

SOLICITATION - OFFER - AWARD

SOLICITATION NO 26-T01231	SOLICITATION TITLE Pest Control Services	DATE ISSUED March 18, 2026	CONTRACT NO 26-T01231
ISSUED BY BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Brian Hawkins, Chair Jerry Campbell, Vice Chair John Allocco, Second Vice Chair Steve Champion Ryan Amsler		SUBMIT BID OFFER TO: HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer	

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA **HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <http://secure.procurenow.com/portal/hernandocounty>**, ON **INSERT DUE DATE**. 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 PURCHASING AND CONTRACTS CONFERENCE ROOM AT **10:00 A.M. ON INSERT DUE DATE**. PURSUANT TO FS 119.071 (current version), 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.

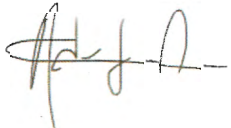
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Pest Control Services , as described in the specifications. (SEE ATTACHED SPECIFICATIONS)	x	XXXXX	XXXXXXXXXX	\$ <u>26,600.09</u>

OFFER

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

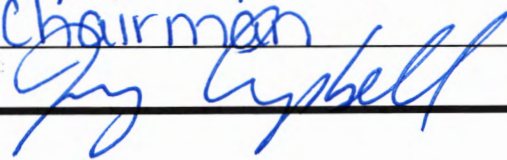
IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **Ninety (90) DAYS** FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE 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.

DISCOUNT FOR PROMPT PAYMENT: _____% 10 CALENDAR DAYS _____% 20 CALENDAR DAYS _____% _____ CALENDAR DAYS

BIDDER'S INFORMATION		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
Truly Nolan of America, Inc.		BIDDER'S SIGNATURE 	
Company Name 4842 N. Florida Ave.		OFFER DATE 05/21/2026	
Address Tampa, FL 33603		Print Name <u>Adam Daly</u>	
City	State	Zip Code	Title <u>Government Consultant</u>
(813) 238-89189		adam.daly@trulynolen.com	
Phone Number	Fax Number	Email Address	

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR NO.: LR 2025 65 8	BY:
ACCEPTED AS TO ITEM(S) NO	AMOUNT	ACCOUNTING CODE
SUBMIT INVOICES TO Hernando County 15470 Flight Path Drive Brooksville, FL 34604	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: Jerry Campbell Chairman	
SIGNATURE: 		AWARD DATE: 5/19/2026

PEST CONTROL SERVICES

26-T01231

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
Pest Control Services

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1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Jerry Campbell, Chairman

Ryan Amsler, Vice Chairman

Steve Champion, Second Vice Chairman

John Allocco

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

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 a.m., LOCAL TIME ON Monday, April 27, 2026. 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 AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, April 27, 2026. PURSUANT TO FS 119.071 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.

Procurement Contact Information:

Gretchen Bechtel, Contract Agent II

(352) 754-4013

gbechtel@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

TERM CONTRACT ITB NO. SOLICITATION # 26-T01231

FOR

Pest Control Services

The Hernando County Board of County Commissioners is currently seeking qualified vendors who are experienced pest management professionals to deliver comprehensive pest control services throughout all facilities owned and operated by the county.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, April 27, 2026, via Hernando County's [eProcurement Portal](#). Only electronic submittals through the eProcurement portal 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](#).

Ex Parte Communication: Please note that to ensure the proper and fair evaluation of a submittal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County official or employee evaluating or considering the submittals prior to the time a decision has been made. Communication between Respondent and the County will be initiated by the appropriate County official or employee in order to obtain information or clarification needed to develop a proper and accurate

evaluation of the submittal. Ex Parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

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

Pursuant to Florida Statutes 119.071 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 method of contact for this solicitation is the Q&A Tab in the County's [eProcurement Portal](#).

2.2. [NON-MANDATORY PRE-BID CONFERENCE SITE VISIT](#)

NON-MANDATORY PRE-BID CONFERENCE:

- A. A Non-Mandatory Pre-Bid Conference will be held Wednesday, March 25, 2026 at 10:00 am at the Hernando County DPW Engineering Conference Room, 1525 E. Jefferson St. Brooksville, FL 34601.
- B. A Site Visit will immediately follow the Pre-Bid Conference.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Facilities

1525 E. Jefferson St.

Brooksville, Florida 34601

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

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

- A. **BIDDER:** The dealer/manufacturer, Vendor/Contractor or business organization submitting a bid to the County in response to this solicitation. Sometimes referred to as “proposer” or “respondent”.
- B. **CHANGE ORDER:** The written order issued by the County, County Designated Representative or Engineer, to the Vendor/Contractor and 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 or an adjustment in the contract price or contract time, after the effective date of the signed contract.
- C. **CONTRACT:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.
- D. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- E. **F.S.:** Florida Statutes version in effect on the effective date of the contract, unless otherwise indicated.
- F. **PUBLIC OPENING:** The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.
- G. **SOLICITATION:** This Invitation to Bid (“ITB”), Request for Proposals (“RFP”) or Request for Quotes (“RFQ”), whichever applies.
- H. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.

4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

4.3. PREPARATION OF BID

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

- A. Interested firms are required to register via the County's [eProcurement Portal](#) . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.
- B. Submit Bids via the Hernando County's [eProcurement Portal](#). 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.
1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.
 2. The County will not honor any explanation or change in the bid documents unless a written addendum has been issued.
 3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.
 4. All bids must be firm for a period of ninety (90) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.
 5. No material, labor, or facilities will be furnished by the County unless specifically stated.
 6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.
 7. 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.

8. Communications: All technical, scope, and/or project related questions shall be submitted through the project [Q&A Tab](#) before the deadline and according to these specifications herein. Any and all other bidding communications shall only be to the County's Procurement representative using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

4.4. [BID OPENING:](#)

Bids that are not received in a timely manner, via the Hernando County eProcurement Portal, 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 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.

