

## SOLICITATION - OFFER - AWARD


SOLICITATION NO: <b>25-TF00952/JC</b>	SOLICITATION TITLE: <b>Disaster Debris Monitoring</b>	DATE ISSUED: <b>March 19, 2025</b>	CONTRACT NO: <b>25-TF00952/JC</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Brian Hawkins, Chairman Jerry Campbell, Vice Chairman John Allocco, Second Vice Chairman Steve Champion Ryan Amsler</b>		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer</b>	

### SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <a href="http://secure.procurenow.com/portal/hernandocounty">http://secure.procurenow.com/portal/hernandocounty</a> , ON <b>APRIL 21, 2025</b> . 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 <b>10:00 A.M. ON APRIL 21, 2025</b> . PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.					
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the DISASTER DEBRIS MONITORING, as described in the specifications.  (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXXX	\$ <u>3,484,217.00</u>

### OFFER

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

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN <b>Ninety (90) DAYS</b> 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: <u>2</u> % 10 CALENDAR DAYS <u>1</u> % 20 CALENDAR DAYS <u>5</u> % <u>30</u> CALENDAR DAYS			
BIDDER'S INFORMATION		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
Thompson Consulting Services, LLC		BIDDER'S SIGNATURE	
Company Name			
2601 Maitland Center Parkway			
Address			
Maitland FL 32751			
City State Zip Code		OFFER DATE	
407-792-0018 407-878-7858 info@thompsoncs.net		4/21/2025	
Phone Number Fax Number Email Address			

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 02/11/2025	LR NO.: 2025-80-1	BY: Melissa Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO:		
Hernando County Department of Public Works 1525 E. Jefferson Street Brooksville, FL 34601		
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:		
SIGNATURE: Brian Hawkins, Chairman		AWARD DATE:

# DISASTER DEBRIS MONITORING

25-TF00952/JC

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604



County of Hernando  
Disaster Debris Monitoring

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## 1. SOLICITATION

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

Jerry Campbell, Vice Chairman

John Allocco, Second Vice Chairman

Steve Champion

Ryan Amsler

**SUBMIT BID OFFER TO:**

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 a.m., LOCAL TIME ON Monday, April 21, 2025. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, April 21, 2025. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

**Procurement Contact Information:**

Julie Crull, Contracting Agent

(352) 754-4020

[jcrull@co.hernando.fl.us](mailto:jcrull@co.hernando.fl.us)



## 2. INTRODUCTION

### 2.1. ADVERTISEMENT OF BID

#### INVITATION TO BID

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

SOLICITATION # 25-TF00952/JC

FOR

Disaster Debris Monitoring

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are qualified, experienced, and licensed to provide Disaster Debris Monitoring Consulting Services within Hernando County, Florida

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, April 21, 2025, via Hernando County Procurement's [eProcurement Portal](#). Only electronic submittals through the eProcurement portal shall be accepted by the County.

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

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

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

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

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

Pursuant to Florida Statutes 119.071 sealed bids, proposals or replies received by an agency pursuant to a competitive Solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

#### NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this Solicitation before submission of your response. Your method of contact for this solicitation is the Q&A Tab in the County's [eProcurement Portal](#).

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

##### NON-MANDATORY PRE-BID CONFERENCE:

- A. A Non-Mandatory Pre-Bid Conference will be held Wednesday, March 26, 2025 at 10:00 am at the Hernando County Department of Public Works, 1525 E. Jefferson St., Brooksville, FL 34601.

