RFQ MCHD OFFICE BUILDOUT

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FOR INQUIRIES: RFQ@MCHDT.ORG

RFQ 26-002 – OFFICE BUILDOUT

Introduction

The Marion County Hospital District is soliciting statements of qualifications for this project (the "RFQ"). Marion County Hospital District expects interested individuals and Contractors will make every effort to assemble a team with the requisite expertise and qualifications to supply the product or service. Throughout this document the terms Respondent and Contractor are used interchangeably to refer to the Contractor submitting this RFQ. Please note all bid plans will be on https://network.demandstar.com/.

Schedule of Pertinent Dates

Activity	Date
RFQ Issue Date	November 20, 2026
Inquiry Questions Due	December 4, 2026
Responses to Inquiries Posted	December 15, 2026
Proposal Submission Deadline	January 15, 2027
Selection of Finalists	February 22, 2027
Oral Presentations, if needed	February 22, 2027
Approval by District Board of Trustees	February 22, 2027
Anticipated Contract Start Date	March 5,, 2027

PART 1 - INTENT AND GENERAL INFORMATION

Thank you for your interest in working with the Marion County Hospital District. Please direct questions regarding the bid documents and specifications to Marion County Hospital District in writing to RFQ@mchdt.org and all answers to your questions will be posted to our website on date specified above. Pertinent information and required documents regarding this solicitation as part of a responsive submittal are listed below:

Part 1 – Intent and General Information ……..……... Pages 1-5
Part 2 – Required Documents to be Returned...……..……... Pages 6-10
Part 3 – General Conditions……Pages 11-14
Part 4 – Scope of Work……...Page 15

1.1 REQUEST FOR QUALIFICATIONS:

The Marion County Hospital District is soliciting statements of qualifications for this project (the "RFQ"). Marion County Hospital District expects interested individuals and Contractors will make every effort to assemble a team with the requisite expertise and qualifications to supply the product or service. Throughout this document the terms Respondent and Contractor are used interchangeably to refer to the Contractor submitting this RFQ.

OPERATIONS COMMITTEE APPOINTMENT AND SUBMITTAL EVALUATION PROCESS:

Proposals will be evaluated by the Marion County Hospital District Operations Committee. In all cases, Contractors will be evaluated based on the criteria herein. The Operations Committee may recommend some/all/none of the respondents qualified for the type of work.

PROHIBITION OF LOBBYING:

To ensure fair consideration for all Contractors, the Marion County Hospital District prohibits communication to or with

any department, bureau or employee during the submission process, except as provided in this section. Additionally, the Marion County Hospital District prohibits communication initiated by a Contractor to any District Official or employee evaluating or considering the proposals (up to and including the Executive Director or the Marion County Hospital District Trustees) before the time an award decision has been made. Any communication between Contractor and the Marion County Hospital District will be initiated by the Marion County Hospital District staff in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a Contractor may be grounds for disqualifying the offending Contractor from consideration for award of the proposal and/or any future proposal.

1.2 HOW TO SUBMIT A REQUEST FOR QUALIFICATIONS (RFQ):

Contractors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required previously stated information appears on the outer package or envelope used by such service. Include all required documents having authorized signatures; itemized and included herein, all must be received in a sealed package prominently marked on the outside with the contactor's name, phone number, fax number, e-mail address (if applicable), company name, address along with the project number and title.

DEADLINE for receipt of submittals in response to this Request for Qualifications is listed on the Invitation's Cover Page. Submittals should be mailed via certified mail or hand delivered to: **the Marion County Hospital District, 1121 SW 1st Avenue, Ocala, Florida 34471.** Submissions by fax or other electronic media will not be accepted *under any circumstances*. Contractors who fail to include the solicitation reference information on the face of the envelope may be deemed "non-responsive," and such Contractors shall have no grounds of protest in the event their submittals are opened in error. The District is not responsible for delays caused by any mail, package or courier service, including the US mail, or caused by any other occurrence. Any proposal received after the due date and time stated will not be opened, and will not be considered.

