

DISASTER AND DEBRIS REMOVAL SERVICES

24-TF00708/AP

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
Disaster and Debris Removal Services

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1. INTRODUCTION

1.1. Summary

INVITATION TO BID (ITB)
NOTICE IS HEREBY GIVEN THAT THE
BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA,
IS ACCEPTING BIDS FOR:
ITB NO. SOLICITATION # 24-TF00708/AP
FOR

Disaster and Debris Removal Services

The Board of County Commissioners of Hernando County, Florida, ("the County"), is soliciting Vendors/Contractors that are active in Disaster and Debris Removal Services.

The County desires to retain qualified and experienced disaster and debris management and removal service provider(s) for preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation within the unincorporated areas of the County.

These services are to be completed in a timely and cost-effective manner while lawfully documenting all related activities according to FEMA regulations.

The County intends to award multiple Vendor/Contractors by service and may choose the same Vendor/Contractor for more than one (1) service. The County reserves the right to make multiple awards to the lowest, responsive and responsible Bidders based on **group or the unit item price**. Vendors may elect to bid on ALL or SELECT services only. Requested services consist of the following:

During PHASE I – Cut and Toss of Debris from Roadway

During PHASE II – Collection, Hauling to Staging Site and Reduction

During PHASE III – Loading of Reduced Material and Final Disposal

Optional Services: Logistics and Planning Services

Required Services: Storm Sewer Cleaning, White Goods, Freon Recovery, Dead Animals

Optional Services for RED TIDE: Clean Up and Removal of Putrescent Debris

When notified, the Vendor/Contractor(s) representative shall be physically present at the Hernando County Emergency Operations Center within six (6) hours. The County may at its option, award to multiple Vendor/Contractor(s) to provide the level of capability determined necessary given the depth and scope of each disaster impact to the County.

The emphasis of this Bid shall be to ensure:

- Worker and public safety as a TOP PRIORITY of ALL operation

- Effective coordination of ALL operations and how one interrelates to the other;
- Expedient and effective emergency movement of debris during the first seventy (70) hours post disaster, seeking to facilitate emergency ingress/egress of first responders search and rescue, fire suppression, and law enforcement efforts;
- The County has every opportunity to maximize ALL governmental reimbursement programs and any time-line based incentive programs.

Offers for furnishing the above will be received and accepted up to 10:00 am, local time, Monday, May 13, 2024, via the Hernando County Procurement Department [eProcurement Portal](#). Only electronic submittals shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida, reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the Bid Documents and the Hernando County Procurement Ordinance.

Interested firms may secure the Bid Documents, plans, drawings, and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Procurement Department website at www.hernandocounty.us or submit a question via the Q&A Tab in the County's [eProcurement Portal](#).

The Procurement Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this Solicitation.

1.2. [Background](#)

1.3. [Contact Information](#)

Alisa Pike

Procurement Coordinator

Email: alisap@co.hernando.fl.us

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

Department:

Procurement Department

Department Head:

Carla Rossiter-Smith

Chief Procurement Officer

1.4. [Timeline](#)

Release Project Date	April 10, 2024
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Pre-Proposal Meeting (Non-Mandatory)	April 17, 2024, 10:00am Hernando County Department of Public Works 1525 East Jefferson Street, Brooksville, FL 34601
Question Submission Deadline	April 22, 2024, 5:00pm

<p>Proposal Submission Deadline</p>	<p>May 13, 2024, 10:00am Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOSUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>---</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none">• +1 305 224 1968 US• +1 646 931 3860 US• +1 301 715 8592 US (Washington DC)• +1 309 205 3325 US• +1 312 626 6799 US (Chicago)• +1 646 558 8656 US (New York)• +1 669 444 9171 US• +1 669 900 6833 US (San Jose)• +1 689 278 1000 US• +1 719 359 4580 US• +1 253 205 0468 US• +1 253 215 8782 US (Tacoma)• +1 346 248 7799 US (Houston)• +1 360 209 5623 US• +1 386 347 5053 US• +1 507 473 4847 US• +1 564 217 2000 US <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRq</p>
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2. SOLICITATION - OFFER - AWARD

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chair

Brian Hawkins, Vice Chair

Jerry Campbell, Second Vice Chair

John Allocco

Steve Champion

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT

via Hernando County's [eProcurement Portal](#)

Carla Rossiter-Smith

Chief Procurement Officer

3. SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 am, LOCAL TIME ON Monday, May 13, 2024. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PROCUREMENT CONFERENCE ROOM AT 10:00 am ON Monday, May 13, 2024. PURSUANT TO FS 119.071, SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL 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.

4. OFFER

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

5. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Public Works Department
1525 East Jefferson Street
Brooksville, FL 34601

6. INVITATION TO BID

6.1. ADVERTISEMENT OF BID

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Bids for:

TERM CONTRACT ITB NO. SOLICITATION # 24-TF00708/AP

FOR

Disaster and Debris Removal Services

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in Disaster and Debris Removal Service

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, May 13, 2024, via Hernando County Procurement's [eProcurement Portal](#). Only electronic submittals shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

A **NON-MANDATORY** Pre-Bid Conference will be held Wednesday, April 17, 2024, at 10:00 am, at the Hernando County Public Works Department, 1525 East Jefferson Street, Brooksville, FL 34601. Representatives of Owner will be present to discuss the project. Bidders are recommended to attend and participate in the conference. **THIS CONFERENCE WILL BE HELD ONLY ONCE.** Bidder attendance is highly encouraged to understand the complexities of this project for the Bidder's greater awareness and understanding.

The Procurement Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the [eProcurement Portal](#) 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.

NOTICE TO BIDDERS

To ensure that your bid 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 Alisa Pike Procurement Coordinator, Procurement Department, via the County's [eProcurement Portal](#) Question and Answer tab.

7. SOLICITATION INSTRUCTIONS

7.1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

- A. **ADMS:** Automated Debris Management System.
- B. **BEACH SAND:** Gulf of Mexico beach sand which contains fragments of sea shell mixed with quartz crystals making a colorful light brown mix. Shells and sand are smooth and polished from years of wind and water abrasion
- C. **BIDDER:** The term “Bidder” used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this solicitation.
- D. **BOCC:** The Hernando County Board of County Commissioners, the duly elected governing board of the County.
- E. **C&D:** Construction and Demolition debris including, but not limited to concrete block, steel, glass, brick, etc.
- F. **CHIPPING:** Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.
- G. **CITIZENS DISPOSAL SITE (CDS):** Temporary Debris Storage Site(s), located at various points within the County for the gathering, storage of debris related to a severe weather event or any other natural or manmade disaster or emergency, designated specifically for Citizen’s to bring collected vegetative debris. HTW and C&D debris shall NOT be accepted at these sites.
- H. **COLLECTION COORDINATOR:** Hernando County Public Works Director or designee.
- I. **CONSULTANT(S):** The consultant(s) which have been awarded a contract by the County to oversee and monitor the activities of the Vendor/Contractor(s) as the agent of the County, consistent with FEMA guidelines
- J. **CONTRACT:** The agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to bidders, proposal, surety bonds, addenda, and other documents) whether attached thereto or not.
- K. **CONTRACTOR(S):** The Vendor/Contractor(s) which have been awarded a Contract by the County to manage and remove debris within the geographic boundaries of Hernando County, Florida.
- L. **CONTRACTOR(S) REPRESENTATIVE:** The trained and qualified individual assigned to work in and physically located during entire Alpha and Bravo shifts in the EOC. This individual represents and coordinates the Vendor/Contractor(s) working in the field and reports to the Infrastructure Branch Director who shall be a designee of the Director of Public Works.

- M. **CONSULTANT(S) PROJECT MANAGER:** The individual with the overall responsibility of monitoring the Vendor/Contractors(s) disaster recovery and debris management (removal services) activities.
- N. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- O. **DDMP:** Disaster Debris Management Plan
- P. **DEBRIS, BURNABLE:** Scattered items and materials either broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property. These items are considered burnable.
- Q. **DEBRIS CLEARANCE:** Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.
- R. **DEBRIS DISPOSAL:** Placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center.
- S. **DEBRIS MANAGER (DM):** The Hernando County Public Works Director or designee
- T. **DEBRIS REMOVAL:** Picking up debris and taking it to a temporary storage site or permanent landfill.
- U. **ELECTRONIC WASTE (E-WASTE):** Loosely discarded, damaged, obsolete or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions and microwaves.
- V. **ELIGIBLE DEBRIS:** All debris resulting from the incident required to be removed, hauled and disposed of as defined by FEMA as determined by FEMA 325, Public Assistance Debris Management Guide means debris resulting from a Presidentially-declared disaster where removal, as determined by the Director of Public Works or his designee, is in the public interest because it is necessary to
 1. eliminate immediate threats to life, public health and safety;
 2. eliminate immediate threats of significant damage to improved public or private property,
 3. ensure the economic recovery of the affected community to the benefit of the community at large.
- W. **EOC:** Emergency Operations Center, located in Hernando County, Florida at location(s) designated by the County.
- X. **ESF 3:** Emergency Support Function No. 3 – Public Works and Engineering.
- Y. **FEDERAL AID ELIGIBLE ROADS:** Roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

- Z. **FDEM:** Florida Division of Emergency Management.
- AA. **FDEP:** Federal Department of Environmental Protection
- BB. **FDOT:** Florida Department of Transportation.
- CC. **FEMA:** Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.
- DD. **FFWC:** Florida Fish and Wildlife Commission.
- EE. **FHWA:** Federal Highway Administration.
- FF. **FLORIDA STATUTES:** All references to Florida Statutes shall mean the version in effect at the time the contract is signed.
- GG. **GARBAGE:** Waste that is regularly picked up by a solid waste hauler. Example: food, plastics, wrapping, papers.
- HH. **GOVERNMENT DEBRIS MANAGEMENT SITES:** Any site approved by the County for debris collection and/or reduction, including TDSRS's and Citizen Disposal Sites.
- II. **HAZARDOUS WASTE:** Material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:
 - 1. Toxic,
 - 2. Flammable,
 - 3. Corrosive,
 - 4. Reactive.
- JJ. **HOUSEHOLD HAZARDOUS:** Waste - Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:
 - 1. Toxic,
 - 2. Flammable,
 - 3. Corrosive,
 - 4. Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.
- KK. **HTW:** Hazardous and/or Toxic Waste including, but not limited to mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, bio-hazardous material, any oil or fuel not intended to be used or recycled, etc.
- LL. **INCIDENT:** Each disaster for which a Notice to Proceed is issued. In the event of multiple incidents occurring during ongoing recovery operations, the Vendor/Contractor(s) shall not be paid for mobilization unless additional TDSRS's are required due to the subsequent incident.

- MM. **LSA:** Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.
- NN. **MONITORING CONSULTANT:** The Consultant under Contract with the County to provide oversight and management of disaster recovery and debris removal Vendor/Contractor(s).
- OO. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the contract documents or an adjustment in the contract price issued after contract award.
- PP. **MULCH:** The end product of the chipping or grinding of wood products.
- QQ. **NON-BURNABLE DEBRIS:** Includes, but not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products, trailer parts, household appliances, or uncontaminated soil.
- RR. **NTP:** Notice to Proceed, official written notice from the County Administrator or designee instructing the Vendor/Contractor(s) to proceed with disaster recovery and debris removal activities as specified.
- SS. **OWNER:** Hernando County Board of County Commissioners (County).
- TT. **PIO:** Public Information Officer
- UU. **RECYCLING:** The recovery and reuse of metals, soils, and construction materials that may have a residual monetary value.
- VV. **ROW:** Right of Way, including the land to which the County has title, or right of use, for the road and its structures and appurtenances (including state roads as necessary).
- WW. **SHALL:** This shall be an interchangeable term used to indicate either a mandatory element or a bidder capability element of the Bid which the County may or may not utilize at their option given the depth and scope of each disaster impact to the County.
- XX. **STORAGE SITE/TDSR:** A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill, recycling center, or other final disposal site.
- YY. **STUMPS:** Tree stumps with base cut measurements less than two (2) feet in diameter shall be disposed of with the same methods used for other burnable debris. Tree stumps larger than two (2) feet in diameter shall be disposed of by either splitting and burning or chipping/grinding. The method shall be at the discretion of the Vendor/Contractor.
- ZZ. **TDSRS:** Temporary Debris Storage and Reduction Site(s), including citizen disposal site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

- AAA. **Trailer:** Unpowered vehicle designed to be hauled by road, such as car trailers, boat trailers and similar.
- BBB. **VENDOR/CONTRACTOR/CONSULTANT:** The Bidder awarded a contract by the County for the furnishing of goods or services.
- CCC. **WHITE GOODS:** Large electric and domestically used white goods to include but not limited to refrigerators, air conditioners, washing machines, electric or gas clothes dryers, electric or gas water heaters, etc.
- DDD. **WORK SITES:** Any location at which the Vendor/Contractor(s) is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

7.2. AVAILABILITY OF BIDDING DOCUMENTS

Interested firms may secure bid documents, plans, drawings, site locations, and other pertinent information by visiting the County's [eProcurement Portal](#). For additional information please contact the Hernando County Board of County Commissioners, Procurement Department via the County's Q&A Tab via the eProcurement Portal.