4.5. [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 via Hernando County's [eProcurement Portal](#), prior to the date 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 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 [eProcurement Portal](#) to ensure they are aware of all addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified as the Question Submission Deadline: Wednesday, April 1, 2026
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. [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 Procurement Policy and may result in the rejection of your bid.

4.7. WITHDRAWAL OF BIDS:

Bids may be withdrawn only 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.

4.8. 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 the Hernando County Procurement Manual, Section 22, which can be found at [procurement-manual v-july-2025.pdf](#). Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

4.9. FOREIGN COUNTRIES OF CONCERN

Pursuant to sec. 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE, Foreign Countries of Concern included in this solicitation.

Pursuant to sec. 287.138 F.S., Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b), or (c) above, if the contract would give such entity access to an individual's personal identifying information.

5. GENERAL CONDITIONS

5.1. 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 3 years from contract effective 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 2 (two) additional 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.

5.2. 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, equipment, and materials 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 materials, supplies, 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.**

5.3. QUALIFICATION OF BIDDERS:

- A. 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 their bid:
 - 1. 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 (see Questionnaire). These references must be for work performed within the past seven (7) 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.**

5.4. 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.

5.5. BID EVALUATION AND AWARD (continued) "All-or-None"

- A. Award shall be made on an "All-or-None Total Offer" basis to the lowest, responsive, and responsible Bidder. However, the County reserves the sole right to reject any and all bids in accordance with the Hernando County Procurement Ordinance. Failure to provide a price for all areas upon the Bid Form may deem the Bidder's response/submission as non-responsive.

5.6. 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.

5.7. BID EVALUATION AND AWARD (continued) "Price per Location"

The bid price, per location, constitutes the total compensation payable to the Vendor/Contractor for performing all work specified within these contract documents. All duties, responsibilities, and obligations assigned to or undertaken by the Vendor/Contractor shall be at their expense without change in the contract price(s).

5.8. 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, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, 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.
- E. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

5.9. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has

determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

B. Application:

1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the procurement policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
 - a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$50,000.00
2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.
3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility identified below.
2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
 - a. A physical business and location address.
 - b. Proof of payment of real property tax due to Hernando County.
 - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
 - d. Any additional information necessary to verify local vendor status.

- D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all

persons, firms, partnerships, companies, or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Procurement Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than \$10,000.00 or less.
6. Appeal: If an application for a "local vendor/contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.10. HOURS:

Work may be performed between the hours of 8am-5pm, Monday through Friday, except 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.

5.11. 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.

5.12. 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.
- 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.

5.13. 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 Hernando County regarding a previously awarded contract.

5.14. 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 it deems 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.

5.15. 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.

5.16. 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.

5.17. ASSIGNMENT:

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.

5.18. 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, 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.

5.19. LICENSES AND PERMITS:

Prior to and throughout the entire duration of the contract, including renewals, the Vendor/Contractor must have and maintain, at its own cost, any and all licenses required to perform the contracted services. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

5.20. 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.

5.21. 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.

5.22. 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. and applicable rules of the Department of Revenue).

5.23. 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.

5.24. 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.

5.25. 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.

5.26. 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.

5.27. 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 it ordered, received, and accepted. No agency incurs any liability by virtue of any other government entity using the contract resulting from this bid.

5.28. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submitting a bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that:

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

5.29. 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.

5.30. COMPETENCY OF BIDDERS:

The County reserves the right to make such investigations it deems necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of a Bidder's competency or financial ability is not satisfactory, the County reserves the right to reject such Bidder's bid.

5.31. 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, 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. , 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 .

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, 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), 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.

5.32. 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: 1525 E Jefferson St Building A Brooksville, FL 34601 Attn: Facilities.
- 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 less than forty-five (45) days, per Florida Statute 218.74. Payment terms in conflict with the payment terms of the Contract 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.

5.33. 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 his/her tenure or for one (1) year 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 Sub-contracts, 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.
- C. 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.
- D. 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 one (1) year of that employee's

separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.34. 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 therefor, shall not accept any gratuities.
- 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.

5.35. 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.

5.36. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473:

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, as amended from time to time.

5.37. 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.....1,000,000.00
- b. APPLICABLE FEDERAL.....1,000,000.00
- c. EMPLOYER'S LIABILITY.....Minimum:
 - i. \$100,000.00 each accident
 - ii. \$100,000.00 by employee
 - iii. \$1,000,000.00 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.....\$1,000,000.00
 - 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)..... \$1,000,000.00 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.

5.38. INSURANCE REQUIREMENTS (continued)

PROFESSIONAL LIABILITY (if applicable): including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

5.39. MINIMUM WAGE RATES:

- A. The Vendor/Contractor shall be required to pay their employees no less than the Federal minimum wage rate.
- 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, in its sole discretion, to inspect the payroll records of the Vendor/Contractor to determine whether the Vendor/Contractor is complying with Federal wage and hour law.

5.40. 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.

5.41. RESPONSIVE/RESPONSIBLE:

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.)** at the time the Bidder submits its bid. 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 evidence of their qualifications that the County deems necessary. The County 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 the Bidder/Vendor/Contractor of such responsibility.

5.42. CONE OF SILENCE

- A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief

Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation. B. Neither the members of the Board 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, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, 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 of this project.

5.43. 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.

5.44. 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.

6. SPECIAL CONDITIONS

6.1. 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 contacting Juan Cueto jcueto@co.hernando.fl.us. 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 and materials required to complete the project and the contract amount.

6.2. LICENSES AND PERMITS:

- A. Vendor/Contractor shall be permitted and licensed through the Department of Agriculture as stated in Chapter 482 of the Florida Statutes to perform pest control services. Further, all operators shall be certified and have identification that identifies him/her as contractor personnel.
- B. 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.
- C. 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.
- D. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

6.3. PRE-WORK MEETING

Within fourteen (14) days after the effective date of the contract, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6.4. CODES AND REGULATIONS:

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

6.5. 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.

6.6. DEBRIS

Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

6.7. 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.
- C. The Vendor/Contractor will not hold Hernando County responsible and releases Hernando County from any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the Vendor/Contractor and stored on County property.
- D.