1.3 SUBMITTAL OPENING PROCESS:

Proposals will be opened on or as soon as reasonably feasible after the Due Date, after which time a Respondents' List will be prepared and uploaded to DemandStar. An Operations Committee Meeting will be set when the Committee has had sufficient time to review all submittals. The Operations Committee Meeting will be noticed on DemandStar (only), and after the Operations Committee makes its recommendation, all responding Contractors will be notified of intent.

1.4 SUBMITTAL REQUIREMENTS AND EVALUATION OF PROPOSALS:

Proposals will be reviewed and evaluated by a Committee designated by the Board of Trustees based upon the criteria below, and as supported by the Contractor's documentation for the requirements within each tab. The Committee may make a recommendation to request a selected group of Contractors to make presentations. Such presentations may provide an opportunity for the Contractors to clarify the information provided in their proposal. If presentations are given, the final decision of the Committee will be based on the tabulation from the presentations. The Marion County Hospital District reserves the right to make selections based on the submittals only or to request presentations before determining final ranking. The Committee will notify the Contractor(s) of recommendations and will present to the Board of Trustees who have the authority to make the final determination and award contracts.

SCORING GUIDELINES:

All submittals received in accordance with this solicitation will be evaluated using the following scoring guidelines (multiplied by weights when applicable) unless other scoring is specifically identified in the category:

0 Non-Responsive – Included no information on subject criteria; blank; unacceptable
1 Poor - Indicated responses, but indecipherable or incomplete for subject criteria; unacceptable
2 Fair – Contained adequate information, but information is less than required of subject criteria; unacceptable
3 Average – Included minimum information requested in subject criteria; acceptable
4 Good – Response was thorough and complete for subject criteria; acceptable
5 Excellent – Response exceeds requested criteria; exceptional resources, staff, materials, etc; excellent

A. SCHEDULING AND COST CONTROL – The Contractor's scheduling system and cost control system should be described. Methods for assuring subcontractors' adherence to schedule should be highlighted. Contractors shall also include initial and final project schedules and budgets for their last five projects completed in Marion County, Florida for a governmental entity as an indication of their ability to maintain schedules and budgets during the course of a project. **Weight for this category is 40%**

B. QUALIFICATIONS AND EXPERIENCE- The ability to produce quality, cost effective, functional design. The experience and expertise of the Contractor on similar projects. Ability to communicate, work effectively in a group and build consensus with staff, elected officials, Non-profit agency partners, and the public. Experience regarding project budgets and schedules, and the demonstrated ability to meet both. References from clients on similar projects. **Weight for this category is 25%**

C. PROPOSED TEAM – Office Staff - Indicate the capabilities of the in-house staff and the depth and abilities of the organization, which the Contractor can draw upon as needed. This will include management, professional, technical and support staff. **On-Site Staff** – The Contractor should furnish the names of all on-site staff with management authority that Contractor will employ on this project. The ability and experience of the field staff will be evaluated with specific attention to project related experience. **Weight for this category is 20%**

D. MARION COUNTY EXPERIENCE – In order to receive the maximum number of points in this category, the Contractor must have experience working in Marion County, Florida during at least the past twelve (12) months. **Weight for this category is 15%**

Scores are per Committee Member (each member can apply zero points up to the maximum points as designated then multiplied by the weight for each category and then totaled); to gain maximum points, verify each item above is supported by all necessary and required documentation listed in the tabs below.

HOW TO ASSEMBLE YOUR PROPOSAL:
The following documents and forms must accompany any offer submitted in the order identified below and will be the basis for Operations Committee evaluation and scoring for the criteria listed in Section 1.4. A submittal returned without these documents may deem the offer non-responsive. The Marion County Hospital District reserves the right to request additional information from any Contractor prior to award. ** shall signify that the Documents and/or Forms are included with this RFQ.*

Tab 1 - Contractor Qualifications to Perform the Work

A. The Contractor Qualifications Statement/Introduction Letter shall include the following information:
   1. A detailed description of Contractor's qualifications to furnish the scope of work contained in this RFQ.
   2. Provide an outline identifying the organizational structure and the responsibilities of management and staff performing work on the Project; describe method employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training, and timely initiation and completion of all work.
   3. Explain Contractor's financial capabilities for performing the obligations contained in this RFQ.
   4. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Contractor, any of its employees, or subcontractors intended for this project is, or has been involved within the last three (3) years.