7.3. PREPARATION OF BID

To ensure acceptance of your bid, please follow these instructions:

- A. Interested firms are to submit responses via the County's [eProcurement Portal](#). All bid sheets including this form must be executed and uploaded as indicated. All bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.
1. **To submit bids:** Via Hernando County's [eProcurement Portal](#) BID NUMBER 24-TF00708/AP
- B. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.
- C. Bids must be submitted electronically, via the County's [eProcurement Portal](#). Any required forms supplied by the Owner and included with these Bid Documents shall be uploaded through said portal. Each bidder shall copy the Bid Form and complete the pricing schedule provided.
- D. Bids must be completed through the pricing table provided. No changes or corrections will be allowed after bid opening.
- E. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the

part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

- F. No labor, or facilities will be furnished by the County unless specifically stated.

7.4. BID OPENING:

Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. 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.

7.5. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division, or employee during the bid process, except as provided below:

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the bids.
- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the County's eProcurement Portal. Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit the eProcurement Portal to ensure they are aware of all addenda issued for this solicitation.
- D. Questions must be submitted via the Q&A Tab in the County's eProcurement Portal. Questions will only be accepted through the period specified in the bid documents.
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure to acknowledge any addenda may render the Vendor/Contractor's bid as non-responsive and subject to rejection.

7.6. COMMUNICATION

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Procurement Department. **Any attempt to communicate with any County representative**

outside the Procurement Department will be considered a violation of the Purchasing Policy and may result in the rejection of your bid.

7.7. WITHDRAWAL OF BIDS:

Bids may be withdrawn via the County's [eProcurement Portal](#) prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.

7.8. BID PROTESTS:

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code (Current Edition), and applicable provisions in Section 120.57, F.S. (Current Edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition). Failure to file a protest within the time prescribed in Section 120.57(3), F.S. (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, F.S. (Current Edition).

8. GENERAL CONDITIONS

8.1. CONTRACT PERIOD:

- A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- B. The period of the Contract shall extend for three (3) years effective from contract execution date.
- C. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2) additional one-year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

8.2. BID PRICE/SUBMITTAL REQUIREMENTS:

- A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor and equipment as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

- C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.
- D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.
- E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

8.3. QUALIFICATION OF BIDDERS:

- A. This bid shall be awarded to responsive, responsible bidders, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:
 - 1. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past three (3) years.
 - 2. List of equipment and facilities available to do work.
 - 3. List of personnel, by name and title, contemplated to perform the work.
- B. **Failure to submit this information may be cause for rejection of your bid.**

8.4. BID EVALUATION AND AWARD:

Bid evaluation will be based on price, conformance with specifications and the Bidder's ability and resources to perform the contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding. A Vendor/Contractor shall not be qualified to bid when investigation by the Chief Procurement Officer of that Vendor/Contractor is either delinquent on a previously awarded contract or in litigation with Hernando County on a previously awarded contract.

8.5. BID EVALUATION AND AWARD (continued) "Lowest Price"

The County reserves the right to make multiple awards to the lowest, responsive, and responsible Bidders based on group or the unit item price, whichever is the most advantageous to the County. However, the County reserves the sole right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

8.6. BID EVALUATION AND AWARD (continued)

- A. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.
- B. The County shall be the sole judge as to the relative merits of the bids received.
- C. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.
- D. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

8.7. HOURS:

Work may be performed between the hours of sunrise and sunset, Monday through Sunday including County Holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.

8.8. WARRANTIES:

The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

8.9. DELIVERY AND ACCEPTANCE:

- A. The County will order services by issuance of a Hernando County numbered purchase order (PO). Each purchase order will specify the scope of work, location and date(s) for service required. Each purchase order will include a "not to exceed" amount on the contract.
- B. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the

services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.

- C. Unless otherwise specified, services shall be performed as described in these contract documents.
- D. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the certification of insurance, and any other required documents/certificates as specified by these contract documents.

8.10. REJECTION OF BID:

The County reserves the sole right to reject any and all bid submissions. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this solicitation, may be rejected at the option of the County. A Vendor/Contractor shall not be qualified to bid when an investigation by the Chief Procurement Officer finds the Vendor/Contractor delinquent on a previously awarded contract or in litigation with a Hernando County previously awarded contract.

8.11. MINOR INFORMALITIES AND IRREGULARITIES:

Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the sole right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The Board of County Commissioners reserves the sole right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

8.12. NON-EXCLUSIVE CONTRACT:

Award of a contract resulting from this bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to contract with another company for similar work if it deems such action to be in the County's best interest.

8.13. NON-PERFORMANCE:

Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.

- A. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the contract. The Chief Procurement Officer reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a

period of twelve (12) months to twenty-four (24) months depending upon the severity of the default resulting in contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

8.14. ASSIGNMENT:

A. The successful Bidder is required to perform this contract and may not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting contractual agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

B. Hernando County will assign utilizing lowest priced Contracted Service. If the Vendor/Contractor is unable to perform the service as requested, the Vendor/Contractor will notify the Hernando County Project Manager and Hernando County will assign the project to the next higher priced Vendor/Contractor.

C. Hernando County reserves the right to assign projects to all awarded Vendor/Contractors based upon the size and severity of the disaster or emergency situation.

8.15. PUBLIC ENTITY CRIMES:

Any person submitting a bid or proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on public entity crimes. Bidders must provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

8.16. LICENSES AND PERMITS:

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this contractual service. The Vendor/Contractor(s) shall be responsible for determining what permits are necessary to perform the work. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

8.17. LAWS, REGULATIONS, PERMITS AND TAXES:

Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, State, and Federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this contract. The County of Hernando is exempt from Federal excise taxes and all sales taxes.

8.18. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

Without invalidating the contract, the County may, at any time or from time to time, through its Chief Procurement Officer or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under \$50,000.00 (cap) will be approved by the Chief Procurement Officer or its designee. Once the \$50,000.00 cap is reached, all other additions, or revisions to this contract that exceed the “cap” are subject to approval by the Hernando County Board of County Commissioners through Board agenda item. Only upon receipt of a change order, or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

- A. The County will execute an appropriate modification/amendment to the contract if such modification/amendment to the contract is approved by the Chief Procurement Officer or Board of County Commissioners (as approvable) and,
- B. It is the Vendor/Contractor’s responsibility to notify its surety of any changes affecting the general scope of the work/services or change of the contract price, and amount of the applicable bond(s) shall be adjusted accordingly.

8.19. TAXES:

- A. The Board of County Commissioners, Hernando County, Florida, has the following Tax Exemption Certificates assigned:
 - 1. **Florida Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 – expiring on 1/31/2029.**
- B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).

8.20. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for informational purposes only and are not intended to limit competition. Said listing is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. The Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with their bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the

proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the sole right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and subject to rejection. If Bidder fails to name a substitute, it will be assumed that they are bidding on and will be required to furnish goods identical to the bid standard as specified.

8.21. LITIGATION/WAIVER OF JURY TRIAL:

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement 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 agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

8.22. TERMINATION:

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
 - a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
 - b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
 - c. Make progress so as to endanger performance of this contract.
 - d. Perform any of the other provisions of this contract.
2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its

- sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.
3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
 - a. Stop work on the date and to the extent specified.
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
 - d. Continue and complete all parts of that work that have not been terminated.
 4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- B. Termination for Convenience: The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

8.23. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and the contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

8.24. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

- A. At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

- B. Each governmental agency allowed by the Vendor/Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

8.25. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

8.26. INTERIM EXTENSION OF PERFORMANCE:

If it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the contract shall apply during this interim period.

8.27. COMPETENCY OF BIDDERS:

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of their competency or financial ability is not satisfactory, the County reserves the right to reject their bid.

8.28. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/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 Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. 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 VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

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

8.29. PAYMENT:

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: Hernando County Department of Public Works, 1525 E. Jefferson Street, Brooksville, FL 34601.
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.

- D. Payment will be made in no more than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/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 Vendor/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 Vendor/Contractor via e-mail.

8.30. CONFLICT OF INTEREST:

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this contract, during their tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
 - 1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
 - 2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or
 - 3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- C. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within two (2) years of that employee's separation from employment with the County, unless the employer or the former County

employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

8.31. GRATUITIES AND KICKBACKS:

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal, therefore.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor/Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

8.32. E-VERIFY:

- A. Vendor/Contractor 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, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor 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 Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- B. A mere allegation of Vendor/Contractor'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 Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.

- C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
 - 1. The County's Procurement Department at (352) 754-4020: and
 - 2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor 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 Vendor/Contractor 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.
- E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
 - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 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.
 - 3. Establish a written hiring and employment eligibility verification policy.
 - 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.
 - 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.
 - 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.
 - 7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
 - 8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE best practices contained in this article and, when practicable, incorporate the verification requirements in subcontractor agreements.

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.
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.
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. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

8.33. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition):

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/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. Vendor/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 Vendor/Contractor of the County's determination concerning the false certification. The Vendor/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 Vendor/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 Vendor/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.

8.34. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor 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 Vendor/Contractor 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 Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

- a. The Vendor/Contractor 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.
- b. The Vendor/Contractor 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 Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor 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.

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
 - i. \$100,000.00 each accident
 - ii. \$100,000.00 by employee
 - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, 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/>

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.
 - a. Coverage as follows:
 - i. EACH OCCURRENCE.....\$3,000,000.00
 - ii. GENERAL AGGREGATE\$2,000,000.00
 - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
 - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)
 - b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
 - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
3. Additional Insured: Vendor/Contractor 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.
4. Waiver of Subrogation: Vendor/Contractor 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 Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor 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 Vendor/Contractor enter into such an agreement on a pre-loss basis.
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:
 - a. COMBINED SINGLE LIMIT (CSL)..... \$3,000,000.00 or:
 - i. BODILY INJURY (Per Person)..... \$1,000,000.00

- ii. BODILY INJURY (Per Accident)..... \$1,000,000.00
 - iii. PROPERTY DAMAGE.....\$1,000,000.00
 - 6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
 - 7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
 - 8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
 - 9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
 - 10. POLLUTION LIABILITY (if applicable it will be noted below separately):
 - 11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors 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. 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.
- C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:
- 1. Vendor/Contractor 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 Vendor/Contractor’s insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**
 - 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 Vendor/Contractor.
 - 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.
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.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
 - E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.
 - F. 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 Vendor/Contractor's obligation to maintain such insurance.

8.35. INSURANCE REQUIREMENTS (continued)

- G. EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$3,000,000.00 over General Liability, Auto, and Employer's Liability. Limits can be increased, based on contract.
- H. SUB-CONTRACTORS (if applicable): All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners Certificates of Insurance with the same limits required by the county as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regard to General Liability.
- I. POLLUTION LIABILITY: Vendor/Contractor shall provide proof of Pollution Liability coverage with minimum limits of \$1,000,000.00. Limits can be increased, based on contract.

8.36. MINIMUM WAGE RATES:

- A. The Vendor/Contractor is required to pay their employees no less than 1) the current Federal minimum wage rate or 2) the current State of Florida minimum wage rate, whichever is the higher rate at the time of contract execution.

- B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.
- C. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal wage and hour law.

8.37. SAFETY PRECAUTIONS:

- A. The Vendor/Contractor shall be responsible for instructing their workmen in appropriate safety measures with respect to all services provided under this contract and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- B. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation (FDOT) and Occupational Safety and Health Administration (OSHA) requirements.

8.38. RESPONSIVE/RESPONSIBLE:

At the time of submitting a bid response, the County requires that the **Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.)**. Bid responses that fail to provide the required forms listed in these bid documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible**. The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide thereby if awarded the bid/contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contractor will in no way relieve their responsibility.

