### BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA PROFESSIONAL SERVICES AGREEMENT NO. 25-RFPG00960/CT

THIS Agreement made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between <u>HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS</u>, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and <u>IPARAMETRICS</u>, <u>LLC</u> a corporation duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

## WITNESSETH:

**SECTION 1**. The County does hereby retain the Professional to furnish certain services in connection with:

## Program Manager for Disaster Recovery Program

**SECTION 2.** The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written Agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto, the Request for Proposals that resulted in this Agreement, and the Professional's response to the Request for Proposals.

Reference herein to County Administrator shall mean the Hernando County Administrator or its designee.

**SECTION 3.** The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator and or its designee and shall be completed within twelve (12) months from the date of issuance of the Purchase Order and /or Notice to Proceed. The Agreement may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties.

**SECTION 4.** The Professional agrees to provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to the Agreement may request and be granted a conference.

**SECTION 5**. In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, as if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension" an extension of the Contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event Contract time expires and the Professional has not requested, or if the County has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the County.

**SECTION 6.** The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals, and/or other Professionals, for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize other Specialists, Sub-Professionals, and/or Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals, and/or other Professionals unless approved in writing by the County. It is agreed that only Specialists, Sub-Professionals, and/or other Professional. It is also agreed that the County will not, except for services so designated herein, or as may be approved by the County, if applicable, permit or authorize the Professional to perform less than the total Contract work with other than its own organization.

**SECTION 7**. All final plans, documents, reports, studies, and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

a) After the County's acceptance of final plans and documents, a reproducible form of the Professional's drawings, tracings, plans, and maps will be provided to the County. Upon completion of construction by the Contractor, the Professional shall furnish acceptable field verified "record drawings" of full-size prints. The Professional shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the Professional. With the tracings and the record sets of prints, the Professional shall submit three (3) final sets of operation and maintenance manuals.

b) The Professional shall not be liable for use by the County of said plans, documents, studies, or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

**SECTION 8.** All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the County restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the County at any time during the period of this Agreement. The County will have the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written Agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061, Florida Statutes (Current Edition), shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers, and letters, or any other such materials which may be subject to the provisions of Chapter 119, Florida Statutes (Current Edition), made or received by the Professional in conjunction with this project. Failure by the Professional to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the County.

**SECTION 9.** The Professional shall comply with all federal, state, and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

**SECTION 10.** The County agrees to pay the Professional compensation as detailed in Exhibit B, attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum Contract. No additional fees or expenses will be paid by the County.

**SECTION 11.** The Professional is employed to render a professional service only and that payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the Professional may be requested to act as agent of County. The Professional's review or supervision of work prepared or performed by other individuals or firms employed by the County shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

**SECTION 12.** The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

- a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:
  - 1) immediately terminating the Agreement and paying the Professional for work reasonably satisfactorily performed hereunder through the date of termination;
  - 2) notify the Professional of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the Professional shall be paid for work satisfactorily completed to such specified date.
- b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

**SECTION 13.** Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the County and supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

**SECTION 14.** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**SECTION 15.** The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission, or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. Proof of insurance shall be provided to the County upon execution of this Agreement.

Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit C). Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.

**SECTION 16.** The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or

any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

a) For the breach of violation of Paragraph (16) the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 17.** Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases, or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright, or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph 8 hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

**SECTION 18.** Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes (Current Edition) as it relates to work performed under this Contract, which standards is hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**SECTION 19.** The County reserves the right to suspend, cancel, or terminate the Agreement in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the County in conformity with the provisions of Paragraph 8 hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 12 hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

**SECTION 20.** Professional shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Professional and other persons employed or utilized by Professional in the performance of the Contract.

**SECTION 21.** All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

**SECTION 22.** Hernando County reserves the privilege of auditing a vendor's record, by a representative of the COUNTY, as such records relate to equipment, goods or services and expenditure therefor, with respect to any express or implied agreement between Hernando County and said Professional. Such records include, but are not limited to: all books, records, and memoranda of every description pertaining to the work under Contract, this Agreement.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under Contract, this Agreement.