B. Letter from a financial institution with which the Contractor has conducted business for at least the last 12 months stating the Contractor is in good standing (this should be generic enough to not be considered confidential).

C. Indicate whether the Contractor has bonding capacity for this Project.

Tab 2 - Minimum Standards for Working with The Marion County Hospital District

A. The submittal shall contain *proof of insurability* issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+ for the required insurance(s) listed below:
   - Workers Compensation Insurance- for all employees of the Contractor as required by Florida Statute 440, and Employer's Liability limits of not less than $1,000,000 per accident.
   - Commercial General Liability Insurance- on a comprehensive basis in an amount not less than $1,000,000 per occurrence, and $2,000,000 annual aggregate, the Marion County Hospital District must be shown as an additional insured.

- Business Auto Liability- shall be provided by the Contractor with combined single limits of not less than $1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles.

B. Proof of required license when applicable (Contractor is responsible for knowing which license is required for work under this RFQ).
C. Proof of Contractor entity location (tangible tax listing, Contractor license or registration on www.sunbiz.org, or other type of location documentation).
D. Proof of Contractor's ability to do business in the State of Florida.
E. W-9.
F. Conflict of Interest Statement(*2.4)

Tab 3 - Qualifications of the Contractor's Personnel

A. Resumes of key individuals and personnel assigned to project(*2.2)
B. Similar Work Detail(*2.3)
C. Letters of Reference for Similar Projects [in conjunction with Tab 3 (B)]

Tab 4 - Remaining Required Forms and Documents

A. Contractor Certification Page/Addenda Acknowledgement/Cover Page(*2.1)

PROPOSAL SPECIFICATIONS AND ASSEMBLY:

Proposal requirements

- **One (1) Original Document** – shall have original signatures and be clearly noted as ***ORIGINAL*** on the cover. *Double sided printing is encouraged when appropriate.*
- **Plus EIGHT (8) Copies of Original Document –** (copies of original submittal including any additional materials/enclosures provided) clearly noted ***COPY*** on the cover. *Double sided printing is encouraged whenever appropriate for the submittal.*
- **One (1) Electronic Copy of Original Document – one (1)thumb/flash drive** shall be provided which includes all required documents, and as a single .pdf document.
- **Page Limit** – Twenty (20) pages, including exhibits.
- **Page Size** – 8 ½ x 11; oversized or pullout pages must be folded down to meet this size.
- **Binding** – It is preferred that all physical submittals be submitted using comb binders that shall be neat and appropriate for the document's thickness. **NO 3-RING BINDERS**.

1.5 DISCUSSIONS AND NEGOTIATIONS

Negotiations will be held with the most qualified Contractor for compensation which the Marion County Hospital District determines is fair, competitive, and reasonable. Should the Marion County Hospital District be unable to negotiate a satisfactory contract with the Contractor considered to be the most qualified at a price the Marion County Hospital District determines to be fair, competitive, and reasonable, negotiations with that Contractor will be formally terminated. The Marion County Hospital District will then undertake negotiations with the second most qualified Contractor. Failing accord with the second most qualified Contractor, the Marion County Hospital District will terminate negotiations. The Marion County Hospital District will then undertake negotiations with the third most qualified Contractor. Should the Marion County Hospital District be unable to negotiate a satisfactory contract with one of the top three Contractors, the Marion County Hospital District shall select additional Contractors in the order of their competence and qualification and continue negotiations until an agreement is reached.

1.6 BILLING COMPLIANCE:

Contractor should be able to provide a variety of options for invoice and statement formats to accommodate the specific needs of the Marion County Hospital District.