8.39. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a bid is advertised or a short list is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor 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 Hernando County Chief Procurement

Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

- A. All Vendors/Contractors 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 Bidder. For procurements that do not require Board approval, the cone of silence period commences upon solicitation issuance and concludes upon contract award.
- B. 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 evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit bids, or have submitted bids, 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 from this project.

8.40. CLAIMS

- A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the contract promptly but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Section titled "PRICE ADJUSTMENT". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

- C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
 - 1. Deny the claim in whole or in part,
 - 2. Approve the claim, or
 - 3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

8.41. DISPUTE RESOLUTION:

- A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.
- B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Section titled "CLAIMS" shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
 - 1. Agrees with the other party to submit the claim to another dispute resolution process, or
 - 2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

8.42. MEDIA INTERACTION

All inquiries by a member of the media shall be directed to the County PIO, and those from any elected official shall be directed to the Director of Public Works or designee. The Vendor/Contractor(s) shall ensure this guidance is disseminated to all employees and all Sub-Contractor(s) on this project.

9. SPECIAL CONDITIONS

9.1. INSPECTION OF FACILITIES/AREAS:

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions, and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedule may be secured by calling 352-754-4020. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of the differences between actual labor, equipment and debris material removal unit cost(s) required to complete the project and the contract amount.

9.2. LICENSES AND PERMITS:

- A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.
- B. Said licenses shall be in the Bidder's name as it appears on the official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

9.3. PERFORMANCE

- A. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall begin no later than twenty-four (24) hours from receipt of the Task Order. Bids which fail to meet this requirement shall be rejected.
- B. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Disaster and Debris Removal Services order or contract, and all other applicable remedies available to the County under State law.
- C. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.
- D. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay the County the sum extended by the County to contract for like services approved by the Procurement Department for the period from the required

scheduled commencement date until performance of services covered in the Invitation to Bid is completed.

- E. The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.

9.4. LIQUIDATED DAMAGES:

Should the awarded Vendor/Contractor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Vendor/Contractor shall pay to the County, as liquidated damages, as follows:

Should the Contractor not complete Pass 1 Debris removal within thirty (30) days of Notice to Proceed (NTP), on the 31st day the Contractors' prices for Phase II bid items will be reduced thirty percent (30%) for all line items until the completion of Pass 1.

Should the Contractor not complete Pass 2 Debris removal within thirty (30) days of Notice to Proceed (NTP), on the 31st day the Contractors' prices for Phase II bid items will be reduced by thirty percent (30%) for all line items until completion of the Pass 2.

Should the Contractor not complete Pass 3 Debris removal within thirty (30) days of Notice to Proceed (NTP) for Pass 3, on the 31st day, the Contractors' for Phase II bid items prices will be reduced by thirty percent (30%) for all line items until completion of Pass 3.

Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor/Contractor to complete the services within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor/Contractor.

9.5. CODES AND REGULATIONS:

The awarded Vendor/Contractor must strictly comply with all Federal, State, and local building and safety codes.

9.6. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders must furnish all information requested and in the space provided on the Bid Form, if any. Furthermore, each Bidder offering an equal to the brand(s) specified (or if no brand is specified) must submit with their bid, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be rejected.

9.7. REQUIRED REPORTS

Upon request, the awarded Vendor/Contractor shall supply a report to the designated County Representative as to the quantities of each item delivered under this contract. Failure to supply said report shall be cause for termination of the contract.

9.8. MEASUREMENTS

The quantities noted are only estimates. Bidders will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer must be based on accurate measurements by Bidders during inspection. Failure to do so will be at Bidder's risk. Any request for unit price on the Bid Form is for information only. Award shall be based solely on "Total Offer", with no adjustments made for increased/decreased quantities after award.

9.9. RETURN OF ARTWORK

All artwork shall become the property of the County. Invoices will not be processed for payment until artwork is returned. Return of artwork is a condition of the contract. All artworks must be handled carefully and returned in good condition.

9.10. PROTECTION OF PROPERTY/SECURITY:

- A. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- B. The Vendor/Contractor shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.

9.11. PRICING

All invoices are subject to County audit and review. In the event such audit or review reveals any inaccuracies in the prices charged to the County or charges which are not within the scope of this contract, the Vendor/Contractor shall reimburse the County for any overages or out-of-scope charges immediately upon request.

9.12. PRICING-FFP

The County requires a firm fixed price for the entire contract period. Invoices will be reviewed to confirm compliance with bid pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

9.13. PRICE ADJUSTMENT:

Written request for price adjustments may be made every renewal of contract, no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The County shall not provide price adjustments for cost increases or decreases in the price of fuel. All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this contract.

9.14. MARKET CONDITIONS:

The County reserves the right to purchase on the open market should lower market prices be available, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

9.15. CHANGES - SERVICE CONTRACTS:

- A. The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:
 - 1. Description of services to be performed.
 - 2. Time of performance (i.e., hours of the day, days of the week, etc.).
 - 3. Place of performance of the services.
- B. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.
- C. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

9.16. METHOD OF ORDERING:

The County will issue purchase orders against the contract on an as-needed-basis for the supplies or services listed on the Bid Form. Each repair purchase order will include a not to exceed amount on the contract.

9.17. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

The current Federal clauses and forms are attached as "Attachments" to this document. In the event of an emergency/hurricane or disaster, a copy of the most current clauses and forms will be provided for review and signature.

OR

The current Federal clauses and forms related to an emergency/hurricane or disaster will be provided for review and signature as needed. Current versions may be viewed at www.fema.gov under Contract Provisions Templates.

9.18. REQUIREMENTS CONTRACT:

This is a requirements contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County, except as otherwise provided herein. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

9.19. ESTIMATED QUANTITIES:

Hernando County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Bid Form attached to these bid documents. It is understood by all Bidder's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract. The contract resulting from this solicitation shall be non-exclusive and the County may procure the goods or services covered by the contract from other sources at its discretion.

9.20. ADDITIONAL ITEMS:

The award of the bid shall be based on the fixed price submitted for the items on the Bid Form attached to these bid documents.

9.21. SITE DAMAGE:

The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Bidder for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of labor, equipment and supplies.

9.22. EQUIPMENT LIST:

Bidders shall submit with the bid a listing of all equipment which Bidders will use in the performance of this contract, including (as applicable) rolling stock, loaders, tractors, mowers, and any other specified equipment. The Vendor/Contractor is also required to indicate which equipment is company-owned. Failure to submit said equipment list may render Bidder's response non-responsive.

9.23. FINAL SITE INSPECTION:

Final inspection of each site by County staff will be performed within ten (10) days after receipt of notification from the Vendor/Contractor that services at such site are complete. The site must meet all requirements as stated in the scope of work issued prior to payment processing.

9.24. JESSICA LUNDSFORD ACT:

The work may require the Vendor/Contractor to enter school grounds when students are present. Accordingly, as required by Section 1012.465, F.S. (Current Edition), Vendor/Contractor's employees and agents that will enter school grounds must meet Level 2 screening requirements as described in Section 1012.32, F.S. (Current Edition). Vendor/Contractor must provide evidence that it is in compliance with this requirement no later than ten (10) days prior to commencement of work.

9.25. SPECIAL EMPHASIS:

- A. Worker and public safety is a TOP PRIORITY of all operations.
- B. Effective coordination of all operations and how one interrelates to the other.
- C. Cooperation with Monitoring Consultant. Please refer to Attachment C "Coordination with Monitoring Consultant".
- D. Expedient and effective emergency movement of debris during the first seventy (70) hours post disaster, seeking to facilitate emergency ingress/egress of first responders search and rescue, fire suppression, and law enforcement efforts.
- E. The County has every opportunity to maximize ALL governmental reimbursement programs and any time-line based incentive programs.

10. SUPPLEMENTAL CONDITIONS FOR FEDERAL/STATE REQUIREMENTS

FEMA Contract Provisions for Non-Entity Contracts Under Federal Awards

FEMA Contract Provisions for Non-Entity Contracts Under Federal Awards

Should an Emergency/Hurricane or Disaster be declared, the vendor will be provided the most current version of the below Federal Clauses and Forms for review and signature.

A. REMEDIES:

1. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.
2. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.
3. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
4. Performance during Dispute: Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
5. Claims for Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

B. TERMINATION OF CONTRACT

1. Termination for Convenience (Professional Services)

- a. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.
- b. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
- c. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- d. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

2. Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by Owner:

The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

- a. Perform the services within the time specified in this contract or by Owner approved extension.
- b. Make adequate progress so as to endanger satisfactory performance of the Project;
- c. Fulfill the obligations of the Agreement that are essential to the completion of the Project. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether

complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

4. Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

- a. Defaults on its obligations under this Agreement.
- b. Fails to make payment to the Consultant in accordance with the terms of this Agreement.
- c. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant. Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph C.1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall

be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph C.1. of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C.1. of this section.

3. Withholding for unpaid wages and liquidated damages. Hernando County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C.2 of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph C.1 through C.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C.1 through C.4 of this section.

5. Further Compliance with the Contract Work Hours and Safety Standards Act.

a. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

b. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

D. CLEAN AIR ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to

the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

E. FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to Hernando County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Hernando County, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

F. DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Hernando County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Hernando County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

H. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions.

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(iii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. ACCESS TO RECORDS

The Contractor agrees to provide to Hernando County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Hernando County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

L. CHANGES - SERVICE CONTRACTS:

The County may at any time by issuance of an executed change order make changes within the general scope of the Contract in any of the following areas:

- (a) Description of services to be performed.
- (b) Time of performance (i.e., hours of the day, days of the week, etc.).
- (c) Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.

The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this Contract without an executed change order issued by the Purchasing and Contracts Division. If the Vendor/Contractor performs additional work beyond the specific requirements of this Contract without an executed change order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

M. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

N. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

O. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

P. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Q. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

R. COPYRIGHT AND DATA RIGHTS

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to Hernando County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to Hernando County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images,

graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to Hernando County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Hernando County.

11. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SCOPE AND SPECIFICATIONS

11.1. Scope of Work:

The Vendor/Contractor will supply all labor, equipment and supplies in order to accomplish Disaster and Debris Removal Service for preparedness, response, recovery and mitigation phases of any natural or man-made disaster or emergency situation within the unincorporated areas of Hernando County, Florida, as described in section 11. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS and plans **(if applicable)** in Hernando County, Florida.

11.2. Location of Work:

The work to be performed in this contract will be performed at various locations in Hernando County, Florida.

11.3. Scope of Work: Specifications

The Vendor/Contractor will supply all labor, equipment and supplies in order to accomplish disaster and debris removal services for preparedness, response, recovery and mitigation phases of any natural or man-made disaster or emergency situation within the unincorporated areas of Hernando County, Florida.

The County desires to retain qualified and experienced disaster and debris removal service provider(s) for preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation within the unincorporated areas of the County.

11.4. Scope of Work: Performance Schedule

Vendor/Contractor(s) shall provide continuous services, per the rates proposed and for the period specified in the Notice to Proceed. Vendor/Contractor(s) shall mobilize a staff of sufficient size as determined by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management to adequately manage debris operations.

During this period, the Vendor/Contractor(s) shall provide to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management daily updates on debris to be removed and estimate the time remaining for job completion.

Vendor/Contractor(s) shall have one (1) trained and qualified representative physically located in the Hernando County Emergency Operations Center (EOC) no later than six (6) hours subsequent to the Notice to Proceed (NTP). Where not otherwise specified, the Bidder shall indicate the timeframes required to mobilize their capabilities as part of their BID submission.

The County may take such other actions as necessary to address the failure of the Vendor/Contractor(s) to mobilize resources on the schedule required by the County.

11.5. Scope of Work: Work Products Required

The Vendor/Contractor(s) shall provide all equipment necessary for the performance of the work under these requirements and specifications. All equipment repairs and operating cost shall be the responsibility of the Vendor/Contractor(s).

Equipment which is designated for this project shall not be used for any other work during the duration of the contract, unless released by Hernando County. The Vendor/Contractor(s) shall not solicit work from private citizens throughout the County.

11.6. Minimum Qualifications

This Bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with his/her Bid:

- A. List a brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of Contract, names, addresses, telephone numbers and email addresses of owners by uploading the reference sheets in Vendor Questionnaire section 14.1 REFERENCES. These references must be for work performed within the past three (3) years.
- B. List of equipment and facilities available to do work.
- C. List of personnel, by name and title, contemplated to perform the work.

Failure to submit this information may be cause for rejection of your Bid.

