

## SOLICITATION - OFFER - AWARD

<b>SOLICITATION NO:</b> <b>23-TFG0218</b>	<b>SOLICITATION TITLE:</b> <b>Emergency Planning &amp; Grant Management</b>	<b>DATE ISSUED:</b> <b>August 30, 2023</b>	<b>CONTRACT NO:</b> <b>23-TFG0218</b>
<b>ISSUED BY:</b> <b>BOARD OF COUNTY COMMISSIONERS</b> <b>HERNANDO COUNTY, FLORIDA</b> John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins		<b>SUBMIT BID OFFER TO:</b> <b>HERNANDO COUNTY</b> <b>PURCHASING AND CONTRACTS</b> <b>15470 FLIGHT PATH DRIVE</b> <b>BROOKSVILLE, FL 34604</b>  Toni Brady Chief Procurement Officer	

### SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <http://secure.procurenow.com/portal/hermandocounty>. **UNTIL 10:00 A.M., LOCAL TIME ON OCTOBER 2, 2023.** 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 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 **10:00 A.M. ON OCTOBER 2, 2023.** 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	Providing professional services to facilitate emergency planning, disaster recovery program management and hazard mitigation program management services on an as-needed basis (SEE ATTACHED SPECIFICATIONS)	XX	XX	XX	\$243,974.00

### 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

<b>BIDDER'S INFORMATION</b> <b>Thomas Howell Ferguson P.A. CPAs</b> Company Name 2615 Centennial Blvd, Ste 200 Address <b>Tallahassee Florida 32308</b> City State Zip Code <b>850-668-8100 850-668-8199 localgov@thf-cpa.com</b> Phone Number Fax Number Email Address		<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:</b> BIDDER'S SIGNATURE  OFFER DATE <b>9/27/2023</b>	
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### AWARD

(TO BE COMPLETED BY COUNTY)

<b>REVIEWED FOR LEGAL SUFFICIENCY: 8/21/2023</b>	<b>LR NO.: 2023-491</b>	<b>BY: Melissa Tartaglia</b>
<b>ACCEPTED AS TO ITEM(S) NO:</b>	<b>AMOUNT:</b>	<b>ACCOUNTING CODE:</b>
<b>SUBMIT INVOICES TO:</b> <b>HERNANDO COUNTY</b> <b>DEPARTMENT OF PUBLIC WORKS</b> <b>1525 EAST JEFFERSON STREET</b> <b>BROOKSVILLE, FL 34601</b>		<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:</b>  Elizabeth Narverud, Chairperson SIGNATURE: AWARD DATE: <b>1-23--24</b>

## **2. SOLICITATION-OFFER-AWARD**

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Narverud, Vice Chairman

Steve Champion, Second Vice Chairman

Brian Hawkins

Jerry Campbell

**SUBMIT BID OFFER TO:**

HERNANDO COUNTY

PURCHASING AND CONTRACTS

via Hernando County's eProcurement Portal

Toni Brady

Chief Procurement Officer

### **3. SOLICITATION**

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PURCHASING AND CONTRACTS, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 am, LOCAL TIME ON Monday, October 16, 2023. 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 am ON Monday, October 16, 2023. 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.

## **4. OFFER**

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

## **5. AWARD**

Upon Award please SUBMIT INVOICES TO:

Hernando County

HERNANDO COUNTY FIRE RESCUE DEPARTMENT, 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604

## 6. INVITATION TO BID

### 6.1. ADVERTISEMENT OF BID

#### INVITATION TO BID

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

TERM CONTRACT ITB NO. SOLICITATION # 23-TFG0218/FH

FOR

Emergency Planning and Grant Program Management

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in professional services to facilitate emergency planning, disaster recovery program management and hazard mitigation program management services on an as-needed basis

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, October 16, 2023, via Hernando County Purchasing and Contract's [eProcurement Portal](#). Only electronic submittals shall be accepted by the County.

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

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

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

***Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the***

***agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.***

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Joe Goulart Purchasing Agent II, Purchasing and Contracts Department, via the County's [eProcurement Portal](#) Question and Answer tab.

## 7. SOLICITATION INSTRUCTIONS

### 7.1. DEFINITION OF TERMS

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

- A. **BIDDER:** The term “Bidder” used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this solicitation.
- B. **CONTRACT:** The agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to bidders, proposal, surety bonds, addenda, and other documents) whether attached thereto or not.
- C. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- D. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the contract documents or an adjustment in the contract price issued after contract award.
- E. **OWNER:** Hernando County Board of County Commissioners (County).
- F. **VENDOR/CONTRACTOR:** The Bidder awarded a contract by the County for the furnishing of goods or services.

### 7.2. AVAILABILITY OF BIDDING DOCUMENTS

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

### 7.3. PREPARATION OF BID

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

- A. Interested firms are to submit responses via the County’s [eProcurement Portal](#). All bid sheets including this form must be executed and uploaded as indicated. All bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.
  - 1. **To submit bids:** Via Hernando County’s [eProcurement Portal](#) BID NUMBER 23-TFG0218/FH
- B. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.



- C. Bids must be submitted electronically, via the County's [eProcurement Portal](#). Any required forms supplied by the Owner and included with these Bid Documents shall be uploaded through said portal. Each bidder shall copy the Bid Form and complete the pricing schedule provided.
- D. Bids must be completed through the pricing table provided. No changes or corrections will be allowed after bid opening.
- E. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.
- F. No material, labor, or facilities will be furnished by the County unless specifically stated.

#### **7.4. [BID OPENING:](#)**

Bids that are not received by the due date and time via the County's 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 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

#### **7.5. [QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS](#)**

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

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the bids.
- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the County's eProcurement Portal. Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit the eProcurement Portal to ensure they are aware of all addenda issued for this solicitation.

- D. Questions must be submitted via the Q&A Tab in the County's eProcurement Portal. Questions will only be accepted through the period specified in the bid documents.
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure to acknowledge any addenda may render the Vendor/Contractor's bid as non-responsive and subject to rejection.

#### 7.6. COMMUNICATION

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing and Contracts Department. **Any attempt to communicate with any County representative outside the Purchasing and Contracts Department will be considered a violation of the Purchasing Policy and may result in the rejection of your bid.**

#### 7.7. WITHDRAWAL OF BIDS:

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

#### 7.8. BID PROTESTS:

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

## 8. GENERAL CONDITIONS

### 8.1. CONTRACT PERIOD:

- A. The Contract(s) 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 twenty-four (24) months effective from date of execution.
- C. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed for two (2) additional one (1) 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. If the County exercises its option to renew the contract, and the Vendor/Contractor desires a price adjustment for the renewal period, the Vendor/Contractor must submit a written request for same to the County within ten (10) days of the date of County's notification, along with written evidence of the Vendor/Contractor's increased costs. The Vendor/Contractor must provide to the County documentation of the cost increases upon County's request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

### 8.2. BID PRICE/SUBMITTAL REQUIREMENTS:

- A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, 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.**

### 8.3. 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 and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past three (3) years.
  - 2. List of equipment and facilities available to do work.
  - 3. List of personnel, by name and title, contemplated to perform the work.
- B. **Failure to submit this information may be cause for rejection of your bid.**

### 8.4. BID EVALUATION AND AWARD:

Bid evaluation will be based on price, conformance with specifications and the Bidder's ability and resources to perform the contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding. It is the intent of the County to award a Contract to three (3) vendor/contractors; however, the actual number of vendors/contractors awarded may be more or less than three (3). A Vendor/Contractor shall not be qualified to bid when investigation by the Chief Procurement Officer of that Vendor/Contractor is either delinquent on a previously awarded contract or in litigation with Hernando County on a previously awarded contract.

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

The County reserves the right to make multiple awards to the lowest, responsive, and responsible Bidders based on group or the unit item price, whichever is the most advantageous to the County.

However, the County reserves the sole right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

#### 8.6. BID EVALUATION AND AWARD (continued)

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

#### 8.7. HOURS:

Work may be performed between the hours of 8:00 A.M. to 5:00 P.M., 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.

#### 8.8. WARRANTIES:

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

#### 8.9. DELIVERY AND ACCEPTANCE:

- A. The County will order services by issuance of a Hernando County numbered purchase order (PO). Each purchase order will specify the scope of work, location and date(s) for service required.
- B. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the

Vendor/Contractor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.

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

#### **8.10. REJECTION OF BID:**

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

#### **8.11. MINOR INFORMALITIES AND IRREGULARITIES:**

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

#### **8.12. NON-EXCLUSIVE CONTRACT:**

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

#### **8.13. NON-PERFORMANCE:**

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

- A. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the

contract. The Chief Procurement Officer reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination. Depending upon the severity of the default resulting in contract termination, debarment may be for a period of twelve (12) to twenty-four (24) months. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

#### **8.14. ASSIGNMENT:**

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.

#### **8.15. PUBLIC ENTITY CRIMES:**

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

#### **8.16. LICENSES AND PERMITS:**

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

#### **8.17. LAWS, REGULATIONS, PERMITS AND TAXES:**

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

#### **8.18. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:**

Without invalidating the contract, the County may, at any time or from time to time, through its Chief Procurement Officer or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under \$35,000.00 (cap) will be approved by the Chief Procurement Officer or its designee. Once the \$35,000.00 cap is reached, all other additions or revisions to this contract that exceed the "cap" are subject to approval by the Hernando County Board

of County Commissioners through Board agenda item. Only upon receipt of a change order or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

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

#### **8.19. TAXES:**

- A. The Board of County Commissioners, Hernando County, Florida, has the following Tax Exemption Certificates assigned:
  - 1. **Florida Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2019 – expiring on 1/31/2024.**
- B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).

#### **8.20. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:**

Manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for informational purposes only and are not intended to limit competition. Said listing is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. The Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with their bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the sole right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and subject to rejection. If Bidder fails to name a substitute, it will be assumed that they are bidding on and will be required to furnish goods identical to the bid standard as specified.