1.7 ACKNOWLEDGEMENT OF CONTRACTOR RESPONSIBILITIES:

Contractor shall review and acknowledge all addenda issued to date on the Acknowledgement and Acceptance Form and shall acknowledge that "I understand timely commencement may be considered in award of this Request for Qualifications (RFQ), and cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify services will meet or exceed RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, specifications, terms and conditions as applicable, and that I am thoroughly familiar with all provisions and the quality and type of coverages and services specified. I further declare that I have not divulged, discussed or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose."

1.8 PUBLIC RECORDS COMPLIANCE SERVICES/CONSTRUCTION IF NO AGREEMENT

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

1. Keep and maintain public records required by the Marion County Hospital District to perform the service.

    a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).*

    b. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the District. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

Upon request from the Marion County Hospital District's custodian of public records, Contractor shall provide the Marion County Hospital District 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 for by law. If a CONTRACTOR does not comply with the Marion County Hospital District's request for records, the Marion County Hospital District shall enforce the provisions in accordance with the contract.

Contractor shall ensure that project 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 Marion County Hospital District.

Upon completion of the contract, Contractor shall transfer, at no cost, to the Marion County Hospital District all public records in possession of the CONTRACTOR or keep and maintain public records required by the District to perform the service. If the CONTRACTOR transfers all public records to the Marion County Hospital District 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 the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the Marion County Hospital District, upon request from the Marion County Hospital District's custodian of public records, in a format that is compatible with the information technology systems of the Marion County Hospital District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT Marion County Hospital District Attorney at (352) 579-6627, BY MAIL AT 1531 Southeast 36th Ave., OCALA, FL 34471 OR BY EMAIL AT kmackay@lawyersocala.com.

A CONTRACTOR who fails to provide the public records to the Marion County Hospital District within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

PART 2 – REQUIRED DOCUMENTS TO BE RETURNED

2.1 COVER PAGE

LAST DAY FOR QUESTIONS: (15 Days)	**DUE DATE**: (30 Days)

For questions relating to this solicitation, contact: Kimberly Glancy via e-mail at kimberly@mchdt.org or via telephone at (352) 619-4302.

It is the responsibility of contractors who receive this Solicitation from sources other than the Marion County Hospital District or DemandStar to contact the Marion County Hospital District prior to the due date to ensure any updates/addenda are received in order to submit a responsible and responsive offer. Not submitting a complete and accurate document may deem the offer non-responsive and have your RFQ rejected.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my response to this RFQ, I have verified that all addenda issued to date are considered as part of my offer:

Addenda received (list all) # _____

Company Name: _____

Printed Name: _____ Title: _____

E-mail address: _____ FEIN: _____

Street Address: _____

Mailing Address (if different): _____

Telephone: (_____) _____ Fax: (_____) _____

By signing this form, I acknowledge I have read and understand, and my Contractor complies with all General Conditions and requirements set forth herein:

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

DATE SUBMITTED _____

This document must be completed and returned with your Submittal

2.2 - RESUMES OF KEY INDIVIDUALS

Use one page per individual - use additional pages as necessary

Name of Individual:_____

Title and/or Position:_____

Indicate if individual is authorized to sign contracts on behalf of the Contractor: _____

Name of Company	Office Location	City of Residence	Years of Experience in Field	Years with this Contractor
Education / Certifications / Registration				
Describe Related Experience Within the Last 5 Years and your SPECIFIC ROLE ☐ This Contractor ☐ Previous Contractor				
Project Descriptions –				
Project Descriptions –				
Project Descriptions –				
Description of Equipment/Hardware Software Familiarity and Significant Accomplishments				

This document must be completed and returned with your Submittal

2.3 - SIMILAR WORK DETAIL

(do not list the same client twice)

If the contractor has completed similar work for Marion County or The City Of Ocala in the past 24 months and has had any final project evaluations, list the County's or City's project manager's name and the title of the project in the first box. This section shall specifically include any unfavorable final project evaluations received by Contractor in the past (24) months. Additional references or letters are not required.