SECTION 23. Unless otherwise required by law, this AGREEMENT shall be governed by and construed in

accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

## SECTION 24. E-VERIFY.

Contractor/Consultant/Professional is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Contractor / Consultant / Professional represents and warrants (a) that the Contractor / Consultant / Professional 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 Contractor/Consultant/Professional employees are legally eligible to work in the United States, and (c) that the Contractor/Consultant/Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of Contractor/Consultant/Professional 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 Contractor/Consultant/Professional unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

Legitimate claims of the Contractor/Consultant/Professional use of unauthorized workers must be reported to both of the following agencies:

- (i) The County's Purchasing Contracts Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Contractor/Consultant/Professional employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor/Consultant/Professional 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 Contractor/Consultant/Professional 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.

Contractor/Consultant/Professional is encouraged (but not 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 to 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 Sub-Contractors' compliance with employment eligibility verification requirements. Encourage 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.

## SECTION 25. INTERPRETATION

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.

### **SECTION 26. TRAVEL**

Engineering firms (Professional) requesting travel and subsistence reimbursement shall comply with Section 112.061, Florida Statutes (Current Edition).

SECTION 27. Attachments: Exhibit "A" Scope of Services Exhibit "B" Compensation and Method of Payment Exhibit "C" Certificate of Insurance Exhibit "D" Notice to Proceed Exhibit "E" Request for Proposals (RFP #25-RFP00960/CT) Exhibit "F" Professional's Response to Request for Proposals (RFP #25-RFP00960/CT) Exhibit "G" Sensitive Information

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA

Attest:	Date:		Date:
Douglas A. Chorvat, Jr., Clerk of Circuit	Court	Brian Hawkins, Chairman	
Witness Laura Shimmons	_	ву:	Date: 3/10/2025
		Duinte de Nieure et leffrage Ote	

Printed Name: \_Jeffrey Stevens\_\_\_\_\_ Title: \_Executive VP and General Manager\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Melissa Tartaglia County Attorney's Office

Exhibit "A" Scope of Services

# **1. SCOPE AND SPECIFICATIONS**

# 1.1. Project Background Information and Performance Goals

## Project Background Information

Hernando County residents experienced adverse impacts and damage to their residential dwelling units by the 2024 hurricanes Helene (DR-4828-FL Incident date: September 23 – October 7, 2024, Declaration date: September 28, 2024) and Milton (DR-4834-FL Incident date: October 5 – November 2, 2024, Declaration date: October 11, 2024). Some residents experienced Substantial Damage, as defined by the Federal Emergency Management Agency. In response to these hurricanes, the County needs a Contractor to successfully establish, deploy, facilitate, and manage a Direct Housing Program consisting of Non-Congregate Shelters (NCSs) and to provide case management of disaster recovery projects and TTU delivery and set-up.

The County is in the process of establishing a Disaster Housing Working Group (DHWG). The focus of the DHWG will be to establish processes adequate to identify citizens with post disaster housing needs, ensure appropriate case management services are being afforded to citizens, and make recommendations to the Hernando Board of County Commissioners (BOCC). Unless otherwise specified by policy, standard, agreement, or ordinance/law, the DHWG will coordinate, oversee, and approve this multi-agency post-disaster housing plan and determine the specified period of performance of this plan. Additionally, the DHWG will validate and approve survivor grantee of county programs established under this plan. They shall hold regular meetings as deemed appropriate to accomplish the needs of the citizens, meet the desired outcomes of this plan, and coordinate the efforts of other state and federal agencies meeting the post-disaster housing needs within Hernando County.

## **Performance Goals**

Disaster Recovery Program Manager will coordinate with the County's Disaster Recovery Program Management including case management of post-disaster temporary housing solutions and delivery of donated travel trailer units.

Disaster Recovery Program Manager will:

- Utilize the county's Vision Link database of Hernando County hurricane survivors who need either short-term or long-term housing solutions as well as other unmet humanitarian needs.
- Identify survivors who may not be eligible for state or federal direct housing programs.
- Provide Disaster Recovery Program and Case Management.
- Provide technical guidance for programmatic implementation resulting in successful program and, at a minimum, placement of Hernando County residents in temporary shelters.
- Provide services in a professional manner at all times.
- Maintain a list of location specific details for TTUs.