### **8.21. LITIGATION/WAIVER OF JURY TRIAL:**

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, regardless of 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. 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) regarding any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

### **8.22. TERMINATION:**

#### **A. Termination for Default:**

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
  - a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
  - b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
  - c. Make progress so as to endanger performance of this contract.
  - d. Perform any of the other provisions of this contract.
2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Purchasing and Contracts Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.
3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost

- opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
- a. Stop work on the date and to the extent specified.
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
  - d. Continue and complete all parts of that work that have not been terminated.
4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- B. Termination for Convenience: The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

### 8.23. FISCAL NON-FUNDING

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

### 8.24. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

- A. At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.
- B. Each governmental agency allowed by the Vendor/Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

#### **8.25. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

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

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

#### **8.26. INTERIM EXTENSION OF PERFORMANCE:**

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

#### **8.27. COMPETENCY OF BIDDERS:**

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

#### **8.28. MAINTENANCE OF RECORDS:**

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

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

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

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

#### **8.29. PAYMENT:**

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: HERNANDO COUNTY FIRE RESCUE DEPARTMENT, 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604
- 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 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided

by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

### 8.30. CONFLICT OF INTEREST:

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

### 8.31. GRATUITIES AND KICKBACKS:

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval,

disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal, therefore.

- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor/Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### 8.32. E-VERIFY:

- A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
  - 1. The County's Purchasing and Contracts Department at (352) 754-4020: and
  - 2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the

Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number verification service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE best practices contained in this article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and



authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

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

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

Vendor/Contractor must certify that the company is not participating in a boycott of Israel.

Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

Vendor/Contractor must submit the certification form included as an attachment to this solicitation.

Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

### **8.34. INSURANCE REQUIREMENTS:**

#### **A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:**

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



- a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
  - b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.
- B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.
  1. Workers' Compensation: As required by law:
    - a. State.....Statutory
    - b. APPLICABLE FEDERAL.....Statutory
    - c. EMPLOYER'S LIABILITY.....Minimum:
      - i. \$100,000.00 each accident
      - ii. \$100,000.00 by employee
      - iii. \$500,000.00 policy limit
    - d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.  
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>
  2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.
    - a. Coverage as follows:

- i. EACH OCCURRENCE.....\$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.

#### 8.35. 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.

#### 8.36. INSURANCE REQUIREMENTS (continued)

**EXCESS/UMBRELLA LIABILITY:** Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000.00. Limits can be increased, based on contract.

#### 8.37. 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 to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal wage and hour law.

#### **8.38. SAFETY PRECAUTIONS:**

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

#### **8.39. RESPONSIVE/RESPONSIBLE:**

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

#### **8.40. CONE OF SILENCE**

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a bid is opened or a short list is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

- A. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying cone of silence period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the cone of silence period commences upon solicitation issuance and concludes upon contract award.
- B. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification from this project.

#### 8.41. CLAIMS

- A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the contract promptly but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Section titled "PRICE ADJUSTMENT". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).
- C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
  - 1. Deny the claim in whole or in part,
  - 2. Approve the claim, or
  - 3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief

- Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
  - E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

#### 8.42. 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.

## 9. SPECIAL CONDITIONS

### 9.1. PRE-AWARD MEETING

Within fourteen (14) days after receipt of notice of intent of award of bid, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

### 9.2. LIQUIDATED DAMAGES:

Should the awarded Vendor/Contractor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Vendor/Contractor shall pay to the County, as liquidated damages, the sum of \$250.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor/Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor/Contractor.

### 9.3. CODES AND REGULATIONS:

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

### 9.4. PRICING-FFP

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

### 9.5. 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.

#### 9.6. EVALUATION OF OPTIONS:

The County shall evaluate bids/offers for award purposes by adding the total price for all options to the total price of the basic period. However, the evaluation of options will not obligate the County to exercise the option(s).

#### 9.7. 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.

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

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

The current Federal clauses (Section 10) and forms (Section 14 Vendor Questionnaire) are attached as 14.6 to this document. In the event of an emergency/hurricane or disaster, a copy of the most current clauses and forms will be provided for review and signature.

#### 9.9. 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.

## 10. FEMA CLAUSES FOR PROFESSIONAL SERVICES

### 10.1. REMEDIES

*Applies to contracts more than the simplified acquisition threshold (\$250,000)*

#### A. Opportunity to Cure

1. Hernando County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions
2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### B. Waiver of Remedies for any Breach

1. In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### 10.2. TERMINATION OF CONTRACT

*Applies to contracts in excess of \$10,000*

#### A. **Termination for Convenience (Professional Services)**

1. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.
2. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**B. Termination for Default (Professional Services)**

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

**C. Termination by Owner**

1. The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
  - a. Perform the services within the time specified in this contract or by Owner approved extension;
  - b. Make adequate progress so as to endanger satisfactory performance of the Project;
  - c. Fulfill the obligations of the Agreement that are essential to the completion of the Project.
2. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5. If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

**D. Termination by Consultant**

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

**10.3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

*Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).*

**A. Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**B. Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Hernando County and understands and agrees that Hernando County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**10.4. DEBARMENT AND SUSPENSION**

*This requirement applies to all FEMA grant and cooperative agreement programs.*

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

*This requirement applies to all FEMA grant and cooperative agreement programs.*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## 10.6. PROCUREMENT OF RECOVERED MATERIALS

*This requirement applies to all FEMA grant and cooperative agreement programs.*

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, [epa.gov/smm/comprehensive-procurement-guideline-cpg-program](https://epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

## 10.7. ADDITIONAL FEMA REQUIREMENTS

*The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.*

### A. Changes

- 1. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### B. Access to Records

- 1. The contractor agrees to provide Hernando County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

#### 10.8. DHS SEAL, LOGO, AND FLAGS

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

#### 10.9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

#### 10.10. NO OBLIGATION BY FEDERAL GOVERNMENT

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

#### 10.11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

#### 10.12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR AREA SURPLUS FIRMS 2 C.F.R. § 200.321

- A. Requirement. Hernando County must take all necessary, affirmative steps to assure that small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible. 2 C.F.R. § 200.321(a). These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps:
  1. Solicitation Lists. Hernando County must place small and minority businesses and women's business enterprises on solicitation lists. 2 C.F.R. § 200.321(b)(1).
  2. Solicitations. Hernando County must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources. 2 C.F.R. § 200.321(b)(2).
  3. Dividing Requirements. Hernando County must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(3).

4. **Delivery Schedules.** Hernando County must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(4).
5. **Obtaining Assistance.** Hernando County must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. 2 C.F.R. § 200.321(b)(5).
6. **Prime Contractor Requirements.** Hernando County requires the prime contractor, if subcontracts are anticipated or let, to take the five affirmative steps described above. 2 C.F.R. § 200.321(b)(6)

#### 10.13. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) FAR 52.205-25

*Definitions. As used in this clause—*

- A. Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phonesowers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
- B. Covered foreign country means The People's Republic of China.
- C. Covered telecommunications equipment or services means—
  1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. Critical technology means—



1. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
  2. Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
    - a. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
    - b. For reasons relating to regional stability or surreptitious listening;
  3. Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
  4. Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
  5. Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
  6. Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
- E. Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
- F. Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.
- G. Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- H. Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- I. Prohibition.

1. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at section (10.13.J) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
  2. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at section (10.13.J) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
- J. Exceptions. This clause does not prohibit contractors from providing—
1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- K. Reporting requirement.
1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in section (10.13.K.2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

2. The Contractor shall report the following information pursuant to section (10.13.K.1) of this clause
  - a. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - b. Within 10 business days of submitting the information in section (10.13.K.2.a) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
3. Subcontracts. The Contractor shall insert the substance of this clause, including this section (10.13.K.3) and excluding section (10.13.I.2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

#### 10.14.COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

*This requirement applies to all FEMA grant and cooperative agreement programs.*

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (14.A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (14.A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (14.A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (14.B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (14.A) through (14.D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (14.A) through (14.D) of this section.

## 11. SCOPE OF WORK

### SCOPE AND SPECIFICATIONS

#### 11.1. CONFLICTING TERMS WITH SECTION 10:

In the event of a conflict between the terms of the contract (including any and all attachments thereto, excluding Section 10, and any amendments thereof) and any of the terms of Section 10, the terms of the Contract (including any and all attachments thereto, excluding Section 10, and any amendments thereof) shall control.

#### 11.2. SCOPE OF WORK:

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish professional services to facilitate emergency planning, disaster recovery program management and hazard mitigation program management services on an as-needed basis in Hernando County, Florida.

#### 11.3. LOCATION OF THE WORK:

The work to be performed in this Contract will primarily be performed at Hernando County Emergency Operations Center, 18900 Cortez Blvd, Brooksville, FL 34601 in Hernando County, Florida unless an offsite location is agreed to by the County and Vendor/Contractor. While work will need to be performed at the Hernando County Emergency Operations Center, 18900 Cortez Blvd., Brooksville, FL 34601, or other County office locations, should the contractor need to work offsite to complete the SOW, the contractor will provide a reasonable and justifiable cause to work offsite and said location will be agreed upon by both parties.

#### 11.4. TECHNICAL SPECIFICATIONS

- A. Hernando County seeks professional services to facilitate emergency planning, disaster recovery program management, and hazard mitigation program management services on an as-needed basis. Services will be awarded on a project-by-project basis that may include any or all services listed in the Scope of Work.
- B. The Vendor/Vendor/Contractor will be responsible for collecting and organizing standard documentation (e.g., timesheets, work orders, invoices, etc.) of labor, equipment, supplies, and Contracted services expended to support emergency work, and permanent repairs resulting from a disaster event. The Vendor/Contractor(s) will also provide guidance and advise the County throughout the reimbursement process as to appropriate courses of action in dealing with federal and state agencies. The County is in need of these services not only to manage the large volume of required documentation but also to avoid the potential for future de-obligation of federal funds.

- C. The Vendor/Contractor will also be responsible for assisting the County in emergency planning, disaster recovery, and hazard mitigation-related activities including but not limited to developing or updating various emergency management plans, designing and conducting training and exercises, managing and monitoring recovery and mitigation efforts, preparing recovery and mitigation grant applications and project worksheets, assisting with the management of grant programs and associated projects under those programs, and ensuring compliance with Federal regulations.

