and the Exhibits hereinafter identified and listed in this Section, constitute the entire Agreement between the COUNTY and the PROFESSIONAL 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 PROFESSIONAL have executed this Contract to become effective on the day and year first written above.

PROFESSIONAL:

\_\_\_\_\_  
Witness

COUNTY:  
Hernando County Board of County Commissioners

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Steve Champion, Chairman

**EXHIBIT “A”**

**SCOPE OF SERVICES  
FOR  
HYDROGEOLOGIC AND ENVIRONMENTAL MANAGEMENT SERVICES  
CONTRACT No. 22-R00070/PH**

**SCOPE OF SERVICES:**

**GENERAL:** Hernando County is seeking Statements of Qualifications from Florida- registered firms qualified to provide Hydrogeologic & Environmental Management Services. Professional consultant services may be required for hydrological, hydrogeologic, geologic, and geotechnical projects or aspects of projects including, but not limited to the following services:

- Hydrologic data monitoring and analysis
- Utilities and Infrastructure design
- Scientific investigation, analysis and technical studies
- Environmental monitoring and management
- Environmental monitoring plans
- Oversight and implementation including an Environmental Management Plan (EMP) per the special conditions in the existing Hernando County Water Use Permits (WUPs)
- Water supply planning and permitting
- Water source assessments
- Environmental assessments
- Well/wellfield siting, design and construction management;
- Wellhead modeling & protection activities
- Well testing & rehabilitation
- Private well complaint investigation and resolution
- Groundwater modeling
- Groundwater monitoring plans
- Sinkhole investigations
- Development of hydrologic, geologic, hydrogeologic models, cross-sections and evaluations
- Design and operation of groundwater contamination remediation systems
- Preparation of plans, specifications, and reports
- Cost estimating and scheduling
- Permit preparation and regulatory compliance issues
- Water quality monitoring
- Minimum flows monitoring
- Required survey and administration services
- All other related services.

Additionally, the following is a detailed scope of Ecological Services the Consultant must perform related to the EMP for all the monitoring sites in accordance with the current WUPs:

- Semi-annual vegetative monitoring and recording of water levels
- Twice monthly hydrological monitoring and reporting of the data. Each site has either a staff gauge and/or piezometer. Three sites shall be daily monitored using water level recorders
- Semi-annual soil subsidence monitoring
- Semi-annual photographic documentation
- 5-Day initial wildlife survey and literature search in accordance with Section 18 D Wildlife Methodology Guidelines, Game and Freshwater Fish Commission

January 15, 1988

- Twice monthly incidental wildlife data collection. Hydrological monitoring will be recorded at this time frame
- Annual Environmental Assessment Report. The hydrologic, vegetative, soils subsidence, photographic, and wildlife monitoring data shall be presented and discussed in the report. Draft report shall be completed and furnished to the HCUD by January 15<sup>th</sup> of each calendar year and submitted to SWFWMD by March 1<sup>st</sup> for the preceding water year (October 1 -September 30)
- The Annual report shall investigate relationships between water level fluctuations, well pumpage, atmospheric conditions, and drainage factors related to the environmental condition of the wetlands and lakes in the vicinity of the permit areas. Pumpage data, wetland, water level data collected from each aquifer and for the region shall be used. Appropriate statistical trend analyses shall be performed to analyze the interactions of rainfall and pumpage on surface water levels, potentiometric levels in the semi-confined aquifers, lake and wetland water levels, tree falls per unit area, rate of soil subsidence and evidence of vegetational succession, uplands vegetation and wetlands vegetation. Data shall be obtained through field measurements and aerial photo interpretation. A brief summary of any recommended changes to the monitoring requirements shall be provided.

The scope of work and cost for each specific project will be negotiated with the Consultant as the need arises. Some of the services listed above may not be required, and the HCUD reserves the right to initiate additional procurement actions for any projects or services included in this request. Consultant contracts are non-exclusive, and the HCUD reserves the right, at its sole discretion, to enter into contracts with different firms for various projects.