# 1.2. Case Management

Case Manager or Case Management Team will provide the following services:

A. Eligibility determination and ongoing case management of households provided with these units.

- B. Disaster Case Management Services for Intake and Eligibility Verification utilizing the county's Vision Link database to track resource distribution and ongoing unmet needs comprehensively.
- C. Ongoing case management collaboration for unmet needs/rebuild efforts.
- D. Engage with survivors which may include canvassing County residents or working with those residents that have initiated self-reporting of substantial storm or flood damage.
- E. Input household information for each survivor. This will include, but not be limited to:
  - 1. Contact Information name, address, telephone number, e-mail address, and personal information necessary for eligibility determination.
  - 2. Ownership Status whether a renter or a homeowner and the status of such at the time of the disaster
  - 3. Floodplain Information determine if the residence is located in a FEMA designated floodplain
  - 4. Resident Insurance Information: pre-disaster insurance status: both Homeowners and Flood policies
  - Assistance Information: if the survivor has applied for FEMA assistance along with the current status of such request, if the survivor has registered for state non-congregant sheltering (NCS) programs facilitated by Hope Florida along with the status of such request, employment status, and income level/poverty status.
- F. Provide guidance to survivors which may include but is not limited to:
  - 1. Advising the survivor household that commercial insurance claims and proceeds are the mandatory first option to resolve their housing needs; determine the status of any residential property insurance claims, and encourage survivors to apply with FEMA and Hope Florida prior to any stipulated deadline date.
  - 2. In the absence of residential property insurance coverage, notifying survivors they must seek FEMA and state NCS (Hope Florida) housing assistance and denial prior to any facilitation by the County to potentially address the survivor-household housing needs.
  - 3. If a survivor household is denied by FEMA and Hope Florida, check their eligibility for County post-disaster housing programs and inform survivor that accepting County housing will forfeit FEMA or Hope Florida NCS options, but survivor is still eligible for other FEMA assistance.
- G. Direct survivors to any known nonprofit programs applicable to their specific case.
- H. Ensure there are NO duplication of benefits, including housing, from any source (insurance, FEMA, Hope FL, or non-profit).
- I. Ongoing Disaster Recovery Program Management after donated TTUs have been delivered.

# 1.3. TTU Coordination and Delivery

- A. Perform Site Feasibility Inspection and prepare summary report. Maintain Inspection Record.
- B. As needed, coordinate with utility providers as necessary and reasonable.

- C. As needed, coordinate receipt of appropriate permits on behalf of or with property owners for placement of TTU on private properties.
- D. Confirm Property Owner has obtained necessary administrative approvals or permits for the placement of TTUs.
- E. Relocate and deliver TTU in coordination with Hernando County Direct Housing Program (Program) for eligible survivors or eligible residents of Hernando County. Deployment or delivery of the TTUs to homeowner property. This includes towing TTU from Hernando County storage facility to each resident's property. Delivery can be performed using a "bumper pull" style hitch.
- F. Coordinate delivery schedule and on general matters with Hernando County Representative as needed or requested.
- G. Perform move in TTU hookup or connection to temporary utility connections in a professional and legal manner, including maintaining any required licenses or utilizing appropriately licensed subcontractors. This may include: potable water, sewer or septic connection, and electricity. Inspect or test connections to confirm functional operability.
- H. Routine delivery deploy or deliver TTU within five (5) days upon notification by Hernando County.
- I. Emergency delivery deploy or deliver TTU within two (2) days upon notification by Hernando County.
- J. The County estimates that a majority of TTU will require Routine Delivery. Of the 49 TTU, as of the release date of this Solicitation, Proposers should consider that 85% will be Routine Delivery and 15% will be Emergency Delivery.