11.7. General:

- A. The Vendor/Contractor(s) shall provide the requested services, including operations and management, logistical support, and technical assistance before, during, or after any potential or actual disaster situations including, but not limited to tornados, hurricanes, flooding, severe weather events or any other natural or manmade disaster or emergency. Given the depth and scope of each disaster impact to the County, the County will govern the level of capability determined necessary.
- B. The Vendor/Contractor(s) shall provide all equipment, supplies, plans, procedures, and personnel necessary to complete both pre-disaster and post-disaster situations, as well as any other services required to complete this project. Activities include but are not limited to: field operations; emergency roadway clearance; debris pickup; hauling and removing; staging and reduction; temporary debris storage site management; removal of vessels, trailers, and vehicles and overall debris management. All debris removal and disposal management services shall be in accordance with all applicable Federal and State laws, and environmental regulations. Road's clearance priorities shall be assigned by the County Project Manager and direction given to the Vendor/Contractor(s) for roads and limits for which the Vendor/Contractor(s) shall be responsible. The County, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.
- C. The total number of actual hours worked by each crew shall be according to the needs of the Director of Public Works, their designee, or the Hernando County Director of Emergency Management. It is estimated that each crew will work a minimum ten (10) hours per day, seven days per week. No

guarantee of minimum hours is implied or expressed. Services required shall be determined by the County.

D. The Vendor/Contractor(s) Representative shall coordinate daily with the Director of Public Works, their designee, or the Hernando County Director of Emergency Management and Debris Monitor. The Vendor/Contractor(s) Representative shall have the authority to act on behalf of the Vendor/Contractor(s) to address and resolve issues that may arise during the course of this work.

E. The Vendor/Contractor(s) shall conduct debris removal during daylight hours only, seven days per week, unless otherwise approved in writing. The Vendor/Contractor(s) shall be responsible for coordinating with the Director Public Works, their designee, or the Hernando County Director of Emergency Management in the event weather conditions delay or modify the proposed daily schedule.

F. The Vendor/Contractor(s) shall provide proper documentation to the County as required by FHWA, FEMA or other federal national disaster response agency for all debris removal operations to ensure reimbursement to the County from the appropriate Federal agency.

G. The Vendor/Contractor(s) shall be responsible for determining what permits are necessary to perform under this Contract and obtain all permits necessary to complete all work herein. Copies of all permits shall be submitted to the County prior to the commencement of work assignment.

H. The work shall begin upon a verbal Notice to Proceed (NTP) from the Director of Public Works, their designee, or the Hernando County Director of Emergency Management which shall be followed by a written authorization from the County. No guarantee of minimum or maximum amounts per bid item is made or implied by the County under this agreement. No adjustment to bid prices shall be considered due to the increases or decreases in estimated quantities.

11.8. Training Requirements and Exercise Participation

At the County's sole option and at NO COST to the County, the awarded Bidder(s) (Vendor/Contractor(s)) agree that by making a submission to this Bid shall:

A. Physically meet with Hernando County staff in their offices in the month of May of each year for the purposes of pre-hurricane season coordination.

B. Within six (6) months of acceptance of this agreement and annually in the month of May thereafter, the Vendor/Contractor(s) appearing on the ranked listing shall participate in the development, maintenance, and annual review of the County Debris Management Plan. As a result of this effort, the Vendor/Contractor(s) shall further submit annually to the County their policies and procedural plan of its anticipated operations developed from the information contained in the County Debris Management Plan. At a minimum the Vendor/Contractor(s) plan shall provide detailed communications and information dissemination strategies, as well as how operations shall be coordinated and accomplished, and thereby resulting in a signed agreement between the County and the Vendor/Contractor(s).

C. All Vendor/Contractor(s) shall be required to have at least one (1) representative physically present in the Emergency Operations Center (EOC), upon issuance of a Notice to Proceed (NTP) in actual disaster activations. These representatives shall be required to provide and demonstrate proof of certified training which is current with FEMA National Incident Management System (NIMS) standards for those working in an EOC.

11.9. Mobilization and Performance Schedules

- A. Vendor/Contractor(s) shall provide continuous services, per the rates proposed and for the period specified in the Notice to Proceed. Vendor/Contractor(s) shall mobilize a staff of sufficient size as determined by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management to adequately manage debris operations. During this period, the Vendor/Contractor(s) shall provide to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management daily updates on debris to be removed and estimate the time remaining for job completion. Vendor/Contractor(s) shall have one (1) trained and qualified representative physically located in the Hernando County Emergency Operations Center (EOC) no later than six (6) hours subsequent to the Notice to Proceed (NTP). Where not otherwise specified the Bidder shall indicate the timeframes required to mobilize their capabilities as part of their BID submission.
- B. The County may take such other actions as necessary to address the failure of the Vendor/Contractor(s) to mobilize resources on the schedule required by the County.

11.10. Emergency “First-Push”/Road Clearance / AKA “Cut and Toss”

- A. A priority in any disaster is to clear County roads and streets (to potentially include state roads) to allow emergency vehicle ingress/egress and ultimately safe motorist passage depending on the severity of the disaster and the availability of County equipment. The Director of Public Works, their designee, or the Hernando County Director of Emergency Management shall notify the Vendor/Contractor(s) as part of the Notice to Proceed (NTP) if the following services shall be needed; should this service be requested, while not guaranteed, it shall be the intent of the County to give a NTP at least twenty-four (24) to thirty-six (36) hours prior to disaster impact, to facilitate timely arrival of Vendor/Contractor(s). As part of their Bid, Bidder shall provide labor, equipment and debris material unit rates, which shall be based upon the two subsequent paragraphs.
- B. Vendor/Contractor(s) shall accomplish the cutting, tossing, and/or pushing of debris, hanging limbs, or leaning trees from transportation routes as identified by and directed by the County. Labor and equipment rate shall be applicable for any emergency push completed within seventy (70) working hours immediately following the disaster event. Vendor/Contractor(s) shall be capable of being fully operational upon completion of EMERGENCY “FIRST-PUSH” / ROAD CLEARANCE/aka: “CUT AND TOSS”
- C. Upon the County's declaration of Local State of Emergency (LSE), and at the sole discretion of the County, Vendor/Contractor(s) shall be capable of providing and shall stage eight (8) Cut and Toss Task Forces sufficient to accommodate twenty-four (24) hours per day operations (two (2) twelve (12) hour (Alpha/Bravo shifts)). Both shifts shall be equipped and staffed utilizing at a minimum of eight (8) front end loaders each with two (2) certified operators, sixteen (16) two-person certified chainsaw crews with equipment and safety gear, sixteen (16) Crew Chiefs/Safety Officers to oversee each Cut and Toss Task Force; this shall form up eight (8) Cut and Toss Task Forces one (1) for each twelve (12) hour shift. A minimum of eight (8) Cut and Toss Task Forces (first shift, aka: Alpha Shift) with equipment shall arrive and stage at the County's Public Works Complex or other designated County facility by the designated time given during NTP notification from the County, with the remaining personnel (second shift, aka: Bravo Shift) arriving no later than twelve (12) hours subsequent to the NTP. At no time shall any of the personnel assigned and forming these teams work longer than twelve (12) hours in any given twenty-four (24) hour period. Such front-end loaders and operators shall remain within the County for the

duration of the storm event and shall begin emergency push/road clearance operations as soon as the County determines that conditions are safe to do so. The aforementioned front-end loaders shall be of a size and condition appropriate to a successful operation. Operations shall be coordinated via the Vendor/Contractor(s) EOC representative (to be known as the Cut and Toss Group Supervisor) reporting directly to the Lead for ESF 3 or assigned.

D. The Vendor/Contractor(s) shall NOT engage in debris collection or removal as part of the EMERGENCY "FIRST-PUSH" / ROAD CLEARANCE/aka: 'CUT AND TOSS".

E. All debris (trees, limbs, branches, vessels, vehicles and trailers) shall be pushed/moved to the side of the roadway as determined by the Public Works Director or the Hernando County Director of Emergency Management, with an initial emphasis of clearing at least ONE roadway lane for emergency response personnel, and later pushing ALL roadway lanes to facilitate the return of Hernando County citizens to their homes and businesses.

F. Move other types of debris (appliances, household items and construction and demolition (C&D), vessels, vehicles and trailers), in roadways to the County's rights-of-way as determined by the Public Works Director, their designee, or the Hernando County Director of Emergency Management.

G. Move, cut, and toss debris from private property under certain emergency conditions or other special circumstances as determined by the County to be an imminent threat to life, safety, and health to individuals or the general public which must be actually documented and present on private property at the time of County approval for the Vendor/Contractor(s) to proceed.

H. Privately owned property or roads shall only be cleared as required when public safety is at risk, and only with prior written authority from the Public Works Director, their designee, or the Hernando County Director of Emergency Management. Photos shall be taken showing the conditions that present a risk to public safety. Documentation for eligibility shall be provided by the Vendor/Contractor(s) as the basis for a task order as detailed in the Cut and Toss Plan submitted by the Vendor/Contractor(s).

I. Due to the emergency nature of this work, the Vendor/Contractor(s) SHALL NOTIFY the Public Works Director, their designee, or the Hernando County Director of Emergency Management of major problems, such as equipment failure or loss of qualified labor, as soon as it occurs.

J. The Vendor/Contractor(s) shall provide a "Cut and Toss" operations plan for review and approval by the Public Works Director, their designee, or the Hernando County Director of Emergency Management prior to beginning work. At a minimum, the plan shall address the following:

- J.1. Concept of Operations;
- J.2. Personnel management, to include point of contract, organizational chart, etc.;
- J.3. Traffic control procedures;
- J.4. Operational security plan;
- J.5. Operational safety plan; and
- J.6. Environmental impact mitigation plan, to include a hazardous materials identification, reporting, handling, and containment plan, and additional plans for other hazards, to include

considerations for smoke, dust, noise, traffic, buffer zones, and stormwater runoff as may be appropriate.

11.11. Debris Collection

The Vendor/Contractor(s) shall be responsible for debris collection activities including, but not limited to furnishing all labor, materials and equipment to accomplish the following tasks:

- A. Chip vegetative debris (limbs and branches) at the pick-up site and haul the resulting chips to a designated final disposal site as determined by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management.
- B. The Vendor/Contractor(s) shall be required to grind daily. Debris hauled in shall be chipped within forty-eight (48) hours.
- C. All work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving notice from the County that the last load of debris has been delivered.
- D. Operate vegetative debris volume reduction at the temporary vegetative staging site as determined by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management. Volume reduction may be by chipping and grinding or air curtain incineration. The Director of Public Works, their designee, or the Hernando County Director of Emergency Management shall select the method to be used based on environmental considerations as well as all applicable federal, state and local rules and regulations.
- E. Remove non-burnable debris (appliances, household items, vessels, vehicles) and construction and demolition (C&D) debris from the County's rights-of-way and public property to a Temporary (non-burnable) Storage and Reduction site or to a permitted landfill site or recycling center as determined by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management.
- F. Remove debris from private property under certain conditions as determined by the County should an imminent threat to life, safety, and health to the general public be present on private property, or should other special circumstances exist.
- G. Clear, remove and transport debris from the public right-of-way, all County owned property, streets and roads and potentially state roads. As directed by the County, remove unsafe and damaged sidewalks and other damaged infrastructure from the public ROW and return area back to grade.
- H. Privately owned property or roads shall be cleared as required when public safety is at risk, but only with prior written authority from the Director of Public Works, their designee, or the Hernando County Director of Emergency Management. Photos shall be taken showing the conditions that present a risk to public safety. Documentation for eligibility shall be provided as the basis for a task order detailed in the Debris Management Plan.
- I. Establishment, management and operation of approved County Government debris management sites (TDSRS and CDS) to accept, process, reduce, incinerate, and dispose of event related debris including all related permits and/or approvals. All sites shall be approved by the County prior to the commencement of operations.