### **3. AWARD**

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Department of Public Works

1525 E. Jefferson St.

Brooksville, Florida 34601

## 4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

### 4.1. DEFINITION OF TERMS

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

- A. **ADMS:** Automated Debris Management System
- B. **BEACH SAND:** Gulf of Mexico beach sand which contains fragments of sea shell mixed with quartz crystals making a colorful light brown mix. Shells and sand are smooth and polished from years of wind and water abrasion.
- C. **BIDDER:** The dealer/manufacturer, Vendor/Contractor or business organization submitting a bid to the County in response to this solicitation. Sometimes referred to as “proposer” or “respondent”.
- D. **BOCC:** The Hernando County Board of County Commissioners, the duly elected governing board of the County.
- E. **C&D:** Construction and Demolition debris including, but not limited to concrete block, steel, glass, brick, etc.
- F. **CHANGE ORDER:** The written order issued by the County, County Designated Representative or Engineer, to the Vendor/Contractor and signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract or an adjustment in the contract price or contract time, after the effective date of the signed contract.
- G. **CHIPPING:** Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.
- H. **CITIZENS DISPOSAL SITE (CDS):** Temporary Debris Storage Site(s), located at various points within the County for the gathering, storage of debris related to a severe weather event or any other natural or manmade disaster or emergency, designated specifically for Citizen’s to bring collected vegetative debris. HTW and C&D debris will NOT be accepted at these sites.
- I. **COLLECTION COORDINATOR:** Hernando County Public Works Director or designee.
- J. **CONSULTANT(S):** The Consultant(s) which have been awarded a contract by the County to oversee and monitor the activities of the Contractor(s) as the agent of the County, consistent with FEMA guidelines.
- K. **CONSULTANT(S) PROJECT MANAGER:** The individual with the overall responsibility of monitoring the Contractor(s) disaster recovery and debris management (removal services) activities.

- L. **CONTRACT:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.
- M. **CONTRACTOR(S):** The Contractor(s) which have been awarded a Contract by the County to manage and remove debris within the geographic boundaries of Hernando County, Florida.
- N. **CONTRACTOR(S) REPRESENTATIVE:** The trained and qualified individual assigned to work in and physically located during entire Alpha and Bravo shifts in the EOC. This individual represents and coordinates the CONTRACTOR(s) working in the field and reports to the Infrastructure Branch Director who will be a designee of the Director of Public Works.
- O. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- P. **DDMP:** Disaster Debris Management Plan
- Q. **DEBRIS, BURNABLE:** Scattered items and materials either broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property. These items are considered burnable.
- R. **DEBRIS CLEARANCE:** Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.
- S. **DEBRIS DISPOSAL:** Placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center.
- T. **DEBRIS MANAGER (DM):** The Hernando County Public Works Director or designee.
- U. **DEBRIS REMOVAL:** Picking up debris and taking it to a temporary storage site or permanent landfill.
- V. **DRRA:** Disaster Recovery Reform Act
- W. **ELECTRONIC WASTE (E-WASTE):** Loosely discarded, damaged, obsolete or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions and microwaves.
- X. **ELIGIBLE DEBRIS:** All debris resulting from the incident required to be removed, hauled and disposed of as defined by FEMA. As determined by FEMA 325, Public Assistance Debris Management Guide, means debris resulting from a Presidentially-declared disaster where removal, as determined by the Director of Public Works or his designee, is in the public interest because it is necessary to:
  - 1. eliminate immediate threats to life, public health and safety;
  - 2. eliminate immediate threats of significant damage to improved public or private property;

3. ensure the economic recovery of the affected community to the benefit of the community at large.
- Y. **EOC:** Emergency Operations Center, located in Hernando County, Florida at location(s) designated by the County.
- Z. **EPA:** Environmental Protection Agency
- AA. **ESF 3:** Emergency Support Function No. 3 – Public Works and Engineering.
- BB. **FDEM:** Florida Division of Emergency Management.
- CC. **FDEP:** Federal Department of Environmental Protection.
- DD. **FDOT:** Florida Department of Transportation.
- EE. **FEDERAL AID ELIGIBLE ROADS:** Roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.
- FF. **FEMA:** Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.
- GG. **FFWC:** Florida Fish and Wildlife Conservation Commission.
- HH. **FHWA:** Federal Highway Administration.
- II. **F.S.:** Florida Statutes; version in effect on the effective date of the contract, unless otherwise indicated.
- JJ. **GARBAGE:** Waste that is regularly picked up by a solid waste hauler. Example: food, plastics, wrapping, papers.
- KK. **GOVERNMENT DEBRIS MANAGEMENT SITES:** Any site approved by the County for debris collection and/or reduction, including TDSRS's and Citizen Disposal Sites.
- LL. **HAZARDOUS WASTE:** Material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):
  1. Toxic
  2. Flammable
  3. Corrosive
  4. Reactive
- MM. **HOUSEHOLD HAZARDOUS WASTE:** - Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):