#### **11.5. HAZARD MITIGATION PROGRAM MANAGEMENT**

- A. The Vendor/Vendor/Contractor will work with the Florida Division of Emergency Management (FEMA) and the Federal Emergency Management Agency to facilitate the funding of hazard mitigation measures to protect public or private property in accordance with Hazard Mitigation Grant Program (HMGP) guidelines.
- B. The Vendor/Vendor/Contractor will work with County staff to write a grant for federal funds, administered by the State, for the purpose of preventing future loss of life and damage to property due to disaster and for the funding of previously identified mitigation measures that benefit the disaster area.
- C. Assist the County with federal grant program management to include HMGP and other similar programs.
- D. Assist the County in coordinating with State and Federal agencies relative to mitigation and recovery programs.
- E. Comply with all grant program mandates and documentation requirements.
- F. Conduct public and individual meetings to assist homeowners with program requirements.
- G. Assist with project eligibility determinations.
- H. Conduct financial tracking of program funds and homeowner payments.
- I. Develop quarterly progress reports for submittal to the County and State.
- J. Provide in-progress reviews as required to keep the County informed on project progress.

#### **11.6. DISASTER RECOVERY PROGRAM MANAGEMENT**

- A. Provide general grant management advice related to Federal Emergency Management Agency (FEMA) pass-through grants. Review the County's current record-keeping strategy for documentation. Provide the County with pre-disaster assistance to assess the requirements needed within departments to prepare for gathering needed expenditure data, assign required disaster liaison, and any other pre-disaster preparation that may be required. Assist affected departments to develop a standard guideline as part of their emergency plan on how reimbursement expenditures are recorded, what type of documentation should be maintained,

and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.

- B. File the initial Request for Public Assistance (RPA) after the initial disaster or event within the deadline period. Meet all stated deadlines to meet FEMA and the State's required timelines to recover full reimbursement.
- C. Working with Hernando County Emergency Management, meet with the FEMA Representative and the State Public Assistance Coordinator for any Initial Kickoff Meetings to discuss what the County's initial disaster-related damages and expenditures appear to be. Review the procedures and follow-up processes required to support full reimbursement.
- D. Review Contracts, purchasing documentation, and union Agreements. Prepare any required supporting documentation that must accompany the Project Worksheets, including working with the County's Human Resources Department to gather details related to employee fringe benefits, overtime, etc., for labor rates to provide to FEMA.
- E. Work with appropriate County departments to assist the FEMA or State Agency in providing the necessary information, e.g. insurance policies, personnel policies, etc., as requested by those or other agencies to complete the necessary documentation for reimbursement. Research as necessary to complete all forms.
- F. Assist the affected Hernando County departments in compiling their initial damage assessments for all expenditures, both in force account and permanent damages, including labor, equipment, materials, Contract, and so on.
- G. Assist the affected Hernando County departments in completing the appropriate documentation required for federal and state reimbursement, and the submittal of all eligible expenditures for small and large projects to the appropriate agencies, and within the required deadline.
- H. Provide assistance to determine if any eligible damages have not been quantified and presented for reimbursement.
- I. Assist in tracking all project documentation submitted and following any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements to the County. Ensure that the County understands why certain expenditures were de-obligated, if any. Track all expenditures and reimbursements to maintain high-quality reconciliations of monies expended by the County and submitted for reimbursement versus those received.
- J. Provide copies of all documentation transacted for reimbursement on behalf of the County, both electronically and hard copy to Hernando County Emergency Management. Offer the County any project management design and/or coordination ideas that may result in cost savings, efficiencies, or increased reimbursement.

- K. Assist the County, working with Emergency Management, to provide all necessary backup documentation, e.g. invoices, equipment usage documents, etc., that will garner full reimbursement. The documentation submitted for reimbursement must withstand a FEMA audit and State Emergency Management audit. Additionally, support the work for which you are assisting the County.
- L. Assist the County in recording the debris-related expenditures for debris reimbursement by working with the County Departments of Public Works, Parks and Solid Waste, and other departments as required. Work with the County's current debris Vendor/Vendor/Contractor to identify and recover expenditures.
- M. Assist the County with any special documentation and requirements to receive reimbursement under the FHWA program working with the Florida Department of Transportation (FDOT) and County Departments.
- N. Assist the specialized FEMA teams as they become necessary in the process. Specialized beach re-nourishment FEMA teams may be assigned to Hernando County to review the reimbursement in this particular area. Work with this team as necessary to assist in getting reimbursement for the County. Additionally, work with the U.S. Army Corps of Engineers along with other agencies may be required to receive reimbursement.
- O. Maintain records of all the documentation provided by the County submitted to any outside agency for reimbursement and provide the County with the organized file after the project or upon request. Vendor/Vendor/Contractor must retain all copies of documents, photographs, spreadsheets, and other material for seven years (7) after the close-out of each project.
- P. Once all projects are complete and reimbursement has been drawn down for eligible costs, assist with final preparations with the State of Florida and FEMA for final inspections and the close-out process for large and small projects. Participate in exit conferences with the County, State, and FEMA agencies.
- Q. Be available to assist with any requests for audit information by any source.
- R. If any disputes arise between the County and FEMA and/or the State, assist the County in strategizing and writing the appeals.
- S. Designate a liaison to the Emergency Operations Center (EOC) during events requiring Level one (1) Full EOC Activation to work closely with County departments to ensure that disaster-related costs are captured accurately and completely.
- T. Have a team available from the start of a disaster reimbursement process to the closeout process for the County. This includes any time accounted for if an appeal is requested by the County.



- U. Provide miscellaneous services not otherwise described, but which the County may require during the Agreement, or any other tasks associated with FEMA and FHWA grant management or documentation reimbursement process as requested by the County.
- V. Provide the County with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include FHWA reimbursement, the total number of Project Worksheets, total reimbursement requested by Category type, total reimbursement requested by a small or large project, and any other relevant data.
- W. All materials developed during an engagement remain the property of Hernando County.
- X. All original documents are the property of Hernando County and are to be retained by Hernando County.
- Y. Invoices must be submitted to Emergency Management monthly. Each invoice must contain, at a minimum:
  - 1. Name and title of a person performing work
  - 2. Hourly rate
  - 3. Details of work performed
  - 4. Location of work performed
- Z. The scope of work will be agreed upon before any engagement. The scope may be modified by the Agreement between the County and the Vendor/Vendor/Contractor.
- AA. The Vendor/Vendor/Contractor will provide weekly progress reports to Emergency Management.
- BB. Emergency Management has the final say over personnel assignment as well as all changes made to the project team by the Vendor/Vendor/Contractor.
- CC. The Vendor/Vendor/Contractor will provide 20 hours of pre-event documentation and reimbursement process evaluation and/or education, at no cost to the County.
- DD. At the conclusion of each engagement, the Vendor/Vendor/Contractor will provide Emergency Management with a complete set of electronic files (documents, photographs, spreadsheets, and other material) in a searchable format within sixty (60) days.
- EE. Should Hernando County opt in to the FDEM F-ROC program, the contractor will ensure adherence to all requirements in accordance with FDEM F-ROC procedures, standards, documentation, and deliverables.

### **11.7. EMERGENCY PLANNING, TRAINING, AND EXERCISES**

- The Vendor/Vendor/Contractor may be responsible for the revision of existing plans, policies, and procedures or for the development of new policies, plans, or procedures, directly or indirectly related to emergency management. Examples include the Comprehensive Emergency Management Plan, Local Mitigation Strategy, and Disaster Debris Management Plan.
- The Vendor may be asked to coordinate and deliver National Incident Management System position-specific training courses, or other training intended to support the mission areas of prevention, protection, mitigation, response, and recovery.
- The Vendor/Vendor/Contractor may also be responsible for the design of exercises to test plans and procedures in accordance with the guidance set forth in the Homeland Security Exercise and Evaluation Program (HSEEP), the development of associated exercise materials (e.g. exercise plan, situation manual, etc.), the coordination and conduct of exercises, assessment and evaluation of exercise performance according to HSEEP guidelines, and the development of a formal After Action Report and Improvement Plan for both exercises and real-world events.

### **11.8. Minimum Qualifications**

Successful contractor(s) will have a least five (5) years of experience in emergency management regarding the following: disaster management, disaster training, disaster exercising, disaster planning; disaster mitigation; disaster response; disaster recovery; FEMA Public Assistance; FEMA Individual Assistance; emergency debris management, removal, or monitoring; private property debris management, removal, or monitoring; force labor accounting practices; general accounting principals; familiarity with FDEM F-ROC procedures, standards, practices, and deliverables; creation of a successful Incident Action Plans, After Action Reports HSEEP; ICS position specific training; or a combination of any of these skills sets that demonstrates successful proficiency in any of the described disciplines.

## 12. PRICING PROPOSAL

### ITB NO.23-TFG0218/FH. - Emergency Planning and Grant Program Management

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.

#### HAZARD MITIGATION PROGRAM MANAGEMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	\$199.00	\$2,388.00
2	PROJECT MANAGER	12	Hourly Rate	\$174.00	\$2,088.00
3	FIELD OPERATIONS MANAGER	24	Hourly Rate	\$168.00	\$4,032.00
4	DATA MANAGER	12	Hourly Rate	\$144.00	\$1,728.00
5	BILLING/INVOICE ANALYST	6	Hourly Rate	\$144.00	\$864.00
6	FEMA/FHWA SPECIALIST	36	Hourly Rate	\$144.00	\$5,184.00
7	ADMINISTRATIVE/CLERICAL	48	Hourly Rate	\$85.00	\$4,080.00
8	ENGINEER	24	Hourly Rate	0	0
9	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	300	Hourly Rate	\$92.00	\$27,600.00
10	GRANT MANAGEMENT ANALYST	200	Hourly Rate	\$92.00	\$18,400.00
11	SAFETY VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	\$92.00	\$1,104.00
12	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	24	Hourly Rate	\$92.00	\$2,208.00
13	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	\$92.00	\$552.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>ESTIMATED OVERTIME</b>					
1	PRINCIPAL	6	Overtime Hourly Rate	\$199.00	\$1194.00
2	PROJECT MANAGER	6	Overtime Hourly Rate	\$174.00	\$1044.00
3	FIELD OPERATIONS MANAGER	12	Overtime Hourly Rate	\$168.00	\$2016.00
4	DATA MANAGER	6	Overtime Hourly Rate	\$144.00	\$864.00
5	BILLING/INVOICE ANALYST	3	Overtime Hourly Rate	\$144.00	\$432.00
6	FEMA/FHWA SPECIALIST	18	Overtime Hourly Rate	\$144.00	\$2592.00
7	ADMINISTRATIVE/CLERICAL	20	Overtime Hourly Rate	\$85.00	\$1700.00
8	ENGINEER	12	Overtime Hourly Rate	0	0
9	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	16	Overtime Hourly Rate	\$92.00	\$1472.00
10	GRANT MANAGEMENT ANALYST	60	Overtime Hourly Rate	\$92.00	\$5520.00
11	SAFETY VENDOR/VENDOR/CONTRACTOR	6	Overtime Hourly Rate	\$92.00	\$552.00
12	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	12	Overtime Hourly Rate	\$92.00	\$1104.00
13	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	3	Overtime Hourly Rate	\$92.00	\$276.00
<b>TOTAL</b>					<b>\$88,994.00</b>