- J. Demolition and removal of condemned structures and buildings and any other construction debris. The Vendor/Contractor(s) shall remove and haul all construction and demolition debris from the designated work zone directly to an appropriately permitted landfill. No C&D debris shall be stored at a TDSRS or Citizen Disposal Site.
- K. The removal of fallen trees that originate from within the ROW and those which extend onto the ROW from private property, at the point where it enters the ROW, and that part of the eligible debris which lies within the ROW, tree, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.
- L. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the event in coordination with State and Federal agencies.
- M. Removal of sand, earthen and debris materials from roads, streets, bridges and rights-of-way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage infrastructure; screening sand and returning clean sand to beaches or other designated sites, as directed by the County.
- N. Cleaning and opening of enclosed drainage systems, as directed by the County.
- O. The Vendor/Contractor(s) shall attend any and all meetings required by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management to evaluate the debris removal and disposal operations.
- P. The Vendor/Contractor(s) shall provide sufficient personnel and management to assure the requirements and specifications of work meets the requirements of this Contract. The work shall be closely monitored by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management or designated representative.
- Q. No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Director of Public Works, their designee, or the Hernando County Director of Emergency Management. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right of way in such a manner as to result in a hazard to the public.
- R. All motor vehicles and other major equipment used by the selected Vendor/Contractor(s) to do work shall be clearly identified with the name of their company.
- S. No guarantee of minimum number of crews is implied or expressed and payment for services shall only be made for actual work performed as required by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management. However, Bidder(s) submission shall be reviewed in part on expediency of mobilization.

11.12. Debris Removal

- A. The Vendor/Contractor(s) shall submit to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management, a typed listing that indicates the type of vehicle, make, model, license plate number, driver's name, equipment identification number, including GPS

tracking for each vehicle (methodology to be determined after award), and measured interior volume (in cubic yards) of the load bed of each piece of equipment utilized to haul debris. The Vendor/Contractor(s) and Director of Public Works, their designee, or the Hernando County Director of Emergency Management and Debris Monitor shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements. Maximum volumes may be rounded to the nearest cubic yard, for example: $<18.4 \text{ CY} = 18 \text{ CY}$ and $> 18.5 \text{ CY} = 19 \text{ CY}$. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment for the duration of the disaster work.

B. Prior to commencing operations, the Vendor/Contractor(s) shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. Identification numbers shall not be reused. One sign shall be placed on each side of the equipment. For those trucks, trailers, and other equipment intended to haul debris, the maximum volume, in cubic yards, of load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be three (3) inches in height.

C. The County desires that the Vendor/Contractor(s) maximizes the use of self-loading trucks equipped with grapples or loaders with grapple attachments (in non-alley operations) to reduce potential collateral damage and to expedite the cleanup operation. Small hand load operations are discouraged.

D. All equipment shall be in compliance with the Bid specifications and all applicable Federal, State, and local rules and regulations. The Vendor/Contractor(s) shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, non-burnable debris and C&D debris from the County rights-of-way and public property. All vegetative debris shall be hauled to a TDSR as designated by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management. All non-burnable debris and C&D debris shall be hauled to a designated temporary debris staging site or permitted landfill or recycling center as determined by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management.

E. The Vendor/Contractor(s) shall not trim "hangers" or cut any trees, perform stump removal or grinding, without the prior written consent of the Director of Public Works, their designee, or the Hernando County Director of Emergency Management. The Director of Public Works, their designee, or the Hernando County Director of Emergency Management shall be responsible for directing tree removal from County's rights-of-way. Any damaged tree, whether on County rights-of-way or on private property, that poses a threat to public safety (including critical utilities) shall be removed as directed by the County. This includes "hangers", leaning trees, and the stumps associated with such a tree.

F. Work shall consist of as many passes as necessary, unless otherwise directed by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management, to collect all of the brush, tree parts, non-burnable debris, and C&D debris set out by residents for collection within the rights-of-way from both sides of the roadway.

G. The Vendor/Contractor(s) shall notify the Director of Public Works, their designee, or the Hernando County Director of Emergency Management of major problems, such as equipment failure or loss of qualified labor, on a daily basis.

H. The Director of Public Works, their designee, or the Hernando County Director of Emergency Management and Debris Monitor shall monitor all Vendor/Contractor(s) operations. Each truck driver shall be given load tickets that validate where the material originated. The quantity of debris hauled shall be determined at the disposal site by the County or Debris Monitor. The quantity shall be recorded on the load ticket and a copy of the load ticket shall be given to the truck driver.

I. The Director of Public Works, their designee, or the Hernando County Director of Emergency Management or Debris Monitor shall also have roving monitors that shall observe Vendor/Contractor(s) operations to ensure that only eligible debris is removed from the specified locations as designated. Trucks that are observed picking up material outside of the designated rights-of-way, or that is ineligible, shall have all loads hauled that day deducted and the load tickets invalidated.

J. The Vendor/Contractor(s) shall be prepared to provide chipping equipment and crew to conduct on-street chipping of vegetative debris (tree limbs/branches) in areas inaccessible to normal debris clearing equipment. Locations of on-street chipping operations shall be identified by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management or Debris Monitor. The on-street chipping crews shall consist of a combination of equipment and personnel.

K. If required, all limbs, branches, foliage, etc. in inaccessible areas shall be chipped on site using a hand fed chipper. Chips and other tree debris shall be collected and hauled away from work areas by the Vendor/Contractor(s) immediately following completion of the work to a final disposal site as determined by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management.

L. The work area includes various locations throughout the County. Maps and locations shall be made available with the Notice to Proceed.

M. Work location and assignments of all contractual crews shall be coordinated daily with the Director of Public Works, their designee, or the Hernando County Director of Emergency Management and Debris Monitor. Vendor/Contractor(s) shall report at the start of each workday to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management and Debris Monitor.

N. The Vendor/Contractor(s) shall conduct the work so as not to interfere with the disaster response and recovery activities of federal and local government or agencies.

O. Movement of sand, earthen and foreign materials from roads, streets, bridges, or other designated sites, as directed by the County.

P. Opening of enclosed drainage systems, as directed by the County, where such actions make roadways passable.

Q. The Vendor/Contractor(s) shall provide a "Debris removal" operations plan for review and approval by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management prior to beginning work. At a minimum, the plan shall address the following:

Q.1. Concept of Operations;

Q.2. Personnel management, to include point of contact, organizational chart, etc.,

Q.3. Traffic control procedures;

Q.4. Operational security plan;

Q. 5. Operational safety plan; and

Q.6. Environmental impact mitigation plan, to include a hazardous materials identification, reporting, handling, and containment plan, and additional plans for other hazards, to include considerations for smoke, dust, noise, traffic, buffer zones and stormwater runoff as may be appropriate.

11.13.Clean Up and Removal of Putrescent Debris

A. Offshore, Red Tide

A.1. Two skimmer vessels will operate at predetermined but separate distances from shore. Each will remove debris from offshore waters. Once nets have filled, the vessel will transit to the offload site where the debris will be transferred to awaiting dumpsters via forklift.

A.2. Two separate 1000-foot sections of boom will be anchored, each day based on the latest data and observations including wind, currents, bloom concentrations and physical observations of debris. Skimmer vessel will run alongside of the boom to increase the efficiency of debris removal. Boom may be utilized to create a barrier that can be rapidly deployed to minimize the impact of a known debris field predicted to impact local waters and coastline.

A.3. More Offshore Skimmer Vessels can be deployed consisting of:

- A.3.1. One (1) Skimmer Boat
- A.3.2. One (1) Captain
- A.3.3. Two (2) Deckhands
- A.3.4. Three (3) Rain Suite
- A.3.5. Three (3) PVC Glove
- A.3.6. Three (3) Leather Work Glove
- A.3.7. Three (3) PVC Boots
- A.3.8. One (1) Hand tools
- A.3.9. One (1) Handheld Radio
- A.3.10. Two (2) Dumpsters

B. Bay Cleanup, Red Tide

B.1. Each skimmer vessel will work throughout the bay. Once the vessel's nets are full, a push boat with barge with assist excavator and dumpster will meet the skimmer vessel and debris will be transferred to awaiting dumpster. Once dumpster is at capacity, barge will transit to offloading area where the full dumpster will be taken off the barge and replaced with an empty dumpster.

B.2. Operations Manager and/or Superintendent from offshore tab should apply to one or all tabs but not duplicate costs as needed per tab. Full dumpsters at the off-loading area shall be taken to the main landfill for emptying. Tipping Fees shall be reimbursed a actual costs. Costs for transport to and from the landfill shall be included in the roll off dumpster rate.

B.3. More Bay Skimmer Vessels can be Deployed consisting of:

- B.3.1. One (1) Skimmer Boat
- B.3.2. One (1) Captain
- B.3.3. Two (2) Deckhands
- B.3.4. Three (3) Rain Suite
- B.3.5. Three (3) PVC Glove
- B.3.6. Three (3) Leather Work Glove
- B.3.7. Three (3) PVC Boots
- B.3.8. One (1) Hand Tools
- B.3.9. One (1) Handheld Radio
- B.3.10. Two (2) Dumpsters

C. Intercoastal and Canals, Red Tide

C.1. Each Team for Skimming is based on 5 Square Miles of work area. Skimmer vessel will work throughout the affected area removing debris that will be bagged on the vessel. A work assistant boat will meet the skimmer vessel and debris bags will be transferred to it. Skimmer will continue operations while the work assist boat will transit filled debris bags to the off-load site where it will be transferred via Forklift to awaiting dumpsters.

C.2. Operations Manager and/or Superintendent from offshore tab should apply to one or all tabs but not duplicate costs as needed per tab. Full dumpsters at the off-loading area shall be taken to the main landfill for emptying. Tipping Fees shall be reimbursed a actual costs. Costs for transport to and from the landfill shall be included in the roll off dumpster rate.

C.3. More Intracoastal and Canal Skimmer Vessels can be Deployed consisting of:

- C.3.1. One (1) Skimmer Boat
- C.3.2. Two (2) Marine Operator
- C.3.3. One (1) Deckhand
- C.3.4. One (1) >14' Work Boat
- C.3.5. Three (3) Rain Suite
- C.3.6. Three (3) PVC Glove
- C.3.7. Three (3) Leather Work Glove
- C.3.8. Three (3) PVC Boots
- C.3.9. One (1) Hand Tools
- C.3.10. Two (2) Handheld Radios
- C.3.11. Two (2) Dumpsters

11.14. Management, Processing and Loading

MANAGEMENT, PROCESSING AND LOADING OF ALL ELIGIBLE DEBRIS AND/OR RESIDUE AT THE TDSRS AND CDS:

- A. Preparation and layout of site; management, maintenance and operation of the TDSRS, including but not limited to; the sorting, segregation, processing and reduction (chipping, grinding or incinerating); groundwater and soil testing; furnishing materials, supplies, labor, tools and equipment necessary to perform services; providing traffic control, dust control, erosion control, inspection tower(s), utilities services, lighting, ash and HTW containment areas, fire protection, permits, environmental monitoring, and safety measures; loading of reduced/stored debris and initiation of load tickets for final disposition; and closure and remediation of the TDSRS.
- B. The Vendor/Contractor(s) shall be responsible for establishment, management, maintenance, and loading of all eligible debris and/or residue at all Citizen Disposal Sites (CDS) for transfer to TDSRS and for the reduction and loading for final disposal.
- C. Responsible for constructing and maintaining an all-weather road for access to the TDSRS and other debris collection sites. The County's responsibility for any road maintenance and support ends at the right-of-way line.
- D. Responsible for providing/constructing approved, new inspection towers; the construction of towers shall comply with all applicable building codes. The floor area shall be sixty-four (64) sq. ft. and support a minimum of nine hundred (900) pound weight load and shall be covered by a solid, hardtop roof. Steps shall be provided with handrail access.
- E. All TDSRS and other debris collection sites shall be maintained in full accordance with all applicable Federal, State and local laws, ordinances, regulations and standards. Also, the Vendor/Contractor(s) shall segregate operations within each site.
- F. All equipment used in the performance of this Contract shall be in good operating condition and in compliance with all applicable Federal, State, and local laws, ordinances, regulations and standards. All equipment including, but not limited to, grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning and accurate hour meter.
- G. Provide Maintenance of Traffic (MOT) at all times in accordance with Federal, State and local guidelines, to include off duty law enforcement as needed. Compensation for MOT shall be included as noted in the bid form.
- H. Comply with the County regarding restrictions of work hours (school zones, peak hours, residential zones).
- I. Ensure all employees (Vendor/Contractor(s) and Sub-Vendor/Contractor(s)) have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- J. Coordinate with utility companies, as required, to permit safe removal of debris and to prevent blockage of critical utility devices.
- K. All loading equipment shall have rubber tracks and wheels to operate on the street/road using buckets and/or broom and grapple devise to remove the load debris. The Vendor/Contractor(s) shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.

- L. The Vendor/Contractor(s) shall repair any damage caused by the Vendor/Contractor(s) equipment in a timely manner at no expense to the County.
- M. The Vendor/Contractor(s) shall take digital photos of any damages caused by his/her operations and provide digital copies to the County and Property Owner.
- N. Each TDSRS shall be equipped with portable toilets with hand washing facilities and a debris inspection/observation tower. Management of the site may require the provision of office space for management purposes. The need shall be dictated by the magnitude of the incident and coordinated through the Department of Public Works.