Company Name:	
How this detail is similar to scope under the RFQ:	
Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
A Letter of Reference is REQUIRED from this contact to deem this a complete and responsive submittal	

Company Name:	
How this detail is similar to scope under the RFQ:	
Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
A Letter of Reference is REQUIRED from this contact to deem this a complete and responsive submittal	

Company Name:	
How this detail is similar to scope under the RFQ:	
Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
A Letter of Reference is REQUIRED from this contact to deem this a complete and responsive submittal	

This document (including corresponding Letters of Reference) must be completed and returned with your Submittal

2.4 CONFLICT OF INTEREST STATEMENT

Florida Statute §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the Marion County Hospital District either directly or indirectly. Therefore, please indicate if the following applies:

PART 1.

- ☐ I am an employee, public officer, or an advisory board member of the Marion County Hospital District (LIST).
  NAME:_____
- ☐ I am the spouse or child of an employee, public officer or board member of the Marion County Hospital District.
  NAME:_____
- ☐ An employee, public officer, or board member of the Marion County Hospital District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity. For the purposes of FS §112.313, indirect ownership does not include ownership by a spouse or minor child.
  NAME:_____
- ☐ Respondent employs or contracts with an employee, public officer, or board member of the Marion County Hospital District.
  NAME:_____
- ☐ Principal or Agent is former employee of Marion County Hospital District with less than one (1) year of inactive service.
  NAME_____
- ☐ NONE OF THE ABOVE

The District shall review any relationship which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

COMPANY_____

PRINTED NAME_____

SIGNATURE_____

This document must be completed and returned with your Submittal

PART 3 - GENERAL CONDITIONS

3.1 PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3.2 INDEMNIFICATION : The Contractor agrees to defend, indemnify and hold harmless the Marion County Hospital District and its officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of the contract referenced herein. This obligation to defend, indemnify and hold harmless shall extend to causes of action arising solely from the sole and direct negligence of the Marion County Hospital District. The obligations set forth under this Section shall include but not be limited to any claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

3.3 ANTI TRUST LAWS: By submission of a signed RFQ, the successful Contractor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

3.4 DOCUMENT RE-CREATION: Contractor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Marion County Hospital District format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document, or is altered from its originally distributed format/content.

3.5 FUNDING: The obligation of the Marion County Hospital District for payment to a Contractor is limited to availability of funds appropriated in a current fiscal period, and continuation of contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

3.6 INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any Contractor as to the meaning of the RFQ Contract Documents. Any inquiry or request for interpretation received by the Marion County Hospital District before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-RFQ Conference, mailed or sent by available or electronic means to all attending prospective Contractors prior to the established RFQ opening date. Each Contractor shall acknowledge receipt of such addenda in the space provided. In case any Contractor fails to acknowledge receipt of such addenda or addendum, his RFQ will nevertheless be construed as though it had been received and acknowledged and the submission of his RFQ will constitute acknowledgment of the receipt of same. All addenda are a part of the RFQ FORMS and each Contractor will be bound by such addenda, whether or not received by him. It is the responsibility of each Contractor to verify that he has received all addenda issued before RFQs are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFQ Contract are to be considered as approximate only and are to be used solely for the comparison of RFQs received. The Marion County Hospital District and/or the Contractor do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Contractor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other RFQ/proposal Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices.

3.7 GOVERNING LAWS AND REGULATIONS: The Contractor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. Notwithstanding the foregoing, this Agreement shall be construed in accordance with the laws of the state of Florida.

3.8 PROPRIETARY/CONFIDENTIAL INFORMATION: Contractors are hereby notified that all information submitted as part of, or in support of RFQs, will be available for public inspection ten days after opening of the RFQs or until a short list is recommended whichever comes first, in compliance with Chapter 119, 287 and 255.10 of the Florida Statutes. Any person wishing to view the RFQs must make an appointment by calling the Marion County Hospital District at (352) 622-3662. All RFQs submitted in response to this solicitation become the property of the Marion County Hospital District. Unless information submitted is proprietary, copyrighted, trademarked, or patented, the Marion County Hospital District reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFQ, in its best interest.