**DISASTER RECOVERY PROGRAM MANAGEMENT**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	\$199.00	\$2388.00
2	PROJECT MANAGER	12	Hourly Rate	\$174.00	\$2088.00
3	DATA MANAGER	12	Hourly Rate	\$144.00	\$1728.00
4	BILLING/INVOICE ANALYST	6	Hourly Rate	\$144.00	\$864.00
5	FEMA/FHWA SPECIALIST	36	Hourly Rate	\$144.00	\$5184.00
6	ADMINISTRATIVE/CLERICAL	260	Hourly Rate	\$85.00	\$22100.00
7	ENGINEER	24	Hourly Rate	0	0
8	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	300	Hourly Rate	\$92.00	\$27600.00
9	GRANT MANAGEMENT ANALYST	200	Hourly Rate	\$92.00	\$18400.00
10	SAFETY VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	\$92.00	\$1104.00
11	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	24	Hourly Rate	\$92.00	\$2208.00
12	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	\$92.00	\$552.00
<b>ESTIMATED OVERTIME</b>					
1	PRINCIPAL	6	Hourly Rate	\$199.00	\$1,194.00
2	PROJECT MANAGER	6	Hourly Rate	\$174.00	\$1,044.00
3	DATA MANAGER	6	Hourly Rate	\$144.00	\$864.00
4	BILLING/INVOICE ANALYST	3	Hourly Rate	\$144.00	\$432.00
5	FEMA/FHWA SPECIALIST	18	Hourly Rate	\$144.00	\$2,592.00
6	ADMINISTRATIVE/CLERICAL	60	Hourly Rate	\$85.00	\$5,100.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	ENGINEER	12	Hourly Rate	0	0
8	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	60	Hourly Rate	\$92.00	\$5520.00
9	GRANT ANALYST	60	Hourly Rate	\$92.00	\$5520.00
10	SAFETY VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	\$92.00	\$552.00
11	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	\$92.00	\$1104.00
12	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	3	Hourly Rate	\$92.00	\$276.00
<b>TOTAL</b>					<b>\$108,414.00</b>

#### EMERGENCY PLANNING, TRAINING & EXERCISES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	\$199.00	\$2,388.00
2	SUBJECT MATTER EXPERT	12	Hourly Rate	\$174.00	\$2,088.00
3	PROJECT MANAGER	36	Hourly Rate	\$174.00	\$6,264.00
4	SENIOR VENDOR/VENDOR/CONTRACTOR /PLANNER/ANALYST	48	Hourly Rate	\$174.00	\$8,352.00
5	VENDOR/VENDOR/CONTRACTOR /PLANNER/ANALYST	60	Hourly Rate	\$144.00	\$8,640.00
6	CONSULTING AIDE	36	Hourly Rate	\$92.00	\$3,312.00
<b>ESTIMATED OVERTIME</b>					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	6	Hourly Rate	199.00	\$1,194.00
2	SUBJECT MATTER EXPERT	6	Hourly Rate	174.00	\$1,044.00
3	PROJECT MANAGER	18	Hourly Rate	174.00	\$3,132.00
4	SENIOR VENDOR/VENDOR/CONTRACTOR/PLANNER/ANALYST	24	Hourly Rate	174.00	\$4,176.00
5	VENDOR/VENDOR/CONTRACTOR/PLANNER/ANALYST	30	Hourly Rate	144.00	\$4,320.00
6	CONSULTING AIDE	18	Hourly Rate	92.00	\$1,656.00
<b>TOTAL</b>					<b>\$46,566.00</b>

## 13. VENDOR QUESTIONNAIRE

### 13.1. VENDOR/CONTRACTOR INFORMATION\*

Please Provide the following Information:

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

\*Response required

### 13.2. VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES\*

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

As the person authorized to submit bids on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

☐ Please confirm

\*Response required



### 13.3. VENDOR/CONTRACTOR SURVEY\*

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

*Select all that apply*

- ☐ OpenGov Procurement
- ☐ Newspaper
- ☐ Purchasing and Contract Department Advertisement Board
- ☐ Other

\*Response required

### 13.4. VENDOR/CONTRACTOR SURVEY (OTHER)

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

### 13.5. Please confirm bid validity for 90 days \*

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

- ☐ Please confirm

\*Response required

### 13.6. Equipment and Facilities list \*

Please provide a List of equipment and facilities available to do work.

\*Response required

### 13.7. Personnel List \*

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

\*Response required

### 13.8. BID CONFIRMATION\*

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

**\*\*IMPORTANT NOTE:** When submitting your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid

being declared non-responsive as these changes will be considered a counteroffer to the County's bid solicitation.

☐ Please confirm

\*Response required

### 13.9. Drug Free Workplace Certification \*

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

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

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

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

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

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

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

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

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

☐ Please confirm

\*Response required

### 13.10. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees\*

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

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

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

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

☐ Please confirm

\*Response required

### 13.11. Sworn Statement

#### 13.11.1. Sworn Statement SECTION 287.133 (3) (a)\*

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

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

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

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

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

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

\_\_\_\_\_ [attach a copy of the final order].

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

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

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

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

\*Response required

#### *13.11.2. If you choose option 3, please attach a copy of the final order*

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

**Please attach a copy of the final order**

### 13.12. Authorized Signatures/Negotiators

Authorized Signatures/Negotiators

#### *13.12.1. Authorized Signatures/Negotiators \**

Please provide the information to support the statement below:

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

Name(s)

Title(s)

Phone no (s)

\*Response required

#### *13.12.2. Type of Organization \**

Select your organization's type below

☐ Sole Proprietorship

☐ Joint Venture

☐ Corporation

☐ Partnership

\*Response required

#### *13.12.3. Company ID\**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

\*Response required

#### *13.12.4. W-9 Form \**

Please attach your completed W-9 Form

\*Response required

#### *13.12.5. ACH electronic payment \**

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

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

(Recommended and Preferred)

☐ Yes, ACH electronic payment method is acceptable.

☐ No, ACH electronic payment method is acceptable.

\*Response required

#### ***13.12.6. Proof of Real Property Tax***

Please upload your proof of Real Property Tax

#### ***13.12.7. Copy of Florida Division of Corporations Annual Report***

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

#### ***13.12.8. E-VERIFY CERTIFICATION\****

**Vendor/Contractor acknowledges and agrees to the following:**

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

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

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

☐ Please confirm

\*Response required

### **13.13. QUALIFICATION SUBMITTAL REQUIREMENTS**

#### ***13.13.1. REFERENCES\****

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

Project within the last three (3) years.

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

**Please provide information for 3 required References:**

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

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

\*Response required

#### **13.13.2. QUALIFICATIONS:\***

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

List and give brief description of substantially similar work (size and scope).

\*Response required

#### **13.14. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

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

☐ Yes

☐ No

\*Response required

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

☐ Yes

☐ No

\*Response required

*13.14.3. Relatives and Former Hernando County Employees - Roles and Signatures*

Please download the below documents, complete, and upload.

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

*13.14.4. Solicitation-Offer-Award*

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

- [Solicitation - Offer - Awar...](#)

*13.14.5. REQUIRED GRANT CERTIFICATIONS AND FORMS*

Please download the below documents, complete, and upload.

- [Suspension Debarment Certif...](#)
- [Certification Regarding Lob...](#)
- [Disclosure of Lobbying Acti...](#)
- [DBE-SUB Statement Form.pdf](#)
- [GOOD FAITH EFFORTS-with OSD...](#)





## PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

# ADDENDUM # ONE (1)

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**Emergency Planning and Grant Program Management**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 23-TFG0218/FH**

**BIDS DUE: 10/2/2023 BY 10:00 AM EST**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein

### A. QUESTIONS AND ANSWERS

- 1.Q. We are kindly requesting the County to waive the liquidated damages provision included on page 35 of the RFP, as it is not appropriate for a time and material effort and the nature of the work contemplated under the resulting debris monitoring contract. Liquidated damages are normally used in construction contracts where the obligations for faithful performance are tied to specific milestones and contract terms.**
- 1.A. No, liquidated damages cannot be waived due to State and Federal deadlines as well as requirements set by FEMA.**
- 2.Q. We are kindly requesting the County to remove the Equipment Listing requirement in the Vendor Questionnaire, as items such as rolling stock, loaders, tractors, mowers and other specialized equipment are not reflective of the scope of work in the RFP.**
- 2.A. Section 13.2 EQUIPMENT LISTING is removed.**
- 3.Q. Will the County consider providing bidders with evaluation criteria and respective scoring guidelines?**
- 3.A. Yes, evaluation criteria to be added via addendum.**
- 4.Q. We understand Hernando County has active debris monitoring as a function of emergency services – do the 11.8. Minimum Qualifications on page 53 regarding debris monitoring**



## PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

**apply to funds management for these activities, or is the requirement to manage debris for the County?**

- 4.A.** These activities apply to funds management.
- 5.Q.** In the Pricing Proposal section starting on page 54, each table contains a column titled "Quantity." What does "Quantity" mean (i.e. number of staff, maximum number of hours for each staff during the 24 month term period, etc.)?
- 5.A.** Quantity is associated with unit of measure. Example: Principal is 12 hours at the hourly rate.
- 6.Q.** Please confirm the contract type of this opportunity. Is the contract type time and materials/labor hour and the reference to a firm fixed price in Section 9.4 only applies to the total value of the contract since fixed quantities have been provided in the Pricing Proposal section on page 54?
- 6.A.** The type of contract is type time and material labor hours. We will hold the total as the contract firm fixed price.
- 7.Q.** Paragraph 8.3.E reads "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." What does the County mean by "Bid Specifications" and "Bid Form."? Are these separate documents listed in the ITB or located elsewhere?
- 7.A.** "Bid Specification" refers to all the sections of the solicitation. "Bid Form" refers to sections 12 and 13 and is the compilation of all required vendor submittals.
- 8.Q.** To provide the lowest rates possible, would the County consider reimbursing travel expenses separately at the prevailing GSA per diem rates without any markup applied?
- 8.A.** This should be part of the bid proposal and not separately.
- 9.Q.** The term "Bid Form" is referenced throughout the ITB. Please clarify what the County means by "Bid Form."
- 9.A.** Bid Form refers to sections 12 and 13 and is the compilation of all required vendor submittals

**BOARD OF COUNTY COMMISSIONERS  
OF HERNANDO COUNTY, FLORIDA**

---

For: Toni Brady, Chief Procurement Officer



**ADDENDUM # TWO (2)**  
TO  
THE CONTRACT DOCUMENTS  
FOR THE  
**Emergency Planning and Grant Program Management**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 23-TFG0218/FH**

**BIDS DUE: 10/16/2023 BY 10:00 AM EST**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

**A. PROPOSAL SUBMISSION DEADLINE**

- The Proposal Submission Deadline has changed  
from October 2, 2023 by 10:00 am  
to **October 16, 2023 by 10:00 am.**

**B. QUESTIONS AND ANSWERS**

1.Q. Will the County consider providing bidders with evaluation criteria and respective scoring guidelines?