1. Toxic
2. Flammable
3. Corrosive

4. Reactive Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.

NN. **HTW:** Hazardous and/or Toxic Waste including, but not limited to mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, bio-hazardous material, any oil or fuel not intended to be used or recycled, etc.

OO. **INCIDENT:** Each disaster for which a Notice to Proceed is issued. In the event of multiple incidents occurring during ongoing recovery operations, the Contractor(s) will not be paid for mobilization unless additional TDSRS's are required due to the subsequent incident.

PP. **LSA:** Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.

QQ. **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.

RR. **MONITORING CONSULTANT(S):** The Consultant(s) under Contract with the County to provide oversight and management of disaster recovery and debris removal Contractor(s).

SS. **MULCH:** The end product of the chipping or grinding of wood products.

TT. **NFIP:** National Flood Insurance Program

UU. **NON-BURNABLE DEBRIS:** Includes, but is not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products, trailer parts, household appliances, or uncontaminated soil.

VV. **NRSC:** Natural Resource Conservation Service

WW. **NTP:** Notice to Proceed, official written notice from the County Administrator or designee instructing the Consultant(s) to proceed with disaster recovery and debris removal activities as specified.

XX. **OWNER:** Hernando County Board of County Commissioners (County).

YY. **PIO:** Public Information Officer

- ZZ. **PUBLIC OPENING:** The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.
- AAA. **RECYCLING:** The recovery and reuse of metals, soils, and construction materials that may have a residual monetary value.
- BBB. **ROW:** Right of Way, including the land to which the County has title, or right of use, for the road and its structures and appurtenances.
- CCC. **SD:** Substantial Damage
- DDD. **SFHAs:** Special Flood Hazard Areas
- EEE. **SHALL:** This will be an interchangeable term used to indicate either a mandatory element or a bidder capability element of the Bid which the County may or may not utilize at their option given the depth and scope of each disaster impact to the County.
- FFF.**SI:** Substantial Improvement
- GGG. **SOLICITATION:** This Invitation to Bid (“ITB”), Request for Proposals (“RFP”) or Request for Quotes (“RFQ”), whichever applies.
- HHH. **STORAGE SITE/TDSR:** A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill, recycling center, or other final disposal site.
- III. **STUMPS:** Tree stumps with base cut measurements less than two (2) feet in diameter will be disposed of with the same methods used for other burnable debris. Tree stumps larger than two (2) feet in diameter shall be disposed of by either splitting and burning or chipping/grinding. The method shall be at the discretion of the Contractor(s).
- JJJ. **TDSRS:** Temporary Debris Storage and Reduction Site(s), including citizen disposal site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.
- KKK. **TDMS:** Temporary Debris Management Sites
- LLL. **USACE:** United States Army Corps of Engineers
- MMM. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.
- NNN. **WHITE GOODS:** Including, but not limited to refrigerators, air conditioners, washing machines, electric or gas clothes dryers, electric or gas water heaters, etc.
- OOO. **WORK SITES:** Any location at which the Contractor(s) is delivering contract services under the Contract, including debris pickup sites and all approved Government Debris Management Sites.