3.9 TAXES: The Marion County Hospital District, is exempt from sales and excise taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

3.10 NON-COLLUSION DECLARATION: By signing this RFQ**,** all Contractors shall certify that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Contractor, Contractor, or person to submit a collusive or sham RFQ in connection with the work for which their RFQ has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFQ or of any other Contractor, or to fix any overhead, profit, or cost elements of the RFQ price or the RFQ price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Contractor, or any person interested in the proposed work.

3.11 CONTRACTOR RESPONSIBILITY: Invitation by the Marion County Hospital District to Contractors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State and County law. Contractors or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

3.12 OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFQ, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the Marion County Hospital District. Reference to literature submitted with a

previous RFQ will not relieve the Contractor from including any required documents with this RFQ.

3.13 EXAMINATION OF RFQ DOCUMENTS: Each Contractor shall carefully examine the RFQ Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve them of the obligations and responsibilities assumed under the Contract.

3.14 CONTRACTOR RESPONSIBILITY: Contractors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Marion County Hospital District will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

3.15 LONG TERM CONTRACT AND ECONOMIC CHANGE: During the life of the contract, if circumstances (e.g.: fuel costs) arise beyond the Contractor's control creating a need for a price adjustment, the Contractor may submit a request for such adjustment. Requests may only be submitted once per calendar year and will be considered a temporary adjustment. Temporary shall mean price adjustments are monitored in association with market fluctuations. All price adjustments are subject to Board approval. If approved, price adjustments would only be in effect until reasonable market stability has occurred. At that time, all pricing would revert to original contract pricing.

3.16 Marion County Hospital District, a political subdivision of the State of Florida, reserves the right to reject any and/or all submittals, waive any informalities or irregularities in the RFQ process, and to award the contract contemplated herein to the Respondent whose proposal is in the best interest of the Marion County Hospital District as determined in its sole and absolute discretion. Submittals not meeting stated minimum terms and qualifications may be rejected by the Marion County Hospital District as non-responsive. The Marion County Hospital District reserves the right to reject any or all submittals without cause. The Marion County Hospital District reserves the right to reject the submission of any Contractor in arrears or in default upon any debt or contract to the Marion County Hospital District, or who has failed to perform faithfully any previous contract with the County or with other governmental agencies.

3.17 PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFQ become public records subject to the provisions of Chapter 119, Florida Statutes. **DETAILS OF SUBMITTALS/PUBLIC RECORDS EXEMPTION:** §119.07, F.S., the Public Records Law. Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the Marion County Hospital District in connection with any solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in §119.07, F.S. If the Contractor believes any of the information contained in his or her response is exempt from the Public Records Law, then the Contractor, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The Marion County Hospital District's determination of whether an exemption applies shall be final, and the Contractor agrees to defend, indemnify, and hold harmless the Marion County Hospital District and the Marion County Hospital District's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Marion County Hospital District's treatment of records as public records. §286.0113, F.S. Provides that meetings of persons appointed to evaluate RFQs or proposals and negotiate contracts shall be closed to the public during oral presentations made by a Contractor, or where a Contractor answers questions. Neither Contractors, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their RFQ or proposal with the committee members. The portions of these meetings are subject to disclosure at the time of an intended award decision or within thirty (30) days of the RFQ or proposal opening, whichever is earlier.

3.18 VERIFICATION OF TIME: Atomic time is hereby established as the Official Time for Marion County Hospital District Solicitations. All times stated herein and any other solicitation generated by the Marion County Hospital District will refer to atomic time.

3.19 PREPARATION OF RFQS: Signature of the Contractor: The Contractor must sign the RFQ FORMS in the space provided for the signature. If the Contractor is an individual, the words "doing business as ____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the Contractor name and the words, "Member of the Contractor" should be written beneath such signature. If the Contractor is a corporation, the title of the officer signing the RFQ on behalf of the corporation must be stated and evidence of his authority to sign the RFQ must be submitted. The Contractor shall state in the RFQ FORMS the name and address of each person interested therein.

3.20 TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFQ shall request a copy of the tabulation in accordance with public records policy.

3.21 OBLIGATION OF WINNING CONTRACTOR: The contents of the RFQ of the successful Contractor will become contractual obligations if an agreement ensues. Failure of the successful Contractor to accept these obligations in a contract may result in cancellation of the award and such Contractor may be removed from future participation.