1.A. The guidelines are as described below:

Evaluation of Written and Oral Proposal (if required)

**1. PROJECT UNDERSTAND APPROACH**

Describe your understanding of the project scope.  
Describe your approach to the project.



## PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

Schedule maintenance methodology.  
Scoring Method:  
Points Based  
Weight (Points): 20 (20% of Total)

### 2. PROJECT TEAM

Identify key staff members and any sub-consultants.  
Qualifications and relevant experience of staff and sub-consultants.  
Unique knowledge of key team members relating to the project.  
Experience on projects as a team.  
Key staff involvement in project management and on-site presence.  
Time commitment of key staff.  
Qualifications and relevant subconsultant experience.  
Scoring Method:  
Points Based  
Weight (Points): 40 (40% of Total)

### 3. FIRM CAPABILITIES AND EXPERIENCE

Current and projected workload.  
How will this project fit into your workload?  
Experience of the key staff and firm with projects of similar scope and complexity.  
Demonstrated success on past projects of similar scope and complexity.  
Provide references from work with similar size and scope completed in the last 5 years.  
Scoring Method:  
Points Based  
Weight (Points): 20 (20% of Total)

### 4. QUALITY/COST CONTROLS

Budget methodology/cost control.  
Quality control methodology.  
Scoring Method:  
Points Based  
Weight (Points): 20 (20% of Total)

**BOARD OF COUNTY COMMISSIONERS  
OF HERNANDO COUNTY, FLORIDA**

---

For: Toni Brady, Chief Procurement Officer

---

## Addendum #3

Sep 28, 2023 2:21 PM

Addendum No. 3 rescinds Addendum No. 2 and also answers Question No. 3 in Addendum No. 1 (3.Q. "Will the County consider providing bidders with evaluation criteria and respective scoring guidelines")?

For Evaluation Criteria, please refer to Sections 8.3., 8.4., 8.5. and 8.6. in the solicitation.

In addition, please use the [See What Changed](#) link to view all the changes made by this addendum to include file upload options.

[See What Changed](#)

 **Alisa Pike** 4 months ago



County of Hernando  
Procurement Department  
Toni Brady, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

---

**PROPOSAL DOCUMENT REPORT**

T No. 23-TFG0218/FH

Emergency Planning and Grant Program Management

RESPONSE DEADLINE: October 16, 2023 at 10:00 am

Report Generated: Tuesday, October 24, 2023

**Thomas Howell Ferguson Proposal**

**CONTACT INFORMATION**

**Company:**

Thomas Howell Ferguson

**Email:**

localgov@thf-cpa.com

**Contact:**

Jeff Barbacci

**Address:**

2615 Centennial Blvd.,  
Suite 200  
Tallahassee, FL 32308

**Phone:**

(850) 668-8100

**Website:**

[www.thf.cpa](http://www.thf.cpa)

**Submission Date:**

Oct 9, 2023 10:40 AM



## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Sep 20, 2023 11:04 AM by Jeff Barbacci*

Addendum #2

*Confirmed Sep 27, 2023 12:01 PM by Jeff Barbacci*

Addendum #3

*Confirmed Sep 28, 2023 2:44 PM by Jeff Barbacci*

## QUESTIONNAIRE

### 1. VENDOR/CONTRACTOR INFORMATION\*

*Pass*

Please Provide the following Information:

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

(1) Thomas Howell Ferguson P.A. CPAs (2) 593186310 (3) Ben A. Steve Stevens, III, Shareholder, Government Consulting Services (4) 2615 Centennial Boulevard, Suite 200 Tallahassee, Florida 32308 (5) 850.668.8100 (6) [localgov@thf-cpa.com](mailto:localgov@thf-cpa.com)

## 2. VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES\*

*Pass*

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

As the person authorized to submit bids on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Confirmed

## 3. VENDOR/CONTRACTOR SURVEY\*

*Pass*

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

OpenGov Procurement

Purchasing and Contract Department Advertisement Board



**4. VENDOR/CONTRACTOR SURVEY (OTHER)**

*Pass*

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

N/A

**5. Please confirm bid validity for 90 days \***

*Pass*

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.

Confirmed

**6. Equipment and Facilities list \***

*Pass*

Please provide a List of equipment and facilities available to do work.

Hernando\_County\_-\_Equipment\_&\_Facilities\_List.pdf

**7. Personnel List \***

*Pass*

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

Hernando\_County\_-\_Personnel\_List.pdf

**8. BID CONFIRMATION\***

*Pass*

The undersigned Bidder has carefully read the Invitation to Bid and its provisions, terms and conditions covering the equipment, materials, supplies and services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid for

the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this Invitation to Bid and certifies that the person(s) signing this bid is (are) authorized to bind the Bidder. Bidder agrees that if Bidder is awarded this Invitation to Bid, Bidder will provide the materials and services as stipulated in the specifications of this Invitation to Bid. Bidder further agrees to furnish and to deliver materials and services as indicated, with all transportation charges prepaid, and for the prices quoted.

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

Confirmed

#### **9. Drug Free Workplace Certification \***

*Pass*

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

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

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

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

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation

occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

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

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

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

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

Confirmed

#### **10. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees\***

*Pass*

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

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

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

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

Confirmed

## 11. Sworn Statement

### SWORN STATEMENT SECTION 287.133 (3) (A)\*

*Pass*

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

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

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

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

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity,

or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_\_\_ [attach a copy of the final order].

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

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

IF YOU CHOOSE OPTION 3, PLEASE ATTACH A COPY OF THE FINAL ORDER

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

**Please attach a copy of the final order**

No response submitted

## **12. Authorized Signatures/Negotiators**

Authorized Signatures/Negotiators

AUTHORIZED SIGNATURES/NEGOTIATORS \*

*Pass*

Please provide the information to support the statement below:

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

Name(s)

Title(s)

Phone no (s)

Ben A. Steve Stevens III

Shareholder, Government Consulting Services

850.521.3149

TYPE OF ORGANIZATION \*

*Pass*

Select your organization's type below

Corporation

COMPANY ID\*

*Pass*

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

Florida 59-3186310

W-9 FORM \*

*Pass*

Please attach your completed W-9 Form

W-9\_THF\_Signed\_-\_2022.pdf

ACH ELECTRONIC PAYMENT \*

*Pass*

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

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

(Recommended and Preferred)

Yes, ACH electronic payment method is acceptable.

PROOF OF REAL PROPERTY TAX

Please upload your proof of Real Property Tax

No response submitted

COPY OF FLORIDA DIVISION OF CORPORATIONS ANNUAL REPORT  
*Pass*

Please upload a copy of your Florida Division of Corporations Annual Report  
Thomas\_Howell\_Ferguson\_P.A.pdf

E-VERIFY CERTIFICATION\*  
*Pass*

**Vendor/Contractor acknowledges and agrees to the following:**

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

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

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

Confirmed

### 13. QUALIFICATION SUBMITTAL REQUIREMENTS

REFERENCES\*  
*Pass*

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

Project within the last three (3) years.

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



**Please provide information for 3 required References:**

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

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

Hernando\_County\_-\_References.pdf

QUALIFICATIONS:\*

*Pass*

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:

List and give brief description of substantially similar work (size and scope).

Hernando\_County\_-\_Qualifications.pdf

#### **14. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

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? \*

*Pass*

No

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?\*

*Pass*

No

RELATIVES AND FORMER HERNANDO COUNTY EMPLOYEES - ROLES AND SIGNATURES

*Pass*

Please download the below documents, complete, and upload.

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

Hernando\_County\_Employment\_Disclosure.pdf

SOLICITATION-OFFER-AWARD

*Pass*

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

- [Solicitation - Offer - Awar...](#)

Solicitation\_Offer\_Award.pdf

REQUIRED GRANT CERTIFICATIONS AND FORMS

*Pass*

Please download the below documents, complete, and upload.