# 1.4. Eligibility and Priority Consideration Recommendations

The County recommends the Program Manager adopt the following eligibility criteria and priority determination factors to evaluate individual households in need of temporary housing in a TTU for an extended period of time. Eligibility criteria should be gathered based on qualification and documentation of the verified loss as recorded in the county's Disaster Case Management database (Vision Link) <u>The County reserves the right to update delete, or alter requirements.</u>

<u>Survivor Documentation Requirements</u> • Identification (Driver's License, Passport, Military ID, State ID, etc.) • Valid FEMA Registration Number • Proof of Residency (Lot Lease, Home Title, Voter Registration Card, Utility Bill, etc.) • Proof of Ownership (Deed to Home, Property Tax Bill) • Insurance (Proof of Insurance or Certification of No Insurance) • And other documents, as required.

## Household Eligibility Requirements

- Valid government issued identification.
- Proof of US citizenship or status. (Be a United States citizen, non-citizen national, or qualified noncitizen.)
- Valid FEMA registration number.
- Verification of State NCS ineligibility.
- Proof of Hernando County residency and property ownership.

- Verification no other source of housing available until home reconstruction is complete (Insurance, FEMA, State NCS).
- Primary residence in Hernando County.
- Proof of income.
- The household must NOT have requested to withdraw its FEMA registration or refused state NCS program assistance and is not receiving housing assistance from any other program.
- Must demonstrate that insurance proceeds will NOT provide long-term housing.
- The Hernando County pre-disaster homesteaded/primary residence must be uninhabitable or alternately determined to be more than 50% substantially damaged due to impacts sustained from hurricane Helene or hurricane Milton.

## **Priority Designation of Eligible Applicants**

Hernando County will prioritize eligible households through the Disaster Case Management process.

- Households who can demonstrate that their combined income is at or below the poverty level.
- Dwelling is determined to have substantial damage or permanently uninhabitable.
- Property not located in a flood zone.
- Legally documented and recognized disability or other incapacitating medical conditions verified by a licensed medical professional.
- Elderly (65+).
- Military veteran.
- Home has verifiable significant health/safety risks.
- When applicable, households have been denied any insurance provided housing and all state and federal post-disaster housing programs, or when all other sources have been exhausted.

## 1.5. Communication and Reporting

- A. Coordinate with and provide supporting information to the following stakeholders:
  - 1. County's Disaster Housing Working Group (DHWG) or other similar group established by the County,
  - 2. County's public outreach staff,
  - 3. Health and Human Services Department staff,
  - 4. Hernando County Fire and Rescue staff,
  - 5. County's Legal team, and,
  - 6. Other County, Federal or State agency staff in support of the Program.
- B. Reporting may include but is not limited to:

- 1. TTU Location Data,
- 2. Placement Statistics; Referral Statistics
- 3. Maps (Basic mapping services as needed.),
- 4. Mapping of TTU (At a minimum: one (1) overview map of where each TTU is located within the County; individual property maps showing TTU placement on property, utilities access, original structure on property, and flood zone(s) identification, if any; and a map or schematic or other visual representation will be acceptable as part of the Site Feasibility Inspection summary report.),
- 5. Inventory,
- 6. Program costs, and
- 7. Program schedule and status updates.
- C. Create informative materials for residents, such as but not limited to: Permit Package, FAQ's, Financial Assistance, and Utility and Set-Up, in order to facilitate understanding and effectiveness of services.

## 1.6. Anticipated Resident or Survivor Responsibilities

The following are anticipated as of the date of release of the solicitation and subject to change at any time. Refer Draft Donation Agreement in Attachments section.

- A. Coordinate with local building and zoning departments to obtain administrative approvals or permits for the placement of TTU.
- B. Coordinate with individual utility providers which may include creating temporary utility accounts and provide temporary utilities for TTU.
- C. Enter into Donation Agreement or other similar agreement with the County which would transfer ownership of the TTU to the survivor or resident.
- D. Where needed, coordinate with Program Manager.

# 1.7. Position Descriptions and Requirements

The following generally describe responsibilities associated with each position title as stated in the Pricing Proposal of this Solicitation.

- A. Program Manager
  - 1. This individual will serve as the primary point of contact for the program.
  - 2. Responsible for overall program management, oversight and ensuring contractual requirements are met.
  - 3. Oversee all aspects of projects within the program from planning and initiation to execution and closure. Ensures projects are completed on time, within budget, and to acceptable quality standards.
  - 4. Develop and submit monthly or quarterly progress reports to the County and respond quickly to requests for information or status updates. Track expenses and maintain appropriate documentation.