3.22 AWARD OF RFQ: It is the Marion County Hospital District's intent to select a Contractor within **sixty (60) calendar days** of the deadline for receipt of RFQs. However, RFQs must be Contractor and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of RFQs.

3.23 ADDITIONAL REQUIREMENTS: The Contractors shall furnish such additional information as Marion County Hospital District may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Marion County Hospital District reserves the right to make investigations of the qualifications of the Contractor as it deems appropriate.

3.24 PREPARATION COSTS: The Marion County Hospital District shall not be obligated or be liable for any costs incurred by Contractors prior to issuance of a contract. All costs to prepare and submit a response to this RFQ shall be borne by the Contractor.

3.25 TIMELINESS: All work will commence upon authorization from the Marion County Hospital District. All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

3.26 DELIVERY: All prices shall be FOB Destination, Ocala, Florida, inside delivery unless otherwise specified.

3.27 PLANS, FORMS & SPECIFICATIONS: RFQ Packages are available from the Marion County Hospital District. These packages are available for pickup or email at no additional charge. NO RFQ FORMS will be faxed. If requested to mail, the Contractor must supply a courier account number (UPS, FedEx, etc). Contractors are required to use the official RFQ FORMS, and all attachments itemized herein, are to be submitted as a single document. RFQ FORM documents for this project are free of charge and are available on-line and are downloadable (Contractor must pay DemandStar fees or shipping), unless otherwise noted.

3.28 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand

names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Contractor may Bid any brand for which he is an authorized representative, which meets or exceeds the Bid specification for any item(s). If RFQs are based on equivalent products, indicate on the RFQ FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFQ will not satisfy this provision. The Contractor shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFQs which do not comply with these requirements are subject to rejection. RFQs lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFQ FORM. The Marion County Hospital District is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the District unless evidenced by a Change Notice issued and signed by the Marion County Hospital District, or designated representative.

3.29 QUANTITIES: Quantities specified in this RFQ are estimates only and are not to be construed as guaranteed minimums.

3.30 SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Contractor's expense. Each sample shall be labeled with the Contractor's name, manufacturer brand name and number, RFQ number and item reference. Samples of successful Contractor's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the District within a reasonable time as deemed appropriate.

3.31 ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACK"): The Contractor by submitting a RFQ/proposal acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being proposed in this RFQ/proposal, for the same prices and/or terms proposed. Contractor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the Contractor's approval – without the Contractor's approval, the seeking Agency cannot Piggy-Back.

3.32 PAYMENT TERMS: If payment terms are not indicated, terms of NET 30 DAYS shall be applied by the Marion County Hospital District. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

3.33 DRUG FREE WORKPLACE CERTIFICATION: As part of the submittal for this project, and authorization on the Acknowledgement and Acceptance Form, and in accordance with Florida Statute 287.087, the person submitting for this RFQ attests this Contractor:

- Publishes a written statement notifying the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions will be taken against violations of such prohibition.
- Informs employees about dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and penalties may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services under RFQ or proposal, a copy of the statement specified above.
- Notifies the employees as a condition of working on the commodities or contractual services under RFQ or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction or 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.

3.34 EMPLOYEE ELIGIBILITY VERIFICATION: For projects funded with State or Federal dollars, the Marion County Hospital District adheres to practices set forth under the e-verification (EV) system, which is outlined in the clauses below. Information provided by the Contractor is subject to review for the most current version of the State or Federal policies at the time of award. Contractor has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal EV Program for Employment Verification under terms provided in the "Memorandum of Understanding" governing the program.
1. To provide to the Marion County Hospital District, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the EV "Edit Company Profile" screen, containing proof of enrollment in the EV Program *(this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the employer's home page).*
2. To require each subcontractor that performs work under this contract to enroll and participate in the EV Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the EV Program and make such record(s) available to the District upon request.
3. To maintain records of its participation and compliance with the provisions of the EV program, including participation by its subcontractors as provided above, and to make such records available to the Marion County Hospital District or other authorized state entity consistent with the terms of the Memorandum of Understanding.
4. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Marion County Hospital District may treat a failure to comply as a material breach of the contract.