- [Suspension Debarment Certif...](#)
- [Certification Regarding Lob...](#)
- [Disclosure of Lobbying Acti...](#)
- [DBE-SUB Statement Form.pdf](#)
- [GOOD FAITH EFFORTS-with OSD...](#)

Suspension\_Debarment\_Certification.pdf Certification\_Regarding\_Lobbying.pdf Disclosure\_of\_Lobbying\_Activities.pdf DBE\_Sub\_State  
ment\_Form.pdf Good\_Faith\_Efforts.pdf

PRICE TABLES

HAZARD MITIGATION PROGRAM MANAGEMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	\$199.00	\$2,388.00

PROPOSAL DOCUMENT REPORT  
T No. 23-TFG0218/FH  
Emergency Planning and Grant Program Management

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	PROJECT MANAGER	12	Hourly Rate	\$174.00	\$2,088.00
3	FIELD OPERATIONS MANAGER	24	Hourly Rate	\$168.00	\$4,032.00
4	DATA MANAGER	12	Hourly Rate	\$144.00	\$1,728.00
5	BILLING/INVOICE ANALYST	6	Hourly Rate	\$144.00	\$864.00
6	FEMA/FHWA SPECIALIST	36	Hourly Rate	\$144.00	\$5,184.00
7	ADMINISTRATIVE/CLERICAL	48	Hourly Rate	\$85.00	\$4,080.00
8	ENGINEER	24	Hourly Rate	\$0.00	\$0.00
9	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	300	Hourly Rate	\$92.00	\$27,600.00
10	GRANT MANAGEMENT ANALYST	200	Hourly Rate	\$92.00	\$18,400.00
11	SAFETY VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	\$92.00	\$1,104.00
12	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	24	Hourly Rate	\$92.00	\$2,208.00
13	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	\$92.00	\$552.00
<b>ESTIMATED OVERTIME</b>					
1	PRINCIPAL	6	Overtime Hourly Rate	\$199.00	\$1,194.00
2	PROJECT MANAGER	6	Overtime Hourly Rate	\$174.00	\$1,044.00

PROPOSAL DOCUMENT REPORT

T No. 23-TFG0218/FH

Emergency Planning and Grant Program Management

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	FIELD OPERATIONS MANAGER	12	Overtime Hourly Rate	\$168.00	\$2,016.00
4	DATA MANAGER	6	Overtime Hourly Rate	\$144.00	\$864.00
5	BILLING/INVOICE ANALYST	3	Overtime Hourly Rate	\$144.00	\$432.00
6	FEMA/FHWA SPECIALIST	18	Overtime Hourly Rate	\$144.00	\$2,592.00
7	ADMINISTRATIVE/CLERICAL	20	Overtime Hourly Rate	\$85.00	\$1,700.00
8	ENGINEER	12	Overtime Hourly Rate	\$0.00	\$0.00
9	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	16	Overtime Hourly Rate	\$92.00	\$1,472.00
10	GRANT MANAGEMENT ANALYST	60	Overtime Hourly Rate	\$92.00	\$5,520.00
11	SAFETY VENDOR/VENDOR/CONTRACTOR	6	Overtime Hourly Rate	\$92.00	\$552.00
12	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	12	Overtime Hourly Rate	\$92.00	\$1,104.00
13	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	3	Overtime Hourly Rate	\$92.00	\$276.00

PROPOSAL DOCUMENT REPORT

Invitation to Bid - Emergency Planning and Grant Program Management

PROPOSAL DOCUMENT REPORT  
T No. 23-TFG0218/FH  
Emergency Planning and Grant Program Management

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$88,994.00

DISASTER RECOVERY PROGRAM MANAGEMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	\$199.00	\$2,388.00
2	PROJECT MANAGER	12	Hourly Rate	\$174.00	\$2,088.00
3	DATA MANAGER	12	Hourly Rate	\$144.00	\$1,728.00
4	BILLING/INVOICE ANALYST	6	Hourly Rate	\$144.00	\$864.00
5	FEMA/FHWA SPECIALIST	36	Hourly Rate	\$144.00	\$5,184.00
6	ADMINISTRATIVE/CLERICAL	260	Hourly Rate	\$85.00	\$22,100.00
7	ENGINEER	24	Hourly Rate	\$0.00	\$0.00
8	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	300	Hourly Rate	\$92.00	\$27,600.00
9	GRANT MANAGEMENT ANALYST	200	Hourly Rate	\$92.00	\$18,400.00
10	SAFETY VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	\$92.00	\$1,104.00
11	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	24	Hourly Rate	\$92.00	\$2,208.00
12	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	\$92.00	\$552.00
ESTIMATED OVERTIME					

PROPOSAL DOCUMENT REPORT

T No. 23-TFG0218/FH

Emergency Planning and Grant Program Management

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	6	Hourly Rate	\$199.00	\$1,194.00
2	PROJECT MANAGER	6	Hourly Rate	\$174.00	\$1,044.00
3	DATA MANAGER	6	Hourly Rate	\$144.00	\$864.00
4	BILLING/INVOICE ANALYST	3	Hourly Rate	\$144.00	\$432.00
5	FEMA/FHWA SPECIALIST	18	Hourly Rate	\$144.00	\$2,592.00
6	ADMINISTRATIVE/CLERICAL	60	Hourly Rate	\$85.00	\$5,100.00
7	ENGINEER	12	Hourly Rate	\$0.00	\$0.00
8	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	60	Hourly Rate	\$92.00	\$5,520.00
9	GRANT ANALYST	60	Hourly Rate	\$92.00	\$5,520.00
10	SAFETY VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	\$92.00	\$552.00
11	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	\$92.00	\$1,104.00
12	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	3	Hourly Rate	\$92.00	\$276.00
<b>TOTAL</b>					<b>\$108,414.00</b>

EMERGENCY PLANNING, TRAINING & EXERCISES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	\$199.00	\$2,388.00

PROPOSAL DOCUMENT REPORT

T No. 23-TFG0218/FH

Emergency Planning and Grant Program Management

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	SUBJECT MATTER EXPERT	12	Hourly Rate	\$174.00	\$2,088.00
3	PROJECT MANAGER	36	Hourly Rate	\$174.00	\$6,264.00
4	SENIOR VENDOR/VENDOR/CONTRACTOR /PLANNER/ANALYST	48	Hourly Rate	\$174.00	\$8,352.00
5	VENDOR/VENDOR/CONTRACTOR /PLANNER/ANALYST	60	Hourly Rate	\$144.00	\$8,640.00
6	CONSULTING AIDE	36	Hourly Rate	\$92.00	\$3,312.00
<b>ESTIMATED OVERTIME</b>					
1	PRINCIPAL	6	Hourly Rate	\$199.00	\$1,194.00
2	SUBJECT MATTER EXPERT	6	Hourly Rate	\$174.00	\$1,044.00
3	PROJECT MANAGER	18	Hourly Rate	\$174.00	\$3,132.00
4	SENIOR VENDOR/VENDOR/CONTRACTOR/PLANNER/ANALYST	24	Hourly Rate	\$174.00	\$4,176.00
5	VENDOR/VENDOR/CONTRACTOR/PLANNER/ANALYST	30	Hourly Rate	\$144.00	\$4,320.00
6	CONSULTING AIDE	18	Hourly Rate	\$92.00	\$1,656.00
<b>TOTAL</b>					<b>\$46,566.00</b>



# Equipment and Facilities List

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**1. Tallahassee Office**

- a. 2615 Centennial Blvd., Ste. 200, Tallahassee, Florida 32308

**2. Tampa Office**

- a. 201 E. Kennedy Blvd., Ste 1111, Tampa, Florida 33602

# Key Personnel List

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## Primary Contact

Steve Stevens, Nicole Acosta, Brittany Bechtel, John Beall, and Chris Smith will serve as your primary contacts. This ensures that you will always be able to get in contact with a leader of this engagement team when needed.

**Steve Stevens, Engagement Shareholder**

**Nicole Acosta, Senior Manager**

**Brittany Bechtel, Manager**

**John Beall, Manager**

**Chris Smith, Consultant**

*During normal business times, 25 full-time employees will be available to assist as needed.*

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Thomas Howell Ferguson, P.A.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 2615 Centennial Boulevard, Suite 200	Requester's name and address (optional)
6 City, state, and ZIP code Tallahassee, FL 32308	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	9	-	3	1	8	6	3	1 0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Armita C Sunday*

Date ►

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# *State of Florida*

## *Department of State*

I certify from the records of this office that THOMAS HOWELL FERGUSON P.A. is a corporation organized under the laws of the State of Florida, filed on June 18, 1993.


The document number of this corporation is P93000043229.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 21, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of February,  
2023*



  
*Secretary of State*

Tracking Number: 8631832144CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

## References

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### Peace River Electric Cooperative, Inc.

A Touchstone Energy® Cooperative 

1. **Business Name**
  - a. Peace River Electric Cooperative
2. **Reference Contact**
  - a. Debbie Davis
3. **Reference Address**
  - a. PO Box 1310 / 210 Metheny Rd, Wauchula, Florida 33873
4. **Reference Phone No.**
  - a. 863.767.4694
5. **Reference Email Address**
  - a. Debbie.davis@preco.coop
6. **Project Name**
  - a. FEMA Disaster Consulting
7. **Project Location**
  - a. Wauchula
8. **Contract Project Manager**
  - a. John Beall
9. **Site Superintendent**
  - a. N/A
10. **Contract Amount**
  - a. \$340,000.00
11. **Date Project Commenced**
  - a. June 2022
12. **Date of Substantial Completion**
  - a. Ongoing
13. **Date of Final Completion**
  - a. Ongoing
14. **Description of Work Performed**
  - a. THF works at the direction of PRECO to assist in the FEMA reimbursement process for damage incurred by COVID-19, Hurricane Ian, Hurricane Nicole, and Hurricane Idalia. THF also works at the direction of PRECO to assist with the F-ROC timeline. This includes the Disaster Readiness Assessment, Abatement Plan, and Post Disaster Assessment.

## References

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1. **Business Name**
  - a. Florida Department of Military Affairs
2. **Reference Contact**
  - a. Jack McAlpine
3. **Reference Address**
  - a. 82 Marine Street, St. Augustine, Florida 32084
4. **Reference Phone No.**
  - a. 904.823.0203
5. **Reference Email Address**
  - a. john.m.mcalpine3.nfg@army.mil
6. **Project Name**
  - a. FEMA Disaster Consulting
7. **Project Location**
  - a. St. Augustine, FL
8. **Contract Project Manager**
  - a. Brittany Bechtel
9. **Site Superintendent**
  - a. N/A
10. **Contract Amount**
  - a. \$860,000.00
11. **Date Project Commenced**
  - a. December 2019
12. **Date of Substantial Completion**
  - a. Ongoing
13. **Date of Final Completion**
  - a. Ongoing
14. **Description of Work Performed**
  - a. Comprehensive Grants Management for FEMA Public Assistance Reimbursement Process.