6.8. 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.

6.9. PRICE ADJUSTMENT:

Written request for price adjustments may be made every 12 months at time of renewal and 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. All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this contract.

6.10. MARKET CONDITIONS:

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

6.11. 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 Purchasing and Contracts 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.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. 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. Additional items not on the current Bid Form may be added from time to time. However, the County will obtain quotes from at least three Vendor/Contractors who have already submitted bids and these items will be added to the low responsive and responsible Bidder's contract.

6.16. SAMPLES/DEMONSTRATIONS:

Samples of any product for demonstration shall be furnished upon request for a quality test or comparison without cost to the County.

6.17. 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 repairs, materials, and labor.

6.18. 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.

6.19. MATERIAL SAFETY DATA SHEETS:

In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a Material Safety Data Sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116 and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

7. SCOPE OF WORK

7.1. SCOPE OF WORK:

Vendor/Contractor shall be permitted and licensed through the Department of Agriculture as stated in Chapter 482 of the Florida Statutes to perform pest control services. Further, all operators shall be certified and have identification that identifies him/her as contractor personnel.

Contractor shall provide all required supervision, labor, materials, equipment, permits, plans, engineering, local and state inspections and any incidentals necessary to provide the monitoring, trapping, pesticide application and pest removal components of the Integrated Pest Management Program (IPMP) program. The Contractor shall provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be performed in accordance with all State and Federal regulations, local ordinances, the Environmental Protection Agency (EPA), and requirements of Hernando County.

7.2. TECHNICAL SPECIFICATIONS

PESTS INCLUDED AND EXCLUDED:

Normal service shall include removal and maintenance of all pests and insects inside County facilities and within five (5) feet immediately surrounding County facilities. The Contractor shall adequately suppress the following pests:

Indoor/Outdoor populations of commensal rodents, all species of ants, all species of roaches, silverfish, bees, wasps, fleas, scorpions, millipedes, etc.

Pest services excluded are birds, bats, snakes, and all other vertebrates other than commensal rodents.

SERVICE REQUIREMENTS:

At minimum, services shall include:

- Taking all precautions to prevent injury or harm to the public and the structure being treated.
- Providing all services for the service location on each visit unless specifically asked not to treat a certain area by the location contact person or the Facilities Manager or designee.
- Treating all kitchen areas with chemicals approved for application in food service areas.
- Applying dry and/or wettable powder and liquid pesticides, as applicable, to all cracks and crevices; behind service lines, pipes or wires attached to walls in all areas; beneath pallets; under sinks; in and around cabinets, baseboards, pipe fittings, stairways, door casings, window casings and sills; and wherever else insects may crawl when they emerge from nesting.

SCHEDULE:

Unless otherwise agreed to by the County, completing all pest control services Monday through Friday, excluding County holidays, during normal business hours of 8:00a.m. to 5:00p.m., EST on the days and times agreed upon by the County for each location in the IPMP. Any request(s) for schedule variations by either the County and/or Contractor shall be accepted and approved by both parties in writing prior to the commencement of any work.

Some work may need to be conducted during evenings, early morning, and/or weekend hours dependent on the building and the health risk associated with it and its occupants. There shall be no adjustment to the agreed upon contract price based on the hour of the day or the day of the week when the Scope of Services of this contract are performed.

In the event the Contractor cannot meet the established schedule (i.e., weather, lack of personnel, unforeseen emergencies, etc.), the Contractor shall notify the Facilities Manager or designee immediately, via phone call, text, or e-mail.

Contractor shall acknowledge a written request for services and confirm the schedule of work for presentation to the County within twenty-four (24) hours of the notification.

INITIAL BUILDING INSPECTIONS:

Vendor/Contractor shall complete a thorough, initial inspection of each building, or site, no later than ten (10) working days prior to the starting date of the agreement. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building spaces shall be coordinated with the Facilities Manager or designee.

ADDITIONAL WORK:

Additional work is defined as services outside of the scheduled treatments, that are not a result of incomplete or improper work by the Contractor. In the event that this type of work is identified, no work shall begin until the Facilities Manager or designee inspects the damages and/or authorizes work to be performed. If work is not pre-approved by the County, the County shall not be responsible for the payment of unauthorized services.

Additional work shall be paid as follows:

- The cost of supplies percent (%) mark-up.
- Regular or Overtime Labor Rates, dependent on when service is provided.

The Contractor shall assume the responsibility to provide the burden of proof that the cause of the issue is not covered by the specifications of this contract or IPMP and therefore billable at the previous agreed terms.

The Contractor shall provide a cost estimate that shall be approved prior to any work being performed at no additional cost to the County.

The Facilities Manager or designee reserves the right to solicit competitive quotes/bids from third parties for additional work as defined in this section.

EMERGENCY SERVICES:

Emergency pest control services shall mean any services provided under the Scope of Services of the contract at times other than, and in addition to, regularly scheduled service. This shall be in the sole determination of the County, and may affect health or safety of the public, County employees in any County facility, or that disrupts normal operation of that facility, or any portion thereof.

Vendor/Contractor shall provide the County with evening, weekend, and holiday service, as necessary, to cope with any emergency situation which threatens public health and safety, as determined by the County.

Vendor/Contractor shall provide first-priority services to the County in the event of a hurricane, flood, or other natural disaster, as defined by the County.

INTEGRATED PEST MANAGEMENT PROGRAM (IPMP):

Integrated Pest Management is defined as a pest control program based on prevention, monitoring, and control which offers the opportunity to drastically reduce the use of pesticides while minimizing risks to people and the environment. With prevention as the guiding principle, integrated pest management strategies utilize a variety of natural control methods and techniques, including cultural, biological, and structural strategies to control a variety of pest problems. Under IPMP, chemicals should be used as a last resort only if no other option is effective, but when used, the least-toxic materials should be chosen, and applied to minimize exposure to humans and all non- target organisms.

Control strategies in an IPMP include:

- Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
- Natural control (non-pesticide) technologies such as trapping and monitoring devices.
- Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
- Coordination among all facilities management programs that have a bearing on the pest control effort.