11.15. Site Management and Debris Disposal

- A. Vendor/Contractor(s) shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce vegetative debris through either tub grinding into chips/mulch or through air curtain incineration into ash. The Director of Public Works, their designee, or the Hernando County Director of Emergency Management shall determine the method to be used based on environmental considerations.
- B. The locations of the vegetative debris volume reduction sites shall be selected by the Contract Manager or designee.
- C. The Vendor/Contractor(s) shall provide equipment and personnel to manage and operate (number of sites shall be determined after an event occurs and shall be based on event severity) vegetative debris volume reduction sites. The Director of Public Works, their designee, or the Hernando County Director of Emergency Management shall provide access and authorization to the Vendor/Contractor(s) to operate on the designated vegetation debris reduction sites including all information in the Director of Public Works, their designee, or the Hernando County Director of Emergency Management's possession regarding the sites, which are necessary for the successful operation.
- D. The Vendor/Contractor(s) shall determine and construct observation/inspection towers at each selected temporary vegetative debris volume reduction site. The towers shall be constructed in accordance with all applicable laws and codes. Access shall be provided by wooden steps with a handrail.
- E. The County shall not provide to the Vendor/Contractor(s), potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials, or equipment to operate the debris volume reduction site. The Vendor/Contractor(s) shall provide portable sanitary facilities and maintain these facilities. The Vendor/Contractor(s) shall provide utility clearances as appropriate. The Vendor/Contractor(s) shall protect existing structures at the sites and repair any damage caused by their operations at no additional cost to the County.
- F. Vendor/Contractor(s) shall be responsible for establishing site layout as approved by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management or designee.
- G. Vendor/Contractor(s) shall manage the site to accept debris collected under other County contracts and by County crews. The same procedures for estimating the load and the use of load tickets apply.

H. Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws.

I. No more than seven (7) days of chipped debris shall remain on ground at the site.

J. The Vendor/Contractor(s) shall provide a site-operations plan for review and approval by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management prior to beginning work. At a minimum, the plan shall address the following:

J.1. Access to this site,

J.2. Site management, to include point of contact, organizational chart, etc.,

J.3. Traffic control procedures,

J.4. Site security,

J. 5. Site safety,

J.6. Site layout/segregation plan,

J.7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.

K. The Vendor/Contractor(s) shall be responsible for preparing the sites to accept the debris. Site preparation may include clearing, erosion control, grading, and construction and maintenance of hauling roads and entrances. Vendor/Contractor(s) shall establish lined temporary storage areas for materials that can contaminate soils, run off or groundwater. Vendor/Contractor(s) shall place liners under stationary equipment.

L. The Vendor/Contractor(s) shall be responsible for installing site security measures and maintaining security for operations at the site.

M. The Vendor/Contractor(s) shall manage the site to minimize the risk of fire.

N. The Vendor/Contractor(s) shall be responsible for the closure of the debris management sites within thirty (30) calendar days of receiving the last load of disaster related debris. Closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to its pre-work conditions. The site shall be restored in accordance with all local requirements. The Vendor/Contractor(s) is responsible for the proper disposal of non-burnable debris and wood chips or ash. The Vendor/Contractor(s) shall receive approval from the Director of Public Works, their designee, or the Hernando County Director of Emergency Management and FEMA as to the final acceptance of a site closure.

11.16. Debris Separation/Reduction and TDSR Management

A. Volume Reduction Site Equipment:

A.1. The Vendor/Contractor(s) shall provide all equipment necessary to prepare the site, stockpile the debris, feed the grinders, remove mulch from the grinding operations, and load and

haul for disposable all non-burnable debris, chips/mulch, and any other equipment which may be necessary.

A.2. All equipment shall be in compliance with all applicable Federal, State, and local rules and regulations. All equipment and operator qualifications shall meet Federal, State, and local requirements.

B. Vendor/Contractor(s) shall operate and manage the TDSR to accept and process all event debris. All actions shall be implemented by the Vendor/Contractor(s) only with the prior approval of the County. Actions by the Vendor/Contractor(s) shall include, but are not limited to, the following:

B.1. Ensure that only debris authorized by the County's Director of Public Works, their designee, or the Hernando County Director of Emergency Management shall be allowed into the TDSR sites.

B.2. Provide to the County a video record of the pre- and post- use site conditions.

B.3. As directed by the County, conduct an onsite Phase 1 Environmental Audit.

B.4. Prepare a plan of proposed site layout and review with the County prior to its implementation.

B.5. Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the County prior to its implementation.

B.6. Provide adequate security personnel, fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDSR.

11.17. Hazardous Waste

A. Vendor/Contractor(s) Petroleum, Oil, Lubricant Spills:

A.1. The Vendor/Contractor(s) shall be responsible for reporting to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management and cleaning up all petroleum, oil, lubricant spills caused by the Vendor/Contractor(s) operations at no additional cost to the County.

A.2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal and local laws and regulations.

A.3. Spills other than on-site shall be reported to the National Response Center and the Director of Public Works, their designee, or the Hernando County Director of Emergency Management immediately following discovery. A written follow-up shall be submitted to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management not later than seven (7) days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

A.3.1 Description of the material spilled (including identity, quantity, etc.)

A.3.2. Determination as to whether or not the amount spilled is EPA/DEP reportable and when and to whom it was reported.

- A.3.3. Exact time and location of spill, including description of the area involved.
- A.3.4. Receiving stream or waters.
- A.3.5. Cause of incident and equipment and personnel involved.
- A.3.6. Injuries or property damage.
- A.3.7. Duration of discharge.
- A.3.8. Containment procedures implemented.
- A.3.9. Summary of all communications the Vendor/Contractor(s) has had with press or other officials.
- A.3.10. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

B. Household Hazardous Waste

- B.1. The County shall notify Residents as well as Vendor/Contractor(s) of any and all available drop-off point locations for the disposal of their Household Hazardous Waste. Drop-off points shall be determined by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management or designee.
- B.2. The Vendor/Contractor(s) shall identify, separate, collect, transport and legally dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris.
- B.3. The Vendor/Contractor(s) shall provide trained, certified, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Vendor/Contractor(s) personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris shall be collected, transported and legally disposed of by the Vendor/Contractor(s) as required by local, State and Federal regulations.
- B.4. The Vendor/Contractor(s) shall be reimbursed at the rate as indicated on the Bid Form. Vendor/Contractor(s) shall provide County documentation that tracks the collection of hazardous waste from the point of collection to its final disposal location.

11.18. Hazardous Materials/Waste Management

A. Vendor/Contractor(s) shall facilitate the County in every way possible to ensure compliance with worker protection, public health, environmental, transportation, and hazardous disposal regulations and applicable consensus standards. This shall include but not be limited to:

- A.1. The proper cleanup of drainage basins and other subsurface structures potentially impacted with levels of contaminants.
- A.2. The removal of contaminated soil on the land surface.
- A.3. The emergency securing of hazardous materials, their transport, and disposal of these materials to protect the health, safety and welfare of the public.

B. This work may likely involve various properties throughout the county. Vendor/Contractor(s) performing work in connection with this Bid could reasonably involve the remediation, transport, and proper disposal of materials and hazardous materials that may exceed regulatory standards established for personal exposure and the environment.

C. In addition to County oversight, this work shall also be managed and overseen by a Monitoring Consultant on Contract with the County and an additional for soil/sediment sampling and analysis Contractor. The County's soil/sediment sampling and analysis Contractor shall be responsible for all soil, sediment, sludge and liquid sampling and analysis as well as all report preparation, work plans and closure reports to satisfy all regulatory agencies and is not part of this Bid, with the exception of any confirmatory sampling and analysis/supplemental waste categorization as may be necessary.

D. Additional Requirements:

D.1. This work includes the management, removal, transportation and disposal and any other handling requirements for contaminated/hazardous materials in accordance with Federal, State and local laws. Wherever possible, uncontaminated material shall be segregated for cost savings to the County.

D.2. Vendor/Contractor(s) shall provide all permits, paperwork, manifests and documents as applicable to the County as required in addition to regulatory agencies and follow all applicable Federal, State and local safety requirements for any of this work.

D.3. Material shall not be stockpiled on any work site for extended periods of time. Once regulated materials are authorized for transportation by the Federal, State and or local agency, they shall be removed within one (1) business day from the work site or time frames otherwise determined to be acceptable to regulatory standards/agencies and the County.

D.4. At the County's discretion, some work may be supplemented by using County personnel and equipment.

11.19. Cadaver Recovery and Identification

A. Cadaver recovery and identification may be required during response operations. Crews shall strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members. The following guidelines shall be followed while working in ALL areas and/or sectors in which cadaver recovery is necessary:

A.1. Each crew leader is responsible for watching the debris pile and identifying any potential human remains. If found or suspected, the crew leader shall immediately stop work in the area and notify the DM, who shall be responsible for notifying appropriate law enforcement representatives in the Emergency Operations Center, and immediately follow with an appropriate notification to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management. The crew shall remain at the site until released by the authority having jurisdiction.

A.2. All crew members are forbidden from discussing the location, status, composition, sex, and especially the name of the deceased. Any individual found to be passing this information on

about what they have seen shall be immediately dismissed from the job. Proper next of kin notification procedures shall be conducted by the responsible authority.

11.20.Safety

A. Vendor/Contractor(s) shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Vendor/Contractor(s) shall provide such safety equipment, training and supervision as may be required by the County and/or other governmental regulations. Vendor/Contractor(s) shall ensure that its Sub-Contracts contain an equivalent safety provision.

B. The Vendor/Contractor(s) shall be solely responsible for pedestrian and vehicular safety and control within the assigned workspace and shall provide the necessary warning devices, barricades, and other devices necessary to meet Federal, State and local requirements. At a minimum, one flag person shall be posted at each loading site to direct traffic.

C. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the Director of Public Works, their designee, or the Hernando County Director of Emergency Management and is coordinated with appropriate departments. Traffic control is the responsibility of the Vendor/Contractor(s) and shall be accomplished in conformance with local traffic codes.

D. Vendor/Contractor(s) shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at the temporary debris staging sites. The Vendor/Contractor(s) shall comply with all Federal, State, and local safety regulations.

E. The traffic control personnel and equipment shall be in addition to the personnel and equipment required for debris removal and hauling.

F. The Vendor/Contractor(s) shall erect proper barricades, signs, and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal.

G. Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

11.21.Vendor/Contractor(s) Responsibilities and Expectations

A. OTHER AGREEMENTS:

The County may be required to enter into agreements with Federal and/or State agencies for disaster relief. Vendor/Contractor(s) shall be bound by the terms and conditions of such Agreements, regardless of the additional burdens of compliance. The County shall provide Vendor/Contractor(s) with a copy of any applicable agreements.

B. VENDOR/CONTRACTOR(S) CONDUCT OF WORK:

Vendor/Contractor(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Vendor/Contractor(s) personnel and Sub- Vendor/Contractor(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

C. SUPERVISION BY VENDOR/CONTRACTOR(S):

Vendor/Contractor(s) shall supervise and/or direct all Contracted services performed by its employees, agents and Sub-Contractor(s). Vendor/Contractor(s) is solely responsible for all means, methods, techniques, safety and other procedures. Vendor/Contractor(s) shall employ and maintain a qualified Project Manager at the work site(s) who shall have full authority to act on behalf of Vendor/Contractor(s). All communications given to the Project Manager or by the Hernando County Director of Emergency Management or by the Director of Public Works, their designee shall be as binding as if given to Vendor/Contractor(s).

D. VENDOR/CONTRACTOR(S) CONDUCT AND SELF-SUFFICIENCY:

Vendor/Contractor(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Vendor/Contractor(s) personnel and Sub- Vendor/Contractor(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons. The Vendor/Contractor(s) shall ensure that its work force, including Sub-Contractor(s), maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

E. VENDOR/CONTRACTOR(S) DISPOSAL OF DEBRIS:

Unless otherwise directed by the County, Vendor/Contractor(s) shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the County. The locations of the TDSR and final disposal sites utilized by the Vendor/Contractor(s) shall be reported to the County and subject to their approval. Upon request from the Vendor/Contractor(s) other sites may be utilized as directed and/or approved by the County.