## References

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**Central Florida Electric  
Cooperative, Inc.**

~ YOUR POWER PARTNER ~

1. **Business Name**
  - a. Central Florida Electric Cooperative
2. **Reference Contact**
  - a. Shelby Allen, CPA
3. **Reference Address**
  - a. 11491 NW 50th Avenue, Chiefland, Florida 32626
4. **Reference Phone No.**
  - a. 352.493.6907
5. **Reference Email Address**
  - a. sallen@cfec.com
6. **Project Name**
  - a. FEMA Disaster Consulting
7. **Project Location**
  - a. Chiefland, FL
8. **Contract Project Manager**
  - a. John Beall
9. **Site Superintendent**
  - a. N/A
10. **Contract Amount**
  - a. \$62,200.00
11. **Date Project Commenced**
  - a. September 2021
12. **Date of Substantial Completion**
  - a. Ongoing
13. **Date of Final Completion**
  - a. Ongoing
14. **Description of Work Performed**
  - a. THF works at the direction of CFEC to assist in the FEMA reimbursement process for damage incurred by COVID-19, Hurricane Ian, Hurricane Nicole, and Hurricane Idalia. THF also works at the direction of CFEC to assist with the F-ROC timeline. This includes the Disaster Readiness Assessment, Abatement Plan, and Post Disaster Assessment.

# Qualifications

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## Similar Completed Projects

The following is a list of relevant clients that the firm has served as the prime contractor that is comparable in quality and Scope of Work.

Mr. John Mcalpine, Finance and Accounting Director

**Florida Department of Military Affairs**

82 Marine Street, St. Augustine, Florida 32084

Phone: (904) 823-0203

Email: john.m.mcalpine3.nfg@mail.mil



### Project Description:

Pre-Audit Services for FEMA Reporting for Hurricane Michael, Dorian, Sally, Ian, Nicole, and all Covid-19-related disasters. THF has assisted DMA with all disaster-related project worksheets and project obligations since 2019. To date, THF has been able to recover \$17 million in disallowed costs from FEMA.

### Total dollar amount of Project:

\$860,000 is the amount of contracts received to date. THF's contract with the Florida Department of Military Affairs started on 12/2019, was renewed in 2022, and is currently ongoing.

### Key Staff:

Steve Stevens, Nicole Acosta, Brittany Bechtel

Mr. Kevin Guthrie, Executive Director

**Florida Division of Emergency Management**

2555 Shumard Oak Boulevard, Tallahassee, Florida 32399

Phone: (850) 815-4000

Email: kevin.guthrie@em.myflorida.com



### Project Description:

100% validation of sub-recipients for multiple counties across North Florida related to Hurricane Irma.

### Total Dollar Amount of Project:

THF has verified and validated \$900 million of disaster-related reimbursements to the State of Florida Applicants to date. Payout of \$900 million with actual fees to date of \$40 million.

### Key Staff:

Steve Stevens/Director, Nicole Acosta/Manager, Brittany Bechtel/Senior Consultant



# Qualifications

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## Similar Completed Projects Continued

Mr. Richard A. Collins, Director

### **Sarasota County Emergency Services**

1660 Ringling Boulevard, Sarasota, Florida 34236

Phone: (941) 861-5578

Email: rcollins@scgov.net



### **Project Description:**

THF is currently serving to assist Sarasota County with the Emergency Rental Assistance Program (ERAP). We have also assisted Sarasota County in the disbursement of CARES Funding. THF performed tasks including calculating award amounts and verifying and validating documents submitted by the Business, Individual, Arts, Human Services, and Medical applicants. Business Assistance reached the goal of \$44 million by December 22, 2020, and Individual Assistance reached \$7.2 million. THF assisted with disbursing a total amount of \$59,560,265.67 among the five programs, meeting the County's goal with no return in funding to the State of Florida Division of Emergency Management. The team assisted with 7,084 disbursements of over \$59 million to 2,939 applicants after validating 6,283 applications. The team included 28 on-site team members, from Junior Consultants to Principals from September 2020 through March 2021. While Sarasota CARES ended, THF continued to assist the County with another Federal program called ERAP. The current ERAP project is similar to TRIP as data is received, validated, and analyzed for eligibility.

### **Total Dollar Amount of Project:**

Sarasota received \$73 million from the State of Florida for CARES Act Funding. THF assisted with the disbursement of \$59,560,265.67. THF received \$3.2 million.

### **Key Staff:**

Steve Stevens, Nicole Acosta, Brittany Bechtel

## **HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

9/27/2023

(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?

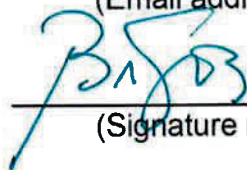
No ☒ Yes ☐

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: Thomas Howell Ferguson CPAs

localgov@thf-cpa.com

(Email address)



(Signature required)

Ben A. "Steve" Stevens III

(Print name)

Shareholder, Government Consulting Services

(Print title)

2615 Centennial Blvd, Ste 200, Tallahassee, FL 32308

(Address)

850-668-8100

(Phone)

850-668-8199

(Fax)

59-3186310

(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
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			

**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.**

## SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>23-TFG0218</b>	SOLICITATION TITLE: <b>Emergency Planning &amp; Grant Management</b>	DATE ISSUED: <b>August 30, 2023</b>	CONTRACT NO: <b>23-TFG0218</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins</b>		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604  Toni Brady Chief Procurement Officer</b>	

## SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <http://secure.procurenow.com/portal/hernandocounty>, **UNTIL 10:00 A.M., LOCAL TIME ON OCTOBER 2, 2023.** 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 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 **10:00 A.M. ON OCTOBER 2, 2023.** 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	Providing professional services to facilitate emergency planning, disaster recovery program management and hazard mitigation program management services on an as-needed basis (SEE ATTACHED SPECIFICATIONS)	XX	XX	XX	\$ _____

## 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

**Thomas Howell Ferguson P.A. CPAs**

Company Name **2615 Centennial Blvd, Ste 200**

Address **Tallahassee Florida 32308**

City **State Zip Code**

**850-668-8100 850-668-8199 localgov@thf-cpa.com**

Phone Number Fax Number Email Address

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:

BIDDER'S SIGNATURE



OFFER DATE

**9/21/2023**

## AWARD

(TO BE COMPLETED BY COUNTY)


REVIEWED FOR LEGAL SUFFICIENCY: 8/21/2023	LR NO.: 2023-491	BY: Melissa Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <b>HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS 1525 EAST JEFFERSON STREET BROOKSVILLE, FL 34601</b>		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:
SIGNATURE:		AWARD DATE:

## Convicted or Discriminatory Vendor List Statement

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Company/Firm: Thomas Howell Ferguson P.A. CPAs  
By:  Date: 9/27/2023  
Authorized Signature  
Title: Shareholder, Government Consulting Services

#### Instructions for Certification

1. Certifies the company/firm are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the federal department or agency;
2. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this document; and
4. have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the above is unable to certify to any of the statements in this certification, then the company/firm shall attach an explanation to this agreement.



## 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 \$10,000 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

Thomas Howell Ferguson P.A. CPAs

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

\* First Name:

Steve

Middle Name:

\* Last Name:

Stevens

Suffix:

\* Title:

Shareholder, Government Consulting Services

\* SIGNATURE:



\* DATE:

9/27/2023

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB  
0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: Thomas Howell Ferguson P.A. CPAs * Street 1: 2615 Centennial Blvd Street 2: Suite 200 * City: Tallahassee State: Florida Zip: 32308 Congressional District, if known:		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>		
<b>6. * Federal Department/Agency:</b> N/A	<b>7. * Federal Program Name/Description:</b> CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix: * First Name: N/A Middle Name: * Last Name: N/A Suffix: * Street 1: Street 2: * City: State: Zip:		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix: * First Name: N/A Middle Name: * Last Name: N/A Suffix: * Street 1: Street 2: * City: State: Zip:		
<b>11. Information requested</b> 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 flier 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: Steve Middle Name: * Last Name: Stevens Suffix: Title: Shareholder, Government Consulting Services Telephone No.: 850.521.3149 Date: 4/27/2023 Completed on submission to Grants.gov		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## **Disadvantaged Business Enterprise (DBE) Affirmation Statement**

Prime Contractor/Prime Consultant: Thomas Howell Ferguson P.A. CPAs

Telephone Number: 850-668-8100

Address: 2615 Centennial Blvd, Ste 200, Tallahassee, FL 32308

I hereby certify that the above stated contractor/consultant is a (select one):

☐ DBE

☒ Non-DBE

### **Subcontractor Services List**

Please list all subcontractors for services:

• Company Name: Mauldin & Jenkins

Telephone Number: 941.747.4483

Address: 1401 Manatee Avenue West, Suite 1200, Bradenton, FL 34205

The above company named is a (select one):

☐ DBE

☒ Non-DBE

• Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

The above company named is a (select one):

☐ DBE

☐ Non-DBE



### GOOD FAITH EFFORTS

The County is committed to supplier diversity in the performance of all contracts associated with Federal and State funding projects. The County requires the Bidder/Contractor to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises in accordance with applicable laws.

The Bidder/Contractor is required to submit documentation upon request to the County to reflect the affirmative action steps taken to utilize minority owned and women owned and small business enterprises in the work and the intended use of these companies in the work.

The Bidder/Contractor is required to include in their bid documentation that the Bidder has carried out these affirmative steps for Disadvantaged, Minority and Disabled Veterans Business Enterprise participation as follows:

- 1) Included qualified Disadvantaged, Minority and Disabled Veterans Business Enterprise on solicitation lists.
- 2) Solicited Disadvantaged, Minority and Disabled Veterans Business Enterprise whenever they are potential sources.
- 3) Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by Disadvantaged, Minority and Disabled Veterans Business Enterprise.
- 4) Where feasible, established delivery schedules which will encourage participation by Disadvantaged, Minority and Disabled Veterans Business Enterprise.

The following websites are provided to assist Bidder/Contractor with Affirmative steps.

i. U.S. Small Business Administration

<http://dsbs.sba.gov/dsbs/>

ii. Florida Department of Transportation, Equal Opportunity Office

<http://www.dot.state.fl.us/equalopportunityoffice/>

iii. <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

iv. Florida Office of Supplier Diversity

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

Bidder/Contractor will be responsible for participating in these affirmative steps and providing documentation to that effect. County will be responsible to verify/certify it has obtained and reviewed documentation from the apparent lowest, responsive, responsible bidder demonstrating a good faith effort to facilitate Disadvantaged, Minority and Disabled Veterans Business Enterprise participation in this contract.