Vendor/Contractor shall submit to the County an IPMP at least five (5) working days prior to the starting date of the agreement. Upon receipt of the IPMP, the County will render a decision regarding its acceptability within two (2) working days. If aspects of the IPMP are incomplete or disapproved, the Contractor shall have two (2) working days to submit revisions.

The Integrated Pest Management Program shall consist of five (5) parts as follows:

- Proposed Materials and Equipment for Service:
The Contractor shall provide current labels and Safety Data Sheets (SDS) for all pesticides to be used, brand names of pesticides to be used, brand names of pesticide application equipment, and any other pest control devices or equipment that may be used in the performance of this agreement.
- Proposed Methods for Monitoring and Detections:
The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest control population levels throughout the term of the agreement.
- Service Schedule for Each Building or Site:
The Contractor shall provide complete service schedules that include frequency of Contractor visits, specific day(s) of the month of Contractor visits, and approximate duration for each building or site visit.
- Description of any Structural or Operational Changes that would facilitate the Pest Prevention and Pest Control effort:

The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

- Documentation and Reporting:

The County requires electronic field ticketing and/or electronic signatures upon completion of a site visit. The County prefers an electronic reporting system that is searchable and organized to provide at a minimum; location, dates of services, services performed, service charge, and a digital copy of County representative or designee signature. Electronic records are also preferred for keeping track of which pests were treated, what pesticides, rodenticides or other treatments were used at each location and any potential risks identified along with a recommended course of action during each visit.

Vendor/Contractors that do not have electronic reporting will be required to submit their reporting capabilities in order to be considered for award.

Vendor/Contractor shall be responsible for carrying out work according to the approved IPMP. The Contractor shall receive the concurrence of the Facilities Manager or designee prior to implementing any subsequent changes to the approved IPMP, including additional or replacement pesticides and on-site service personnel.

Rodent Control:

All rodent services will be on a as needed basis and shall include at minimum:

- Trapping and removal of rodents
- Sealing/patching/exclusion services, if needed
- Warranty and optional extended warranty

Indoor/Outdoor Trapping:

As a general rule, rodent control inside or outside of buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas and will not be affected by routine cleaning and other operations. Trapping devices shall be initially checked within 24 hours after placement, and afterward, on a schedule approved by the Building Maintenance Supervisor or designee. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

Use of Rodenticides:

In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the Building Maintenance Supervisor or designee prior to making any interior rodenticide treatments. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in Environment Protection Agency (EPA)- approved tamper-resistant bait boxes. As a rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

Use of Bait Boxes:

All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following:

- All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

- The lids of all bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
- The lids of all bait boxes shall be securely locked or fastened shut.
- Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

Termite Control:

Each termite control service will be handled on an as-needed basis as directed by the County Facilities Manager or designee. Pests include all types of termites. These services are not included in the costs for scheduled monthly services.

Contractor shall:

- Provide recommendations to the County Facilities Manager or designee regarding the types of termite control best suited for each specific instance.
- Treat all termite instances with the products and in the manner approved by the County.
- Provide a good faith estimate on a square foot or cubic foot basis, to the County's Facilities Manager or designee prior to commencing treatment.
- If initial service is not adequate for the elimination of the termites, perform additional treatments at no additional charge to the County until the problem is eliminated. NOTE: The County will only pay for the initial treatment for a specific termite problem in a specific area within a one-year period.
- Contractor must include any follow-up treatments in its cost when initial treatments and follow-up treatments are required.
- Unless otherwise instructed by the County, Vendor/Contractor shall provide tenting only during weekends and holidays.
- Perform drywood termite extermination by using the fumigation tenting method when less invasive measures have been deemed by the County as non-affective.
- Contractor shall monitor all tenting during the fumigation process.
- Contractor shall provide at least \$1,000,000 termite damage repair warranty on all buildings tented or otherwise treated for termites.
- Contractor shall photograph any preexisting damage from termites prior to tenting.
- Contractor shall provide a warranty against termite infestations for at least one (1) full year after the initial treatment.
- Contractor shall offer an extended warranty once initial warranty expires.
- Upon request by the County, Contractor shall provide an evaluation of a particular site for termite activity, species identification, and/or determine proper method of treatment at no additional cost to the County.

TECHNICAL REQUIREMENTS:

At minimum, Contractor shall:

Ensure compliance with any National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), requirements as well as all other applicable federal, state and local laws and regulations.

Be responsible for application of pesticides according to the label. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations. The Contractor shall not store any pesticide product or equipment in the buildings specified in this contract.

Be responsible for proper, legal disposal of materials at an off-site, approved disposal site. Contractor shall not dispose of any chemicals, cleaners, dead or dying pests, petroleum products, nor their packages, on County property, nor into the drains, storm drains, sewer systems, or into the refuse containers.

Maintain records of pesticides, rodenticides or other treatments that were used within each building. Records shall include the span of time each different type of pesticide or rodenticide was used, the areas to which it was applied and the reasons for changes from one type to another. Records shall also indicate if any non-chemical methods were implemented. Maintain records of pests treated. Records shall include dates of monitoring or scouting. Contractor shall identify the specific types of pests for treatment (e.g., roach or ant is insufficient; records must identify what type of roach or ant will directly affect treatment method). Treatment method for each pest shall be identified (e.g., gel bait, crack/crevice treatment, pesticide/rodenticide, or non-chemical methods were considered and implemented). Records shall also include any recommendations for preventing future pests. All records shall be furnished to the City upon request.

Notify the County of any termite or rodent activity discovered during services and shall be included on all reporting.

Provide SDS to each location for all toxic substances in accordance with Florida Statutes Chapter 442, The Right to Know Law, which mandates on-site SDS for all toxic substances appearing in the workplace.

8. PRICING PROPOSAL

ITB NO.26-T01231. - Pest Control 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.

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

GENERAL PEST CONTROL SERVICES

Vendor shall submit pricing per SF of the estimated quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work.