#### 4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

#### 4.3. PREPARATION OF BID

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

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

submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

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

#### 4.4. [BID OPENING:](#)

Bids that are not received in a timely manner by this specific office through the eProcurement portal will not be accepted. Bids will be opened immediately after the date set for public opening and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

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

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

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's [County's eProcurement Portal Q&A Tab](#), prior to the date set for submittal and opening of the bids.
- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's [eProcurement Portal Q&A tab](#):. Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit <https://secure.procurenow.com/portal/hermandocounty> to insure they are aware of all addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified: Monday, March 31, 2025 at 5:00 p.m.
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

#### 4.6. COMMUNICATION

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

#### 4.7. WITHDRAWAL OF BIDS:

Bids may be withdrawn via the County's [eProcurement Portal](#) prior to the time set for public 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.

#### 4.8. BID PROTESTS:

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at <http://www.hernandocounty.us/home/showpublisheddocument/9013> . Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings. .

#### 4.9. FOREIGN COUNTRIES OF CONCERN

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

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

## 5. GENERAL CONDITIONS

### 5.1. CONTRACT PERIOD:

- A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- B. The period of the Contract shall extend for three (3) years from contract effective date.
- C. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for 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.
- 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.

### 5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

- A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.
- D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.

- E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

### 5.3. QUALIFICATION OF BIDDERS:

- A. This bid shall be awarded to responsive, responsible bidder(s), 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 seven (7) years.
  2. List of equipment and facilities available to do work.
  3. List of personnel, by name and title, contemplated to perform the work.
  4. Proof of Federal Emergency Management Agency (FEMA) Certification.
  5. Proof of U.S. Army Corps of Engineers (USACE) Certification.
- B. **Failure to submit this information may be cause for rejection of your bid.**

### 5.4. BID EVALUATION AND AWARD:

Bid evaluation will be based on price, conformance with specifications and the Bidder's ability and resources to perform the contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding. 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.

### 5.5. 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. The County anticipates awarding three (3) contracts, but may award more or fewer based upon the best interests of the County.

### 5.6. 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, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie

bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

- B. The County shall be the sole judge as to the relative merits of the bids received.
- C. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.
- D. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.
- E. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

#### 5.7. HOURS:

Work days and hours shall be directed by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management, following consultation and notification to consultant(s). Working hours on holidays shall be at the discretion of the County. (See attached 2025 Holiday Schedule.).

#### 5.8. DELIVERY AND ACCEPTANCE:

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

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

#### **5.9. 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.

#### **5.10. 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.

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

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

#### **5.12. NON-PERFORMANCE:**

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

- A. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the contract. The Chief Procurement Officer reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a period of twelve (12) months to twenty-four (24) months depending upon the severity of the default resulting in contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

### **5.13. ASSIGNMENT:**

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

### **5.14. PUBLIC ENTITY CRIMES:**

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

### **5.15. 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.

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

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

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

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



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

#### 5.18. TAXES:

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

#### 5.19. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

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

#### 5.20. 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, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by

jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

#### 5.21. TERMINATION:

##### A. Termination for Default:

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

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

#### 5.22. FISCAL NON-FUNDING

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

#### 5.23. 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.

#### 5.24. 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.

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

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

#### **5.26. 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.

#### **5.27. MAINTENANCE OF RECORDS:**

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

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

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

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

#### **5.28. PAYMENT:**

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: Hernando County, Department of Public Works, 1525 E. Jefferson Street, Brooksville, FL 34601.
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.
- D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74. 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.

#### **5.29. CONFLICT OF INTEREST:**

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-contracts, the language set forth in this paragraph prohibiting conflict of interest.

- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
  2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; 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 one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

#### 5.30. 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.

#### 5.31. E-VERIFY:

- A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote

the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

- B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
  - 1. The County's Procurement Department at (352) 754-4020: and
  - 2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
  - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
  - 2. Use the Social Security Number verification service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.
  - 3. Establish a written hiring and employment eligibility verification policy.
  - 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect

- fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
  6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
  7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
  8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE best practices contained in this article and, when practicable, incorporate the verification requirements in subcontractor agreements.
  9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
  10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
  11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
  12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

**5.32. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473:**

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide



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

### 5.33. 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.

#### **5.34. INSURANCE REQUIREMENTS (continued)**

PROFESSIONAL LIABILITY: including Errors and Omissions with minimum limits of \$1,000,000.00 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.