F. MULTIPLE, SCHEDULED PASSES:

Vendor/Contractor(s) shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the County. The County shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County. The Vendor/Contractor(s) shall document the completion of all passes based on the direction from the County and shall provide this documentation to the County on the frequency requested by the County.

G. "CLEAN AS YOU GO" POLICY:

The Vendor/Contractor(s) shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations. The Vendor/Contractor(s) shall exercise care so as not to generate litter during the removal process. The Vendor/Contractor(s) shall clean up loose material in the immediate vicinity of the right-of-way. The Vendor/Contractor(s) shall be responsible for the repair of any collateral damage caused to private or public property.

H. OPERATION OF EQUIPMENT:

Vendor/Contractor(s) shall operate all trucks, trailers and all other equipment in compliance with any/all applicable Federal, State and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the County. Should operation of equipment be required

outside of the public ROW, the Vendor/Contractor(s) shall ensure that a ROE Agreement has been obtained prior to property entry.

I. SECURITY OF DEBRIS DURING HAULING:

Vendor/Contractor(s) shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Vendor/Contractor(s) shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Vendor/Contractor(s) shall survey the primary routes used by Vendor/Contractor(s) for debris hauling as soon as possible after the transport and shall recover fallen or blown debris from the roadway(s).

J. TRAFFIC CONTROL:

Vendor/Contractor(s) shall mitigate impact on local traffic conditions to the greatest extent possible. Vendor/Contractor(s) is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD). Vendor/Contractor(s) shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

K. EMERGENCY POWER GENERATORS:

Generators may be requested by the County, if so, the Vendor/Contractor(s) shall provide mobile electric power generators for facilities and locations within the County. The County shall define the size, voltage requirements and fuel type of the mobile units, which shall be leased to the County. Vendor/Contractor(s) shall deliver the units to the facilities or locations designated by the County and ensure of the unit to the existing electrical wiring by a licensed electrician. The Vendor/Contractor(s) shall also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Vendor/Contractor(s) shall have readily available technical support and repair or replacement services. The Vendor/Contractor(s) shall be reimbursed a fixed rate for this service.

L. CERTIFICATIONS:

The Vendor/Contractor(s) shall adhere to the process for certification of personnel and vehicles, to include the following:

L.1. Certification of Vehicles and Load Capacity

L.2. Vendor/Contractor(s) shall ensure that all equipment is certified in accordance with FEMA procedures. After a disaster, the County, or their designated representative, shall begin the equipment certification at a pre-designated site, or at staging areas established by the Vendor/Contractor(s).

L.3. All Vendor/Contractor(s) and Sub-Contractor(s) trucks shall have valid registrations, insurance and meet basic operational criteria including but not limited to tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

L.4. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck shall receive two (2) placards, one each of which shall

be affixed on opposite sides of the truck body. The truck driver shall be provided up to two (2) copies of the certification sheet for the Vendor/Contractor(s) and Sub-Contractor(s) records.

M. Certification of Personnel

The Vendor/Contractor(s) shall certify to the County that all Vendor/Contractor(s) and Sub-Contractor(s) personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations.

Upon request of the County, the Vendor/Contractor(s) shall provide documentation certifying the adequacy of the training, experience and capabilities of all Vendor/Contractor(s) and Sub-Contractor(s) personnel, to include but not be limited to the following:

M.1. Senior management personnel of the Vendor/Contractor(s) assigned to implement work authorizations pursuant to this agreement shall participate, upon request, in training and briefing sessions held by representatives of the County.

M.2. Senior, supervisory personnel of the Vendor/Contractor(s) and all Sub-Contractor(s) thereto shall have received training in debris management and the implementation of the National Incident Management System.

M.3. Personnel assigned by the Vendor/Contractor(s) as responsible for data management, invoicing and other documentation duties shall be trained in the data management concepts and approaches to be used by the County.

M.4. Vehicle and equipment operators shall be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

N. Upon their deployment for field operations, all Vendor/Contractor(s) and Sub-Contractor(s) personnel shall be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

11.22. Demolition of Structures and Construction Debris Removal

As directed by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management or designee, Vendor/Contractor(s) shall demolish unsafe structures and remove debris that has been determined by the County to be a threat to the health and safety of the public.

Vendor/Contractor(s) shall exercise due diligence in demolishing and/or removing debris from private property. The County shall direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal.

Vendor/Contractor(s) shall ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, State and Federal regulatory requirements regarding materials containing asbestos shall be adhered to unless waived by applicable regulatory authorities.

11.23. Services

A. SPECIFIC SERVICES:

As directed by the County, the Vendor/Contractor(s) shall perform the following services:

- A.1. Private Property Demolition and Debris Removal – The Vendor/Contractor(s) shall not operate beyond the public Right-Of-Way unless directed by the County.
- A.2. Marine Debris Removal – The Vendor/Contractor(s) shall clear canals and waterways of marine debris in coordination with the responsible agency (United States Coast Guard (USCG), Florida Fish and Wildlife Conservation Commission (FWC), etc.). Marine debris is defined as any material obstructing a canal or waterway.
- A.3. Hazardous and/or Toxic Waste Disposal (HTW) – The Vendor/Contractor(s) shall collect, transport and dispose of HTW in accordance with all applicable Federal, State and local laws, standards and regulations as directed by the County (Ref Debris Management Plan). The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Vendor/Contractor(s).
- A.4. Fallen Trees, Hazardous Leaning Trees and Hanging Limbs - The Vendor/Contractor(s) shall remove fallen trees, leaning trees or hanging limbs that originate from within the ROW. Fallen or leaning trees or hanging limbs which originate from private property and extend onto or into the ROW shall be cut at the point where they enter the ROW. The fallen or leaning trees and hanging limbs, and that part of the eligible debris which lies within the ROW shall be removed from the ROW and be properly disposed of by the Vendor/Contractor(s).
- A.5. Hazardous Stumps – All stumps larger than twenty-four (24) inch shall be paid under Cost Proposal Item 5, Hazardous Stumps. FEMA guidelines shall prevail when determining the category of and payment method for hazardous stumps.
- A.6. Fill Dirt – As identified and directed by the County, the Vendor/Contractor(s) shall place compatible clean fill dirt, approved by the County or its representative, in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
- A.7. Soil Screening – The Vendor/Contractor(s) shall screen all soil to remove Eligible Debris deposited as a result of a natural or manmade disaster. Soil screening shall include the collection of debris-laden soil, hauling to the processing screen, processing the soil through the screen and returning to a location designated by the County. Eligible debris removed from the soil shall be collected, hauled and processed at the TDSRS.
- A.8. White Goods – The Vendor/Contractor(s) shall recycle all eligible goods including, but not limited to refrigerators, freezers and air conditioners in accordance with all Federal, State and local rules, regulations and laws.
- A.9. Freon Recovery – The Vendor/Contractor(s) shall remove and recover Freon from any white goods at the TDSRS or final disposition site in accordance with all Federal, State and local rules, regulations and laws.
- A.10 Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the Vendor/Contractor(s) labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Vendor/Contractor(s).

A.11. Closure and Remediation of the TDSRS – Within thirty (30) days after notice by the County, the Vendor/Contractor(s) shall cease debris collection activities and remove all Vendor/Contractor(s) equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested for parameters as directed by the County using the Toxicity Characteristic Leaching Procedure, <https://www.epa.gov/hw-sw846/sw-846-test-method-1311-toxicity-characteristic-leaching-procedure> and ash shall be disposed of in a Class I landfill if contamination is found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Vendor/Contractor(s) shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Vendor/Contractor(s) is responsible for the reclamation and remediation of the TDSRS to its original state which shall be subject to the County’s final acceptance. Payment retainage shall not be released until all debris sites have been closed and remediated.

A.12 Recycling – The Vendor/Contractor(s) shall employ recycling within the debris management process whenever practical. The value minus “cost” shall be documented to reduce the fiscal liability of the County.

B. ADDITIONAL REQUIRED SERVICES:

The County may require Logistical and Planning Support during any phase of a disaster or to support a localized incident. This portion of a Contract shall not be considered separate and is reflected in the cost proposal in Section Groups I through VI – Bid Form (where the word shall is used below- this indicates if the service is requested, and the Bidder has indicated on their Bid they are experienced and capable of providing such services).

B.1. Debris Removal and Restoration of Retention Ponds, Lakes and Waterways/Canals
The Vendor/Contractor(s) shall remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the County. Debris to be removed shall be vegetative and/or construction and demolition debris affecting the canals; but excludes removal of damaged and/or abandoned boats. The Vendor/Contractor(s) shall also haul, process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the County. The Vendor/Contractor(s) shall be reimbursed at a fixed unit rate for this service.

B.2. Motor Vehicle Removal and Disposal
The Vendor/Contractor(s) shall remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The County shall identify the area(s) from which motor vehicles are to be removed. Motor vehicles shall be processed by the Vendor/Contractor(s) in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Vendor/Contractor(s) shall also ensure the proper final disposal of the removed vehicle. The Vendor/Contractor(s) shall be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

B.3. Boat Removal and Disposal
Boats severely damaged by the disaster event and abandoned in or on the canals and lakes of the

County or in the right of way shall be collected by Vendor/Contractor(s), processed for removal and disposal of hazardous materials in accordance with applicable regulations, demolished and transported to a suitable location for final disposal. The County shall determine the vessels to be removed, shall establish that they have been legally abandoned by their owners, and shall take other necessary steps as required by law before directing the Vendor/Contractor(s) to remove and dispose of the vessel. The Vendor/Contractor(s) is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Vendor/Contractor(s) shall be reimbursed at a fixed rate for this service.

B.4. Sewer, Culvert and Catch Basin Cleaning

The Vendor/Contractor(s) shall provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The County shall designate the storm water systems to be cleaned. The Vendor/Contractor(s) shall be reimbursed at a fixed rate for this service.

12. PRICING PROPOSAL

ITB NO.24-TF00708/AP. - Disaster and Debris Removal Services

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit, and any other costs. Each repair purchase order will include a "not to exceed" amount on the contract.

There are no guarantees that the County will utilize the per year estimates and may exceed the estimates identified.

GROUP I - CUT AND TOSS OF DEBRIS FROM ROADWAY

PHASE I

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Two (2) Chainsaws - Appropriate Rubber Tire Equipment and Supervisor with vehicle (including operators)	hour		

GROUP II - COLLECTION, HAULING TO STAGING SITE AND REDUCTION

PHASE II

Line Item	Description	Origination Point	Unit of Measure	Unit Cost	No Bid
2	Loading and Hauling Vegetative Debris (Price to include MOT)	From ROW to DMS or Directly to Final Disposal	Cubic Yard (CY)		
3	Debris Management Site (DMS) Management (to include preparation; management; segregating at site and restoration of Department supplied site)	N/A	Cubic Yard (CY) of Debris hauled into the DMS		
4	Debris Management Site (DMS) (provided by the Contractor after 7 days Notice to Proceed)	N/A	Each Site		

Line Item	Description	Origination Point	Unit of Measure	Unit Cost	No Bid
5	Reduction of Vegetative Debris - Grinding	N/A	CUBIC YARD (CY)		
6	Reduction of Vegetative Debris - Air Curtain Incineration		CUBIC YARD (CY)		
7	Reduction of Vegetative Debris - Open Burning		CUBIC YARD (CY)		
8	Reduction of Vegetative Debris - Compacting		CUBIC YARD (CY)		
9	Stump Removal (24"-48") (Price to include removal, disposal and backfilling costs)	From ROW	Each Stump		
10	Stump Removal (> 48") (Price to include removal, disposal and backfilling costs)	From ROW	Each Stump		
11	Removal of eligible hanging Limbs > 2" (Price to include cost of disposal)	From ROW	Tree		
12	Removal of Leaning Trees > 6" @ 4.5' above the ground (Price to include cost of disposal) - 6" - < 12"	From ROW	Tree		
13	Removal of Leaning Trees > 6" @ 4.5' above the ground (Price to include cost of disposal) - 12" - < 24"	From ROW	Tree		
14	Removal of Leaning Trees > 6" @ 4.5' above the ground (Price to include cost of disposal) - 24" - < 36"	From ROW	Tree		
15	Removal of Leaning Trees > 6" @ 4.5' above the ground (Price to include cost of disposal) - > 36"	From ROW	Tree		
16	Loading and Hauling C&D Debris to a DMS (Price to include MOT)	From ROW	CUBIC YARD (CY)		