This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
	FACILITIES					
1	ANIMAL SERVICES 16110 Aviation Loop, Brooksville, FL 34604	14,995	SF	\$.004	\$59.98	\$719.76
2	BROOKSVILLE HEALTH DEPT 300 S. Main Street Brookville, FL 34601	115,637	SF	\$.001	\$120.2625	\$1,443.1498
3	CARE ATC / CIGNIA 20186 Cortez Blvd. Brooksville, FL 34601	4,630	SF	\$.003	\$13.89	\$166.68
4	CHINSEGUT HILL 22495 Chinsegut Hill Rd. Brooksville, FL 34604	21,746	SF	\$.003	\$65.238	\$782.856
5	COUNTY ADMINISTRATION 15470 Flight Path Dr. Brooksville, FL 34604	14,860	SF	\$.004	\$59.44	\$713.28
6	EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602	803	SF	\$.004	\$3.212	\$38.544
7	EMERGENCY OPER CENTER 18900 Cortez Blvd. Brooksville, FL 34601	19,000	SF	\$.004	\$76.00	\$912.00

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
8	EXTENSION OFFICE 16110 Aviation Loop Brooksville, FL 34604	5,143	SF	\$.003	\$15.429	\$185.148
9	GOVT CENTER / COURT HOUSE 20 N. Main St. Brooksville, FL 34601	174,888	SF	\$.001	\$174.888	\$2,098.656
10	JAIL 16425 Spring Hill Dr. Brooksville, FL 34604	15,450	SF	\$.003	\$46.35	\$556.20
11	LITTLE RED SCHOOL HOUSE 1208 Kenlake Ave. Spring Hill, FL 34606	2,709	SF	\$.004	\$10.836	\$130.032
12	LYKES LIBRARY 238 Howell Ave. Brooksville, FL 34601	9,091	SF	\$.003	\$27.273	\$327.276
13	RECORD STORAGE 234 E. Jefferson St. Brooksville, FL 34601	15,063	SF	\$.003	\$45.189	\$542.268
14	SHERIFF'S BUILDING 18900 Cortex Blvd. Brooksville, FL 34601	38,704	SF	\$.002	\$77.408	\$928.896
15	SHERIFF'S COMM CENTER 601 M.L.K. Blvd. Brooksville, FL 34601	1,600	SF	\$.004	\$6.40	\$76.80
16	SPRING HILL LIBRARY 9220 Spring Hill Dr. Spring Hill, FL 34608	10,055	SF	\$.003	\$30.165	\$361.98
17	SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601	1,916	SF	\$.004	\$7.664	\$91.968
18	STATE ATTORNEY STORAGE 214 Ponce De Leon Blvd. Brooksville, FL. 34601	900	SF	\$.004	\$3.60	\$43.20
19	SUPERVISOR OF ELECTION LEASE 16264 Spring Hill Dr. Brooksville, FL 34604	6,500	SF	\$.003	\$19.50	\$234.00
20	SUPER OF ELEC WAREHOUSE 3461 Bob Hartung Ct. Spring Hill, FL 34606	5,065	SF	\$.003	\$15.195	\$182.34
21	WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd. Spring Hill, FL 34606	56,497	SF	\$.002	\$112.994	\$1,355.928

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
22	WEST SIDE LIBRARY 6335 Blackbird Ave. Brooksville, FL 34613	113,076	SF	\$.001	\$113.076	\$1,356.912
23	WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606	30,453	SF	\$.002	\$60.906	\$730.872
24	WEST SIDE TAX COLLECTOR 7701 Forest Oaks Blvd. Spring Hill, FL 34606	15,718	SF	\$.003	\$47.154	\$565.848
MISCELLANEOUS FACILITIES						
25	AIRPORT ADMINISTRATION 15800 Flight Path Dr. Brooksville, FL 34604	5,600	SF	\$.003	\$16.80	\$201.60
26	AIRPORT TOWER 2878 Control Tower Dr. Brooksville, FL 34604	3,456	SF	\$.004	\$13.824	\$165.888
27	DEVELOPMENT DEPARTMENT 789 Providence Blvd. Brooksville, FL 34601	23,623	SF	\$.003	\$70.869	\$850.428
28	DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601	34,136	SF	\$.002	\$68.272	\$819.264
29	DPW WAREHOUSE 1525 E. Jefferson St. Brooksville, FL 34601	5,000	SF	\$.003	\$15.00	\$180.00
30	ERNIE WEAVER TOWER SITE 19300 Youth Dr. Brooksville, FL 34601	332	SF	\$.004	\$1.328	\$15.936
31	FLORIDA POWER TOWER SITE 11010 Cortez Blvd. Brooksville, FL 34608	299	SF	\$.004	\$1.196	\$14.352
32	RIDGE MANOR TOWER SITE 7052 Treiman Rd. Webster, FL 33597	242	SF	\$.004	\$.968	\$11.616
33	SURPLUS FACILITY 1545 E. Jefferson St. Brooksville, FL 34601	1,650	SF	\$.004	\$6.60	\$79.20
34	TRANSIT OPS (THE BUS) 700 Aeriform Dr. Brooksville, FL 34601	1,440	SF	\$.004	\$5.76	\$69.12
35	UTILITIES ADMINISTRATION 15365 Cortez Blvd. Brooksville, FL 34613	29,318	SF	\$.002	\$58.636	\$703.632