3.35 EVALUATION, ACCEPTANCE OR REJECTION OF PROPOSAL: The Marion County Hospital District may, at its sole and absolute discretion reject any and all, or part of any and all, responses; readvertise this RFQ; postpone or cancel at any time this RFQ process; or waive any irregularities in this RFQ or in any responses received as a result of this RFQ. The Marion County Hospital District may reject a RFQ based on past performance of Contractor.

3.36 FOR FEDERAL AND/OR FDOT FUNDING – TITLE VI/ NONDISCRIMINATION POLICY STATEMENT – APPENDIX A & E: During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

Compliance with Nondiscrimination Statues and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment involving Federal or FDOT funds, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

THE CONDITIONS HEREIN ARE ACKNOWLEDGED BY YOUR SIGNATURE ON THE COVER PAGE AND INCORPORATED BY REFERENCE HEREIN

RFQ
Construction Manager For District's
Interior Office Project
PART 4 - SCOPE OF WORK

4.1 DESCRIPTION
The purpose of this Solicitation is to contract for the services specified herein, from a qualified Contractor that will provide licensed Construction Manager ("CM") Services. This shall be a single purpose contract, requiring the CM to have the ability to manage a single Commercial Project. The selected Contractor(s) shall contract with the Marion County Hospital District to provide construction services related to the Project as contemplated herein. There shall be no renewal options. The Marion County Hospital District reserves the right to award this contract to multiple contractors. The scope of work consists of constructing interior office improvements as set forth in the plans and specifications prepared by the Marion County Hospital District's Architect/Engineer Partin Architecture Co. (the "Architect/Engineer"). A copy of the Project Plans are attached hereto as ***Exhibit "1"*** (the "Scope of Work").

4.2 CONSTRUCTION MANAGEMENT SERVICES
These services will be performed unilaterally for the Marion County Hospital District, or in close coordination and cooperation with the Architect/Engineer. Services will apply to both Preconstruction, Bidding and Construction phases of each Project, and will include services related to all Architectural, Engineering, and Construction disciplines as well as all aspects of Project construction. CM Services will apply to all Project phases: Programming and Conceptual Design, Schematic Design, Design Development, Construction Documents, Bidding (Subcontract), and Construction until occupation by the District and completion of Final Punch list .

4.3 CONSTRUCTION MANAGER SCOPE OF SERVICES
In general, services will consist of the following (to be further defined in the Contract) for this project.

1. Preliminary evaluation of Owner's program, Project budget, and schedule requirements.
2. Consultation and recommendations on construction feasibility, time requirements, value engineering (VE), and budgeting.
3. Preliminary Project scheduling
4. Phased Construction planning
5. Preliminary Cost Estimates
6. Development of subcontractor interest in the Project
7. Long-lead and Direct Purchase Item identification, scheduling and ordering
8. All Federal Labor Standards compliance as required by the Marion County Hospital District funding sources.
9. Control Estimate and Contract Time and provision of a Guaranteed Maximum Price (GMP) to the Owner.
10. Construction of the Project.
11. Construction Administration of the Project.
12. Coordination of all testing, surveys, and reports; scheduling and analysis of same.
13. Perform any and all services as are customary with the Construction Management process.
14. May be required to do non-binding tests bids to ensure project is on budget.
15. Able to familiarize themselves and adhere to the policies and procedure of Community Services and HUD.

4.4 FEES
Fees for services will be negotiated and mutually acceptable by both Contractor and District on an individual basis for this Project. There is no cap on the total fees payable under this Agreement.

4.5 QUALIFICATIONS
In addition to the qualifications contained in other sections of this RFQ, submittals must include documentation of the Company having at least five (5) years of experience for principals assigned to the work under this agreement in Contractor services. All staff on project site, including all staff of subs shall have legal ability to work in the United States (citizenship or green card). *The CM MUST meet all state and local licensing requirements as a general contractor in order to obtain any and all required building permits.*