#### **5.35. 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.

#### 5.36. SAFETY PRECAUTIONS:

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

#### 5.37. 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.

#### 5.38. CONE OF SILENCE

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

for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation. B. Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

### 5.39. CLAIMS

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

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

#### 5.40. DISPUTE RESOLUTION:

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

## **6. SPECIAL CONDITIONS**

### **6.1. LICENSES AND PERMITS:**

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

### **6.2. PERFORMANCE**

- A. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than six (6) hours from receipt of notification. Bids which fail to meet this requirement shall be rejected.
- B. Failure of the awarded Consultant(s) to meet this performance requirement may result in default, immediate cancellation of the order or contract, and all other applicable remedies available to the County under State law.
- C. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.
- D. If said Consultant(s) shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay the County the sum extended by the County to contract for like services approved by the Procurement Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.
- E. The Consultant(s) shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.

### **6.3. CODES AND REGULATIONS:**

The awarded Consultant(s) must strictly comply with all Federal, State, and local building and safety codes.



#### 6.4. PROTECTION OF PROPERTY/SECURITY:

- A. The Consultant(s) shall ensure that all Vendor/Contractors provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- B. The Consultant(s) shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.
- C. The Consultant(s) will not hold Hernando County responsible and releases Hernando County from any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the Vendor/Contractor and stored on County property.

#### 6.5. PRICING-FFP

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

#### 6.6. PRICE ADJUSTMENT:

Written request for price adjustments may be made every 12 months at time of renewal and no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this contract. 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.

#### 6.7. 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 Consultant(s) shall commence performance of the work as specified.
- C. The Consultant(s) shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Department. If the Consultant(s) performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

#### 6.8. METHOD OF ORDERING:

The County will issue purchase orders against the contract on an as-needed-basis for the supplies or services listed on the Bid Form.

#### 6.9. 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. Consultant(s) agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

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

#### 6.10. REQUIREMENTS CONTRACT:

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

#### **6.11. ESTIMATED QUANTITIES:**

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

#### **6.12. 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 Consultant(s) who have already submitted bids and these items will be added to the low responsive and responsible Bidder's contract.

#### **6.13. SITE DAMAGE:**

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

#### **6.14. EQUIPMENT LIST:**

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

#### **6.15. JESSICA LUNDSFORD ACT:**

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

## 7. SCOPE AND SPECIFICATIONS

### 7.1. Project Background Information

#### **INTRODUCTION:**

- A. Hernando County, Florida (County) is seeking qualified, experienced and licensed firm(s) to provide Disaster Debris Monitoring Services, (further known as CONSULTANT(s)) for the County, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). Selected bidders are expected to be extremely knowledgeable of Federal Emergency Management Agency (FEMA), Federal Highway Administration (FWA), Florida Department of Transportation (FDOT), Natural Resource Conservation Service (NRCS), US Army Corps of Engineers (USACE) and any other governmental agency's regulations, guidelines and operational policies which are pertinent to post disaster debris collection, monitoring, and Stafford Act Public Assistance claims.
- B. The emphasis of this Invitation to Bid (ITB) is to ensure:
  - 1. Worker and public safety as a TOP PRIORITY of ALL operations;
  - 2. Effective coordination of ALL operations and how one interrelates to the other;
  - 3. Expedient and effective emergency movement of debris during the first seventy-two (72) hours post disaster, seeking to facilitate emergency ingress/egress of first responders, search and rescue, fire suppression, and law enforcement efforts;
  - 4. The County has every opportunity to maximize ALL governmental reimbursement programs and any time-line based incentive programs.
- C. This Invitation to Bid shall result in a Contract between the Bidder(s) and Hernando County.
- D. Successful Bidders to this ITB shall be prohibited from simultaneously engaging in a contractual relationship with the County where the Bidder is providing services of Debris Management (Removal Services).
- E. Selected CONSULTANT(s) shall support the County during a disaster recovery effort and shall be responsible for the overall monitoring of debris collections performed by the County's Disaster Debris Management (Removal Services) (further known as CONTRACTOR(s)) in accordance with the Stafford Act and FEMA policies and guidelines. CONSULTANT(s) shall coordinate with the County and the CONTRACTOR(s) to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines. Services shall include monitoring debris collections in the field, Temporary Debris Management Sites (TDMS) and residential debris drop off sites, as well as data reporting and other related services. CONSULTANT(s) shall monitor the County's CONTRACTOR(s) performance including suggestions and assistance with implementing recommendations to improve efficiency.