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
36	UTILITIES WAREHOUSE 15400 Wiscon Rd. Brooksville, FL	14,000	SF	\$.003	\$42.00	\$504.00
37	UTILITIES-LANDFILL 14450 Landfill Rd. Brooksville, FL	5,528	SF	\$.003	\$16.584	\$199.008
38	UTILITIES EAST TRANSFER STATION 33070 Cortez Blvd. Brooksville, FL	300	SF	\$.004	\$1.20	\$14.40
39	UTILITIES WEST TRANSFER STATION 2525 Osowaw Blvd. Brooksville, FL	480	SF	\$.004	\$1.92	\$23.04
PARKS FACILITIES						
40	ANDERSON SNOW PARK 1360 Anderson Snow Blvd. Spring Hill, FL 34609	2,029	SF	\$.004	\$8.116	\$97.392
41	CYPRESS LAKE HOUSE 32375 Cortez Blvd. Ridge Manor, FL	2,258	SF	\$.004	\$9.032	\$108.384
42	DELTA WOODS PARK 3400 Deltona Blvd. Spring Hill, FL 34606	692	SF	\$.004	\$2.768	\$33.216
43	ERNIE WEAVER CONCESSION (2) 19473 Youth Dr. Brooksville, FL 34601	1,013	SF	\$.004	\$4.052	\$48.624
44	KENNEDY PARK 899 Kennedy Blvd. Brooksville, FL 34601	3,117	SF	\$.004	\$12.468	\$149.616
45	SPRING HILL LAKE HOUSE 1206 Kenlake Ave. Spring Hill, FL 34606	4,036	SF	\$.004	\$16.144	\$193.728
46	PARKS MAINTENANCE 16161 Flight Path Dr. Brooksville, FL 34604	7,500	SF	\$.003	\$22.50	\$270.00
47	PIONEER PARK CONCESSION 6799 Pinehurst Dr. Spring Hill, FL 34606	272	SF	\$.004	\$1.088	\$13.056
48	RIDGE MANOR CONCESSION 34030 Ridge Manor Blvd. Ridge Manor, FL 33523	969	SF	\$.004	\$3.876	\$46.512

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
49	VETERANS PK CONCESSION 12254 Spring Hill Dr. Spring Hill, FL 34609	1,139	SF	\$.004	\$4.556	\$54.672
50	WATERWAYS MAINTENANCE TEMP 4170 Pine Dale Ct. Hernando Beach, FL 34609	400	SF	\$.004	\$1.60	\$19.20
FIRE RESCUE FACILITIES						
51	FIRE STATION 1 1479 Parker Ave. Spring Hill, FL 34606	5,260	SF	\$.004	\$21.04	\$252.48
52	FIRE STATION 2 & Training Building 3445 Bob Hartung Ct. Spring Hill, FL 34606	10,197	SF	\$.003	\$30.591	\$367.092
53	FIRE STATION 3 13240 Spring Hill Dr. Spring Hill, FL 34609	7,510	SF	\$.003	\$22.53	\$270.36
54	FIRE STATION 4 5083 Mariner Blvd Spring Hill, FL 34608	5,694	SF	\$.003	\$17.082	\$204.984
55	FIRE STATION 5 9490 Eldridge Rd Spring Hill, FL 34608	12,758	SF	\$.003	\$38.274	\$459.288
56	FIRE STATION 6 3451 Shoal Line Blvd. Spring Hill, FL 34607	7,792	SF	\$.003	\$23.376	\$280.512
57	FIRE STATION 7 26671 Mondon Hill Brooksville, FL 34601	6,114	SF	\$.003	\$18.342	\$220.104
58	FIRE STATION 8 32409 Cortez Blvd. Ridge Manor, FL 33523	4,980	SF	\$.003	\$14.94	\$179.28
59	FIRE STATION 9 24064 Lake Lindsey Brooksville, FL 34601	3,456	SF	\$.004	\$13.824	\$165.888
60	FIRE STATION 10 85 Veterans Ave. Brooksville, FL 34601	12,662	SF	\$.003	\$37.986	\$455.832
61	FIRE STATION 11 6388 Barclay Spring Hill, FL 34613	5,956	SF	\$.003	\$17.868	\$214.416

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
62	FIRE STATION 12 6335 Ovenbird Spring Hill, FL 34613	4,890	SF	\$.003	\$14.67	\$176.04
63	FIRE STATION 13 15370 Centralia Brooksville, FL 341614	4,926	SF	\$.003	\$14.778	\$177.336
64	FIRE STATION 14 3001 Broad St. Brooksville, FL 34604	6,003	SF	\$.003	\$18.009	\$216.108
65	FIRELOGISTICS 7300 Winter St. Brooksville, FL 34613	24,049	SF	\$.003	\$72.147	\$865.764
66	TRAINING/FIRE PREVENTION 60 Veterans Ave. Brooksville, FL 34601	8,997	SF	\$.003	\$26.991	\$323.892
TOTAL					\$2,021.6545	\$24,259.8538

TERMITE INSPECTION AND TREATMENT

Vendor shall submit pricing per SF of the estimated quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work.

This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Annual Inspection and Treatment
FACILITIES					
67	BROOKSVILLE HEALTH DEPT 300 S. Main Street Brookville, FL 34601	115,637	SF	\$.004	\$462.548
68	CHINSEGUT HILL 22495 Chinsegut Hill Rd. Brooksville, FL 34604	21,746	SF	\$.006	\$130.476
69	EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602	803	SF	\$.008	\$6.424

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Annual Inspection and Treatment
70	EMERGENCY OPER CENTER 18900 Cortez Blvd. Brooksville, FL 34601	19,000	SF	\$.006	\$114.00
71	GOVT CENTER / COURT HOUSE 20 N. Main St. Brooksville, FL 34601	174,888	SF	\$.004	\$699.552
72	LYKES LIBRARY 238 Howell Ave. Brooksville, FL 34601	9,091	SF	\$.006	\$54.546
73	SHERIFF'S BUILDING 18900 Cortez Blvd. Brooksville, FL 34601	38,704	SF	\$.005	\$193.52
74	SPRING HILL LIBRARY 9220 Spring Hill Dr. Spring Hill, FL 34608	10,055	SF	\$.006	\$60.33
75	SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601	1,916	SF	\$.007	\$13.412
76	WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd. Spring Hill, FL 34606	56,497	SF	\$.005	\$282.485
77	WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606	30,453	SF	\$.005	\$152.265
78	DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601	34,136	SF	\$.005	\$170.68
TOTAL					\$2,340.238