Line Item	Description	Origination Point	Unit of Measure	Unit Cost	No Bid
17	Loading and Hauling C&D Debris to a final disposal site (Price to include MOT)	From ROW	CUBIC YARD (CY)		
18	Loading and Hauling C&D Debris to a final disposal site (Price to include MOT)	From DMS	CUBIC YARD (CY)		
19	Sweeping Curb and Gutter	N/A	Curb Mile		
20	Vacuum Inlets	N/A	Each		
21	White Goods Hauling and Final Recycling / Disposal	From ROW	Each		
22	White Goods Hauling and Final Recycling / Disposal	From DMS	Each		
23	White Goods Hauling and Final Recycling / Disposal	From ROW	Each		
24	Removal and Disposal of oxygen depleting Freon/refrigerants; mercury or compressor oils from White Good	At DMS	Each		
25	Hazardous Household Waste (HHW) removal and disposal	From ROW	Pound		
26	Hazardous Household Waste (HHW) removal and disposal	From DMS	Pound		
27	Removal of Electronic Waste	From ROW	Each		
28	Removal of trailers and vehicles (Price to include handling, hauling, storage and disposal)	From ROW and/or waterways	Each vehicle		
29	Removal of Vessels < 30 feet (Price to include handling, hauling, storage and disposal)	From ROW and/or waterways	Linear Foot		
30	Removal of Vessels > 30 feet (Price to include handling, hauling, storage and disposal)	From ROW and/or waterways	Linear Foot		

Line Item	Description	Origination Point	Unit of Measure	Unit Cost	No Bid
31	Removal of Putrescent Debris, debris that will decompose or rot (animal carcasses and organic fleshy matter)	From ROW to Final Disposal	Per Pound (weight at removal)		
32	Loading and Hauling Sand, Soil, Silt and Sediment	From ROW	CUBIC YARD (CY)		
33	Loading and Hauling Sand, Soil, Silt and Sediment	From DMS	CUBIC YARD (CY)		

GROUP III – LOADING OF REDUCED MATERIAL AND FINAL DISPOSAL

PHASE III

Line Item	Description	Origination Point	Unit of Measure	Unit Cost	No Bid
34	Loading and Hauling Reduced Debris for Vegetative and C&D Only (Price to include MOT)	From DMS to Final Disposal	Cubic Yard (CY)		
35	Disposal/Tipping Fees	N/A	ACTUAL COST		

GROUP V – REQUIRED SERVICES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
101	Storm Sewer, Culvert and/or Catch Basin Cleaning	Foot (ft)		
102	Debris Removal and Restoration of Retention Ponds, Lakes and/or Waterways/Canals	Foot (ft)		
103	White Goods, as specified	Each		
104	Freon Recovery, as specified	Each		
105	Dead Animal Removal and Disposal	Pound		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
106	Motor Vehicle Removal and Disposal - PASSENGER	Each		
107	Motor Vehicle Removal and Disposal - COMMERCIAL	Each		

GROUP VI - OPTIONAL SERVICES RED TIDE - CLEAN UP AND REMOVAL OF PUTRESCENT DEBRIS

RED TIDE - Clean Up and Removal of Putrescent Debris

Line Item	Description	Unit of Measure	Unit Cost	No Bid
108	DRC Operations Manager	Hour		
109	DRC Superintendent	Hour		
110	Supervisor with Vehicle	Hour		
111	Captain	Hour		
112	Deck Hand	Hour		
113	Marine Operator	Hour		
114	Admin Assistant	Hour		
115	Heavy Equipment Operator	Hour		
116	Tool Operator	Hour		
117	Laborer	Hour		
118	Hazmat Worker	Hour		
119	Mechanic with Truck and Tools	'Hour		
120	<14' Work Boat	Daily Rate		
121	>14' Work Boat	Daily Rate		
122	Skimmer Boat	Hour		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
123	Beach Rake with Tractor	Hour		
124	Boom	per foot per day		
125	Barge 12 x 40	Hour		
126	Roll Off Dumpsters	Daily Rate		
127	Roll Off Truck	Daily Rate		

GROUP IV – OPTIONAL LOGISTICS AND PLANNING SERVICES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
36	Hand Operated Transfer Pump (hourly rate)	Hour		
37	Hand Operated Transfer Pump (daily rate)	Day		
38	1" Diaphragm Pump	Hour		
39	1" Diaphragm Pump	Day		
40	2" Diaphragm Pump	Hour		
41	2" Diaphragm Pump	Day		
42	2" Diaphragm Pump S.S.	Hour		
43	2" Diaphragm Pump S.S.	Day		
44	3" Diaphragm Pump	Hour		
45	3" Diaphragm Pump	Day		
46	6" Diaphragm Pump	Hour		
47	6" Diaphragm Pump	Day		
48	1" Suction or Discharge Hose	Hour		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
49	1" Suction or Discharge Hose	Day		
50	2" Suction or Discharge Hose	Hour		
51	2" Suction or Discharge Hose	Day		
52	3" Suction or Discharge Hose	Hour		
53	3" Suction or Discharge Hose	Day		
54	6" Suction or Discharge Hose	Hour		
55	6" Suction or Discharge Hose	Day		
56	2" Chemical Suction or Discharge Hose	Hour		
57	2" Chemical Suction or Discharge Hose	Day		
58	3" Chemical Suction or Discharge Hose	Hour		
59	3" Chemical Suction or Discharge Hose	Day		
60	6" Chemical Suction or Discharge Hose	Hour		
61	6" Chemical Suction or Discharge Hose	Day		
62	185 CFM Compressor	Hour		
63	185 CFM Compressor	Day		
64	Air-hose Section, 50 feet	Hour		
65	Air-hose Section, 50 feet	Day		
66	Portable Lighting trailer	Hour		
67	Portable Lighting trailer	Day		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
68	Diesel Powered Generator, 60kw - 80kw, 3 phase, 240/480 volt, trailer mounted, including 50' of cabling w/plug	Hour		
69	Diesel Powered Generator, 60kw - 80kw, 3 phase, 240/480 volt, trailer mounted, including 50' of cabling w/plug	Day		
70	Electrical Cable Section (50')	Hour		
71	Electrical Cable Section (50')	Day		
72	HEPA Vac	Hour		
73	HEPA Vac	Day		
74	Traffic Control Vest, Cones, Flags, Barrels, etc.	Hour		
75	Traffic Control Vest, Cones, Flags, Barrels, etc.	Day		
76	Extension Ladder, 28' – 35'	Hour		
77	Extension Ladder, 28' – 35'	Day		
78	Photographic Equipment	Hour		
79	Photographic Equipment	Day		
80	Portable Toilet	Hour		
81	Portable Toilet	Day		
82	Mechanized Broom	Hour		
83	Mechanized Broom	Day		
84	4 mil 20X100 Polyethylene	Hour		
85	4 mil 20X100 Polyethylene	Day		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
86	6 mil 20X100 Polyethylene	Hour		
87	6 mil 20X100 Polyethylene	Day		
88	6 mil Bags	Hour		
89	6 mil Bags	Day		
90	55 – Gallon Drum, CEP-SD55THNEW, or equal	Hour		
91	55 – Gallon Drum, CEP-SD55THNEW, or equal	Day		
92	55 – Gallon Drum Liners, 10 mil	Hour		
93	55 – Gallon Drum Liners, 10 mil	Day		
94	Fiber Drums, CEP-FIB30L, or equal	Hour		
95	Fiber Drums, CEP-FIB30L, or equal	Day		
96	30 Gallon Over-pack, CEP-1230YE, or equal	Hour		
97	30 Gallon Over-pack, CEP-1230YE, or equal	Day		
98	95 Gallon Poly Over-pack, CEP1237YE, or equal	Hour		
99	95 Gallon Poly Over-pack, CEP1237YE, or equal	Day		
100	Caution/Hazard Tape (per roll)	Roll		

13. VENDOR QUESTIONNAIRE

13.1. VENDOR/CONTRACTOR INFORMATION*

Please Provide the following Information:

1. Respondent/Vendor Contractor Name
2. Vendor/Contractor FEIN
3. Vendor/Contractor's Authorized Representative Name and Title
4. Address
5. Phone Number
6. Email Address

*Response required

13.2. Provide a twenty-four (24) hour phone number and email address in the event of emergency*

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services.

It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation.

Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.

*Response required

13.3. VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

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

As the person authorized to submit bids 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.

Please confirm

*Response required

13.4. [VENDOR/CONTRACTOR SURVEY*](#)

Please provide information on where you received the knowledge of the bid/request for proposals (mark all that apply):

Select all that apply

- OpenGov Procurement
- Newspaper
- Procurement Department Advertisement Board
- Other

*Response required

13.5. [VENDOR/CONTRACTOR SURVEY \(OTHER\)](#)

If you answered "Referred" or "Other" in the Survey, please specify:

13.6. [Please confirm bid validity for 90 days *](#)

Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter.

Please confirm

*Response required

13.7. [List of Facilities *](#)

Please provide a List of facilities available to do work.

*Response required

13.8. [Personnel List *](#)

Please provide a List of personnel, by name and title, contemplated to perform the work.

*Response required

13.9. BID CONFIRMATION*

The undersigned Bidder has carefully read the Invitation to Bid and its provisions, terms and conditions covering the labor and equipment as called for, and fully understands the requirements and conditions. Bidder certifies that this bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this Invitation to Bid and certifies that the person(s) signing this bid is (are) authorized to bind the Bidder. Bidder agrees that if awarded this invitation to bid, Bidder will provide the labor and equipment as stipulated in the specifications of this Invitation to Bid. Bidder further agrees to furnish and to deliver labor and equipment as indicated, with all transportation charges prepaid, and for the prices quoted.

****IMPORTANT NOTE:** When submitting your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid solicitation.

Please confirm

*Response required

13.10. Drug Free Workplace Certification *

I have read and attest to, in accordance with Florida Statute 287.087, hereby certify that,

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

Please confirm

*Response required

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

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Please confirm

*Response required

13.12. Sworn Statement

13.12.1. Sworn Statement SECTION 287.133 (3) (a)*

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

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

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

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

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

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

*Response required

13.12.2. If you choose option 3, please attach a copy of the final order

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

Please attach a copy of the final order

13.13. Authorized Signatures/Negotiators

Authorized Signatures/Negotiators

*13.13.1. Authorized Signatures/Negotiators **

Please provide the information to support the statement below:

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

Name(s)

Title(s)

Phone no (s)

*Response required

*13.13.2. Type of Organization **

Select your organization's type below

Sole Proprietorship

Joint Venture

Corporation

Partnership

*Response required

*13.13.3. Company ID**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

*Response required

13.13.4. W-9 Form *

Please attach your completed W-9 Form

*Response required

13.13.5. ACH electronic payment *

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

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

Yes, ACH electronic payment method is acceptable.

No, ACH electronic payment method is acceptable.

*Response required

13.13.6. Copy of Florida Division of Corporations Annual Report

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

13.13.7. E-VERIFY CERTIFICATION*

Vendor/Contractor acknowledges and agrees to the following:

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

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Please confirm

*Response required

13.14. QUALIFICATION SUBMITTAL REQUIREMENTS

13.14.1. REFERENCES*

Bidder must provide a minimum of **three (3)** references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project within the last three (3) years.

Similar in size, dollar value and scope as this project.

Please provide information for 3 required References:

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

*Response required

13.14.2. EQUIPMENT LISTING *

Bidders shall indicate below a complete listing of all equipment said Bidders will use in the performance of this contract, including rolling stock, loaders, tractors, mowers, and any other specialized equipment. INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY. Failure to complete and return this section may render Bidder's proposal non-responsive. The County reserves the right to perform a site visit at the Vendor/Contractor's location for purpose of verification of equipment listed and visual observation of equipment condition.

Please provide a listing of the equipment and whether or not if it's company owned.

Example:

Description of Equipment -- Company Owned

2019 Ford F350 Utility Truck -- Owned by Company/Bidder

*Response required

13.15. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

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

Yes

No

*Response required

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

Yes

No

*Response required

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

Please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

13.15.4. Solicitation-Offer-Award

Please download the below document, complete Offer section, and upload.

- [Solicitation-Offer-Award.pdf](#)

13.15.5. REQUIRED GRANT FORMS

Please download the below documents, complete, and upload.

- [Suspension Debarment Certif...](#)
- [FEMA Certification for Lobb...](#)
- [Disclosure of Lobbying Acti...](#)

- [DBE-MBE-WBE-SUB Statement F...](#)
- [DBE-MBE-WBE STATEMENT OF GO...](#)

13.15.6. Additional Submission Information (optional)

Upload additional information (optional)