- Although not an express requirement for the submission of a proposal, the County expects that, at the time of contract performance, the Vendor will fill this position with an individual who has a minimum of two (2) years' experience working directly with FEMA's Individuals and Households Program (IHP), at least one (1) of which is in a management role and working under the guidelines of the Federal Emergency Management Agency in a response capacity.
- B. Disaster Case Manager
  - 1. Coordinate with County, State, Federal, and other agencies as well as residents to provide case management services.
  - 2. May perform moderate to complex financial or accounting tasks.
- C. Case Work Specialist
  - 1. Perform duties as assigned by Program Manager or Disaster Case Manager in support of performance goals and services required under this Solicitation and the awarded Contract.
  - 2. Work with agencies and the general public.
- D. Additional Services entry level, intermediate, and senior level.
  - 1. May provide additional services relative to the Disaster Recovery Program.
- E. The Vendor/Contractor shall have conducted a criminal back ground and driver's license check upon the hire for any person utilized in fulfilling the Awarded Contract.
- F. Onsite have at least one (1) representative onsite a minimum of three (3) workdays per week to coordinate with the County and collaborate with COAD, the Hernando County Community Organizations Active in Disaster, in an effort to identify resources to supplement federal and state programs and source local resources on a case-by-case basis. COAD is comprised of up to forty social service agencies.

# 1.8. Mobilization and Demobilization

Mobilization may include:

- Establishing clear communication channels with the client to ensure expectations are aligned and any concerns are addressed promptly.
- Initiate needs assessment meeting.
- Develop detailed project plan to include but not be limited to: timelines, deliverables, milestones, and necessary actions to execute the project effectively.
- Set-up Technology (interface with Vision Link or other system).
- Other mobilization tasks.

Demobilization tasks may include:

• Knowledge transfer - properly documenting knowledge gained during the project and transferring it to the County's team to ensure smooth continuation of operations.

- Return any County-owned equipment, software licenses or materials.
- Other demobilization tasks.

# 1.9. Additional Services

The County reserve the right to utilize the awarded Vendor/Contractor for other tasks or services not specifically delineated in the scope but under the umbrella of a Disaster Recovery Program Manager.

## Exhibit "B" Compensation and Method of Payment

### 1. Payment

Professional shall submit an invoice for payment to the County on a monthly basis for those specific services as described in Exhibit "A" Scope of Services and the corresponding fees as described in this Exhibit B that were provided during that invoicing period. County will pay Professional based on an approved detailed invoice that includes the project costs. Approved hourly service rates are part of the project costs.

### 2. Compensation

The Compensation rates are as follows:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TTU Delivery					
1	Routine Delivery	1	Per Mile	\$4.00	\$4.00
2	Emergency Delivery	1	Per Mile	\$6.50	\$6.50
TTU Install					
3	Feasibility Site Inspection and Report	1	Each	\$90.00	\$90.00
	Travel Trailer Installation (Includes: Perform move in TTU hookup or connection to				
4	temporary utility connections and all labor.)	49	Each	\$1,375.00	\$67 <i>,</i> 375.00
5	Steps or Stairs for TTU (if needed)	1	Each	\$250.00	\$250.00
6	Power Pole (if needed)	1	Each	\$1,800.00	\$1,800.00
7	Power Pedestal (if needed)	1	Each	\$383.96	\$383.96
	Travel Trailer UFAS Ramp (up to 30') (if				
8	needed)		Each	\$7,410.00	\$7,410.00
9	Additional footage for Ramp (if needed)	1	Foot	\$247.00	\$247.00
Program Mana	agement				
10	Mobilization	1	Lump Sum	\$0.00	\$0.00
11	Demobilization	1	Lump Sum	\$0.00	\$0.00
Positions					
12	Program Manager	2080	Hours	\$134.24	\$279,219.20
13	Disaster Case Manager	2080	Hours	\$107.39	\$223,371.20
14	14 Case Work Specialist		Hours	\$104.78	\$217,942.40
Additional Ser	vices				
15	15 Entry Level Personnel		Hour	\$107.39	\$107.39
16	Intermediate Level Personnel		Hour	\$134.24	\$134.24
17	Senior Level Personnel	1	Hour	\$155.00	\$155.00
	Total				\$798,495.89