ADDITIONAL SERVICES

Vendor shall submit pricing for the quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work. This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	N/A	Quantity	Unit of Measure	Unit Cost	Markup (%)	Total
81	Labor rate for work performed during normal business hours (8:00am-5:00pm)	1	HR	\$65.00	0.0%	\$65.00
82	Labor rate for work performed outside normal business hours (excluding previously agreed upon work to be scheduled after hours/weekends/holidays)	1	HR	\$95.00	0.0%	\$95.00
83	Call out rate, if applicable (including any minimum requirements)	1	HR	\$125.00	0.0%	\$125.00
84	Monthly service cost for rodent box	1	MO	\$3.00	0.0%	\$3.00
85	Cost of rodent box (including material and installation)	1	EA	\$25.00	0.0%	\$25.00
86	Unscheduled pest control services (square foot)	1	SF	\$0.004	0.0%	\$0.004
87	Tenting/Fumigation as needed (square foot)	1	SF	\$1.80	0.0%	\$1.80
88	Out of scope supplies percentage mark-up	1	% Markup	\$0.00	15.0%	\$0.00

TOTAL

\$314.804

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Mark Ringlstetter, VP of Technical Services

[Print individual's name and title]

for Truly Nolen of America, Inc.

[Print name of Company/Individual submitting sworn statement]

Whose business address is 4842 N Florida Ave, Tampa, FL 33603

(If applicable) its Federal Employer Identification Number (FEIN) is 86-0169166

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

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote? X YES NO

B. Proof of real property tax submitted with affidavit: YES NO

C. Copy of Florida Division of Corporations Annual Report submitted with affidavit: YES NO

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature]

[Date]

State of Arizona

County of Pima

The foregoing instrument was acknowledged before me this 25th day of March, 2026

by Mark Ringlstetter

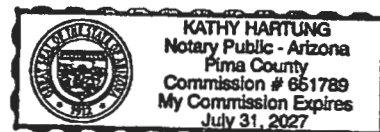
who is personally known to me

or who has produced as identification

and who did take an oath.

Notary Public: Kathy Hartung

My Commission Expires: 07-31-2027



CORPORATE AFFIDAVIT

(To be filled in and executed if the Vendor/Contractor is a Corporation)

Arizona
STATE OF ~~FLORIDA~~
COUNTY OF ~~HERNANDO~~ Pima

Mark Ringlstetter being duly sworn, deposes and says that he is secretary of
Truly Nolen of America, Inc., a corporation organized and existing under and by
virtues of the laws of the State of Florida, and having its principal office at:
434 S Williams Blvd, Tucson, AZ 85711 (Address)

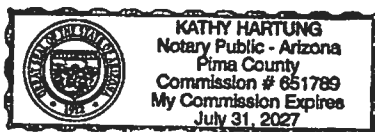
Affiant further says that he is familiar with the records, minute books and bylaws of
Truly Nolen of America, Inc. (Name of Corporation) of the
corporation, is duly authorized to sign as VP of Technical Services (Title)
the Bid for Truly Nolen of America, Inc. for said corporation by virtues of:
(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).

[Signature]
Affiant

Sworn to before me this 21st day of April, 2026.

[Signature]
Notary Public

This document should be completed and returned with your submittal.



Nova Southeastern University
3300 S University Drive
Fort Lauderdale, Florida 33328



REFERENCE CHECK FORM
(Please print or type)

Proposer Instructions: Fill out top portion of the form and provide it to the referring firm

ITN Number: 1720198344	
Title P M	NSU-ITN - Interior Pest Control
Proposer / Respondent Firm	
Reference Firm	
Email: RValle@cwresources.org	Phone # 850-461-4842
Contact Person: Richard Valle	

Reference Instructions: The Proposer above has given your name to NSU as a reference. Please complete all the information below, sign physically or electronically, and return the form to the requesting party.

- Please describe the scope of work awarded under the contract your entity has with the above referenced firm. What type of service did the contractor perform? **Pest control: lawn care**
- What category of services does your agency or entity provide? Is the organization public or private? **Contract service Private**
- Did the firm successfully complete the scope of services on time and within the specifications of the project(s)? **Yes**
- What problems or challenges if any did you encounter during this project and or contract? **none**
- How would you rank the overall level of satisfaction with the Contractor on a scale of (1) being low to (10) being high, for the following categories?

CATEGORY	RANK (1-10)	CATEGORY	RANK (1-10)
Professionalism	10	Final Project	5
Qualifications	9	Cooperation	10
Project Budget Control	9	Reliability	10

6. If given an opportunity, would you extend your current contract or offer a new contract to this Contractor?

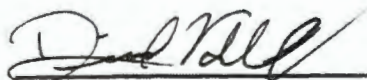
☒ Yes	☐ No	☐ Maybe
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7. Please provide any additional comments.

Thank you.

Note: All references must be submitted "complete" and included in the ITN Proposal reply submitted by the specified proposal deadline.

Note: NSU "may not" be used as a reference if the firm is currently doing business with NSU.


Referring Contact Signature

Nova Southeastern University
3300 S. University Drive
Fort Lauderdale, Florida 33328

NSU
Florida

NOVA SOUTHEASTERN
UNIVERSITY

REFERENCE CHECK FORM

(Please print or type)

Proposer Instructions: Fill out top portion of the form and provide it to the referring firm.

ITN Number: 1720198344	
Title:	NSU-ITN - Interior Pest Control
Proposer / Respondent Firm:	
Reference Firm:	
Email:	Telephone#:
Contact Person:	

Reference Instructions: The Proposer above has given your name to NSU as a reference. Please complete all the information below, sign physically or electronically, and return the form to the requesting party.

- Please describe the scope of work awarded under the contract your entity has with the above referenced firm. What type of service did the contractor perform? *Monthly Pest Control*
- What category of services does your agency or entity provide? Is the organization public or private? *Private*
- Did the firm successfully complete the scope of services on time and within the specifications of the project(s)?
- What problems or challenges if any did you encounter during this project and or contract? *Yes*
- How would you rank the overall level of satisfaction with the Contractor on a scale of (1) being low to (10) being high, for the following categories? *No*

CATEGORY	RANK (1-10)	CATEGORY	RANK (1-10)
Professionalism	10	Final Project	10
Qualifications	10	Cooperation	10
Project Budget Control	10	Reliability	10

6. If given an opportunity, would you extend your current contract or offer a new contract to this Contractor?

Yes	☒	No	☐	Maybe	☐
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7. Please provide any additional comments.