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.



Authorized Signature

9/27/2023

Date

Ben A. "Steve" Stevens III

Name (Printed)

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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Thomas Howell Ferguson P.A. CPAs

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

\* First Name:

Steve

Middle Name:

\* Last Name:


Stevens

Suffix:

\* Title:

Shareholder, Government Consulting Services

\* SIGNATURE:



\* DATE:

9/27/2023

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Telephone Number: \_\_\_\_\_

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

The above company named is a (select one):

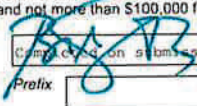
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☐ Non-DBE

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB  
0348-0046

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<b>6. * Federal Department/Agency:</b> N/A	<b>7. * Federal Program Name/Description:</b>  CFDA Number, if applicable:	
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<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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<http://dsbs.sba.gov/dsbs/>

ii. Florida Department of Transportation, Equal Opportunity Office

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iii. <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

iv. Florida Office of Supplier Diversity

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

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By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.



Authorized Signature

9/27/2023

Date

Ben A. "Steve" Stevens III

Name (Printed)

# Equipment and Facilities List

---

**1. Tallahassee Office**

- a. 2615 Centennial Blvd., Ste. 200, Tallahassee, Florida 32308

**2. Tampa Office**

- a. 201 E. Kennedy Blvd., Ste 1111, Tampa, Florida 33602

# Key Personnel List

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## Primary Contact

Steve Stevens, Nicole Acosta, Brittany Bechtel, John Beall, and Chris Smith will serve as your primary contacts. This ensures that you will always be able to get in contact with a leader of this engagement team when needed.

**Steve Stevens, Engagement Shareholder**

**Nicole Acosta, Senior Manager**

**Brittany Bechtel, Manager**

**John Beall, Manager**

**Chris Smith, Consultant**

*During normal business times, 25 full-time employees will be available to assist as needed.*



# Qualifications

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## Similar Completed Projects

The following is a list of relevant clients that the firm has served as the prime contractor that is comparable in quality and Scope of Work.

Mr. John Mcalpine, Finance and Accounting Director

**Florida Department of Military Affairs**

82 Marine Street, St. Augustine, Florida 32084

Phone: (904) 823-0203

Email: john.m.mcalpine3.nfg@mail.mil



### Project Description:

Pre-Audit Services for FEMA Reporting for Hurricane Michael, Dorian, Sally, Ian, Nicole, and all Covid-19-related disasters. THF has assisted DMA with all disaster-related project worksheets and project obligations since 2019. To date, THF has been able to recover \$17 million in disallowed costs from FEMA.

### Total dollar amount of Project:

\$860,000 is the amount of contracts received to date. THF's contract with the Florida Department of Military Affairs started on 12/2019, was renewed in 2022, and is currently ongoing.

### Key Staff:

Steve Stevens, Nicole Acosta, Brittany Bechtel

Mr. Kevin Guthrie, Executive Director

**Florida Division of Emergency Management**

2555 Shumard Oak Boulevard, Tallahassee, Florida 32399

Phone: (850) 815-4000

Email: kevin.guthrie@em.myflorida.com



### Project Description:

100% validation of sub-recipients for multiple counties across North Florida related to Hurricane Irma.

### Total Dollar Amount of Project:

THF has verified and validated \$900 million of disaster-related reimbursements to the State of Florida Applicants to date. Payout of \$900 million with actual fees to date of \$40 million.

### Key Staff:

Steve Stevens/Director, Nicole Acosta/Manager, Brittany Bechtel/Senior Consultant



# Qualifications

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## Similar Completed Projects Continued

Mr. Richard A. Collins, Director

### **Sarasota County Emergency Services**

1660 Ringling Boulevard, Sarasota, Florida 34236

Phone: (941) 861-5578

Email: rcollins@scgov.net



### **Project Description:**

THF is currently serving to assist Sarasota County with the Emergency Rental Assistance Program (ERAP). We have also assisted Sarasota County in the disbursement of CARES Funding. THF performed tasks including calculating award amounts and verifying and validating documents submitted by the Business, Individual, Arts, Human Services, and Medical applicants. Business Assistance reached the goal of \$44 million by December 22, 2020, and Individual Assistance reached \$7.2 million. THF assisted with disbursing a total amount of \$59,560,265.67 among the five programs, meeting the County's goal with no return in funding to the State of Florida Division of Emergency Management. The team assisted with 7,084 disbursements of over \$59 million to 2,939 applicants after validating 6,283 applications. The team included 28 on-site team members, from Junior Consultants to Principals from September 2020 through March 2021. While Sarasota CARES ended, THF continued to assist the County with another Federal program called ERAP. The current ERAP project is similar to TRIP as data is received, validated, and analyzed for eligibility.

### **Total Dollar Amount of Project:**

Sarasota received \$73 million from the State of Florida for CARES Act Funding. THF assisted with the disbursement of \$59,560,265.67. THF received \$3.2 million.

### **Key Staff:**

Steve Stevens, Nicole Acosta, Brittany Bechtel

## References

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### Peace River Electric Cooperative, Inc.

A Touchstone Energy® Cooperative 

1. **Business Name**
  - a. Peace River Electric Cooperative
2. **Reference Contact**
  - a. Debbie Davis
3. **Reference Address**
  - a. PO Box 1310 / 210 Metheny Rd, Wauchula, Florida 33873
4. **Reference Phone No.**
  - a. 863.767.4694
5. **Reference Email Address**
  - a. Debbie.davis@preco.coop
6. **Project Name**
  - a. FEMA Disaster Consulting
7. **Project Location**
  - a. Wauchula
8. **Contract Project Manager**
  - a. John Beall
9. **Site Superintendent**
  - a. N/A
10. **Contract Amount**
  - a. \$340,000.00
11. **Date Project Commenced**
  - a. June 2022
12. **Date of Substantial Completion**
  - a. Ongoing
13. **Date of Final Completion**
  - a. Ongoing
14. **Description of Work Performed**
  - a. THF works at the direction of PRECO to assist in the FEMA reimbursement process for damage incurred by COVID-19, Hurricane Ian, Hurricane Nicole, and Hurricane Idalia. THF also works at the direction of PRECO to assist with the F-ROC timeline. This includes the Disaster Readiness Assessment, Abatement Plan, and Post Disaster Assessment.

## References

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1. **Business Name**
  - a. Florida Department of Military Affairs
2. **Reference Contact**
  - a. Jack McAlpine
3. **Reference Address**
  - a. 82 Marine Street, St. Augustine, Florida 32084
4. **Reference Phone No.**
  - a. 904.823.0203
5. **Reference Email Address**
  - a. john.m.mcalpine3.nfg@army.mil
6. **Project Name**
  - a. FEMA Disaster Consulting
7. **Project Location**
  - a. St. Augustine, FL
8. **Contract Project Manager**
  - a. Brittany Bechtel
9. **Site Superintendent**
  - a. N/A
10. **Contract Amount**
  - a. \$860,000.00
11. **Date Project Commenced**
  - a. December 2019
12. **Date of Substantial Completion**
  - a. Ongoing
13. **Date of Final Completion**
  - a. Ongoing
14. **Description of Work Performed**
  - a. Comprehensive Grants Management for FEMA Public Assistance Reimbursement Process.

## References

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**Central Florida Electric  
Cooperative, Inc.**

~ YOUR POWER PARTNER ~

1. **Business Name**
  - a. Central Florida Electric Cooperative
2. **Reference Contact**
  - a. Shelby Allen, CPA
3. **Reference Address**
  - a. 11491 NW 50th Avenue, Chiefland, Florida 32626
4. **Reference Phone No.**
  - a. 352.493.6907
5. **Reference Email Address**
  - a. sallen@cfec.com
6. **Project Name**
  - a. FEMA Disaster Consulting
7. **Project Location**
  - a. Chiefland, FL
8. **Contract Project Manager**
  - a. John Beall
9. **Site Superintendent**
  - a. N/A
10. **Contract Amount**
  - a. \$62,200.00
11. **Date Project Commenced**
  - a. September 2021
12. **Date of Substantial Completion**
  - a. Ongoing
13. **Date of Final Completion**
  - a. Ongoing
14. **Description of Work Performed**
  - a. THF works at the direction of CFEC to assist in the FEMA reimbursement process for damage incurred by COVID-19, Hurricane Ian, Hurricane Nicole, and Hurricane Idalia. THF also works at the direction of CFEC to assist with the F-ROC timeline. This includes the Disaster Readiness Assessment, Abatement Plan, and Post Disaster Assessment.

## **HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

9/27/2023

(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?

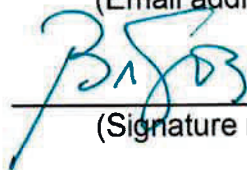
No ☒ Yes ☐

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: Thomas Howell Ferguson CPAs

localgov@thf-cpa.com

(Email address)



(Signature required)

Ben A. "Steve" Stevens III

(Print name)

Shareholder, Government Consulting Services

(Print title)

2615 Centennial Blvd, Ste 200, Tallahassee, FL 32308

(Address)

850-668-8100

(Phone)

850-668-8199

(Fax)

59-3186310

(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
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			

**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.**

## Convicted or Discriminatory Vendor List Statement

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Company/Firm: Thomas Howell Ferguson P.A. CPAs  
By:  Date: 9/27/2023  
Authorized Signature  
Title: Shareholder, Government Consulting Services

#### Instructions for Certification

1. Certifies the company/firm are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the federal department or agency;
2. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this document; and
4. have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the above is unable to certify to any of the statements in this certification, then the company/firm shall attach an explanation to this agreement.



# *State of Florida*

## *Department of State*

I certify from the records of this office that THOMAS HOWELL FERGUSON P.A. is a corporation organized under the laws of the State of Florida, filed on June 18, 1993.


The document number of this corporation is P93000043229.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 21, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of February,  
2023*



  
*Secretary of State*

Tracking Number: 8631832144CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Thomas Howell Ferguson, P.A.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 2615 Centennial Boulevard, Suite 200	Requester's name and address (optional)
6 City, state, and ZIP code Tallahassee, FL 32308	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	9	-	3	1	8	6	3	1 0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Armita C Sunday*

Date ►

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*