Exhibit "C" Certificate of Insurance

Exhibit "D" Notice to Proceed

Exhibit "E" Request for Proposals (RFP #25-RFP00960/CT)

Exhibit "F" Professional's Response to Request for Proposals (RFP #25-RFP00960/CT)

# Anti-Human Trafficking Affidavit

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

- 1. My name is <u>Jeffrey Stevens</u> 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 <u>iParametrics, LLC</u>, a nongovernmental 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.

FURTHER AFFIANT SAYETH NAUGHT.

iParametrics, LLC

Name of Nongovernmental Entity

Jeffrey Stevens

Printed Name of Affiant

Executive Vice President/General Manager

Title of Affiant

Signature of Affiant

2/14/2025

Date

### **CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,00 0 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION iParametrics, LLC	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: Mr. * First Name: Jeffrey * Last Name: Stevens	Middle Name:
* Title: Executive Vice President/General Manager	
* SIGNATURE:	* DATE: 2/14/2025

# BUILD AMERICA BUY AMERICA (BABBA) Self-Certification Materials

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the \_\_\_\_\_ (Program Manager for Disaster Recovery, Hernando County, Florida) \_\_\_\_\_ that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

- 1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2.

All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3.

All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], <u>iParametrics, LLC</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

Signature of [Contractor's or Subcontractor's] Authorized Official

Jeffrey Stevens, Executive Vice President/General Manager Name and Title of [Contractor's or Subcontractor's] Authorized Official

2/14/2025

Date

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB 0348-0046

1. * Type of Federal Action:	2. * Status of Federal Action:	3. * Report Type:		
a. contract	a. bid/offer/application	X a. initial filing		
b. grant	b. initial award	b. material change		
c. cooperative agreement	c. post-award			
d. loan				
e. loan guarantee f. loan insurance				
4. Name and Address of Reporting	Entity:			
Prime SubAwardee				
* Name iParametrics, LLC				
* Street 1 6515 Shiloh Road, Suite 200	Street 2			
* City Alphareta	State GA	Zip 30005		
Congressional District, if known: 7th				
5. If Reporting Entity in No.4 is Subaw	vardee, Enter Name and Address of F	rime:		
6. * Federal Department/Agency:		ogram Name/Description:		
FEMA	Public Assist			
	CFDA Number, <i>if appli</i>			
8. Federal Action Number, if known:   9. Award Amount, if known:				
	\$			
10. a. Name and Address of Lobbying	Registrant:			
	Middle Name			
* Last Name	Suffix			
* Street 1	Street 2			
* City	State	Zip		
b. Individual Performing Services (inclu				
Prefix * First Name	Middle Name			
* Last Name	Suffix			
* Street 1	Street 2			
* City	State	Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				
* Signature:				
*Name: Prefix * First Name	Jeffrey Middle	Name		
* Last Name		uffix		
Title: Executive Vice Precident				
Title: Executive Vice President	Telephone No.: 770-664-6636			
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS (Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared

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elidiple	or voluntarily	y excluded from	participation	in this i	ransaction	nv an	v tedera	ii debai	tment o	r adency	

Name of g	ansultant/Contractor:iParametrics, LLC
By:	Jeffrey Stevens
Date:	3/12/2025
Title: E	Executive Vice President/General Manager

### Instructions for Certification

Instructions for Certification - Lower Tier Participants:

in

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds acovered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a Site Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. Exhibit "G" Sensitive Information

The following clause concerning Sensitive Information is hereby incorporated into this Agreement:

Homeland Security Acquisition Regulation Class Deviation 15-01 clauses; "Safeguarding of Sensitive Information" and "Information Technology Security and Privacy Training" for existing and new contracts and solicitations that have a high risk of unauthorized access to or disclosure of sensitive information