No

Thank you.

Note: All references must be submitted "complete" and included in the ITN Proposal reply submitted by the specified proposal deadline.

Note: NSU "may not" be used as a reference if the firm is currently doing business with NSU.


Referring Contact Signature

11/5/25

Nova Southeastern University
3300 S. University Drive
Fort Lauderdale, Florida 33328



REFERENCE CHECK FORM

(Please print or type)

Proposer Instructions: Fill out top portion of the form and provide it to the referring firm.

ITN Number: 1720198344	
Title:	NSU-ITN - Interior Pest Control
Proposer / Respondent Firm:	Truly Nolen
Reference Firm:	City of North Lauderdale
Email: mjacques@nlauderdale.org	Telephone#: (954) 722-0900 x4810
Contact Person:	Myriam Jacques

Reference Instructions: The Proposer above has given your name to NSU as a reference. Please complete all the information below, sign physically or electronically, and return the form to the requesting party.

1. Please describe the scope of work awarded under the contract your entity has with the above referenced firm. What type of service did the contractor perform? General pest control service for ants, spiders, roaches, silverfish once per month with call backs as needed
2. What category of services does your agency or entity provide? Is the organization public or private? This is a municipality within Broward County
3. Did the firm successfully complete the scope of services on time and within the specifications of the project(s)? Yes. Truly Nolen treats at least once per month 19 city-owned buildings. None.
4. What problems or challenges if any did you encounter during this project and or contract? City sometime requires change in schedule, which Truly Nolen agrees to do
5. How would you rank the overall level of satisfaction with the Contractor on a scale of (1) being low to (10) being high, for the following categories?

CATEGORY	RANK (1-10)	CATEGORY	RANK (1-10)
Professionalism	10	Final Project	10
Qualifications	10	Cooperation	10
Project Budget Control	10	Reliability	10

6. If given an opportunity, would you extend your current contract or offer a new contract to this Contractor?

Yes		No		Maybe	
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7. Please provide any additional comments.

Truly Nolen is very professional, responsive, with reasonable prices

Thank you.

Note: All references must be submitted "complete" and included in the ITN Proposal reply submitted by the specified proposal deadline.

Note: NSU "may not" be used as a reference if the firm is currently doing business with NSU.

Myriam Jacques

Referring Contact Signature

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date February 5, 2025	File No. JB925	Expires January 31, 2026
THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: January 31, 2026		
AT		
4842 N FLORIDA AVE TAMPA, FL 33603		
TRULY NOLEN 4842 N FLORIDA AVE TAMPA, FL 33603		Fumigation General Household Pest and Rodent Control Lawn and Ornamental Termite and Other WDO Control
 WILTON SIMPSON, COMMISSIONER		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT	
TRULY NOLEN 4842 N FLORIDA AVE PEST CONTROL COMPANY FIRM	
JB925	
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING January 31, 2026	
 WILTON SIMPSON COMMISSIONER	Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

March 25, 2026

(date)

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

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

Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? No ☒ Yes ☐

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

No ☒ Yes ☐

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

Bidder:

adam.daly@trulynolen.com

(Email address)

4842 N Florida Ave. Tampa, FL 33603

(Address)



(Signature required)

561-319-5059

(Phone)

Mark Ringlstetter

(Print name)

(Fax)

VP of Technical Service

(Print title)

86-0169166

(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			

Part B: Identify officers, partners, directors, proprietors, associates or members of the business entity that are relatives or members of the household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this procurement of contract.

Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement

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

This document should be completed and returned with your submittal.

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Mark Ringlstetter and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Truly Nolen of America, Inc., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla. Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Mark Ringlstetter, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Truly Nolen of America, Inc.

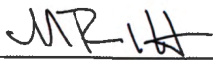
Name of Nongovernmental Entity

Mark Ringlstetter

Printed Name of Affiant

VP of Technical Services

Title of Affiant



Signature of Affiant

03/25/2026

Date



County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

ADDENDA REPORT
T No. 25-T001174/GB
Household Hazardous Waste Transportation & Disposal Services

RESPONSE DEADLINE: March 9, 2026 at 10:00 am

Friday, March 20, 2026

Addenda Issued:

Addendum #1

Feb 10, 2026 3:03 PM

Attachments:

· [Addendum 1 25-T001174 HH Hazardous Waste](#)

Addendum #2

Feb 24, 2026 12:38 PM

Addendum No. 2

Attachments:

· [Addendum 2 25-T001174 HH Hazardous Waste -fh](#)

Addendum #3

Feb 27, 2026 8:09 AM

Addendum #3

Attachments:

· [Addendum 3 25-T001174 HH Hazardous Waste -fh](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
MXI Environmental Services LLC	X	Mar 6, 2026 2:11 PM	Peggy Snead
Action Environmental LLC	X	Mar 6, 2026 11:10 AM	Richard Kaiser
Enviroserve	X	Feb 17, 2026 3:07 PM	Devin Walker
Republic Services	X	Mar 2, 2026 10:48 AM	Mathew Gibson

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
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ADDENDA REPORT

T No. 25-T001174/GB

Household Hazardous Waste Transportation & Disposal Services

MXI Environmental Services LLC	X	Mar 6, 2026 2:11 PM	Peggy Snead
Action Environmental LLC	X	Mar 6, 2026 11:10 AM	Richard Kaiser
Enviroserve	X	Feb 27, 2026 10:51 AM	Devin Walker
Republic Services	X	Mar 2, 2026 10:48 AM	Mathew Gibson

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
MXI Environmental Services LLC	X	Mar 6, 2026 2:11 PM	Peggy Snead
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