- F. The work shall begin upon a verbal Notice to Proceed (NTP) from the Director of Public Works, their designee, or the Hernando County Director of Emergency Management which shall be followed by a written authorization from the County. No guarantee of minimum or maximum amounts per bid item is made or implied by the County under this agreement. No adjustment to bid prices shall be considered due to the increases or decreases in estimated quantities.
- G. Within this Contract the term **shall** will be utilized as an interchangeable term used to indicate either a mandatory element or a Bidder capability element of the Contract which the County may or may not utilize at their option given the depth and scope of each disaster impact to the County.

**ASSIGNMENT:**

- A. Hernando County will assign utilizing lowest priced Contracted Service. If the Vendor/Contractor is unable to perform the service as requested, the Vendor/Contractor will notify the Hernando County Project Manager and Hernando County will assign the project to the next higher priced Vendor/Contractor.
- B. Hernando County reserves the right to assign projects to all awarded Vendor/Contractor(s) based upon the size and severity of the disaster or emergency situation.

**LOCATION OF THE WORK:**

The Consultant(s) will provide services at various locations throughout Hernando County, FL.

## **7.2. Performance Requirements**

**PERFORMANCE REQUIREMENTS:**

Project Manager and other key personnel shall report to the County's Emergency Operations Center (EOC) within six (6) hours of the NTP by the County or as otherwise determined by the County. Commencement of work shall begin no later than 24 hours of issuance of NTP

## **7.3. Technical Requirements**

**A. PROJECT MANAGEMENT AND PROCESS OVERSIGHT:**

- 1. Project management and process oversight activities shall include, but not be limited to, the following:
  - a. CONSULTANT(s) shall appoint a Project Manager, fluent in the English language, who shall be the County's primary point of contact and shall be responsible for all services and personnel that are provided by the CONSULTANT(s). The CONSULTANT(s) shall appoint a Project Manager for a minimum of one (1) year who will be fully knowledgeable with the scope and responsibilities of the Hernando County Recovery and Debris Management Plan(s).

- b. The CONSULTANT(s) shall be given a verbal Notice to Proceed (NTP) by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management followed by a written NTP. The Project Manager and other key personnel shall report to the County's Emergency Operations Center (EOC) within six (6) hours of the NTP by the County or as otherwise determined by the County. Commencement of work shall begin no later than 24 hours of issuance of NTP. It is the intent of the County to issue a NTP twenty-four (24) to thirty-six (36) hours prior to a storm event depending on the magnitude of the event and likelihood of impact in order to allow sufficient time to prepare for commencement of operations.
2. The Project Manager shall assist the County in developing a Debris Management Action Plan for the specific occurrence. CONSULTANT(s) may also be requested to assist in other debris recovery planning efforts such as identifying adequate TDMS, estimating debris quantities and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.
3. The Project Manager shall attend all meetings and briefings designated by the County. Daily meetings shall be conducted by the County with the CONSULTANT(s) and CONTRACTOR(s) along with other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve issues or concerns, and discuss progress of the debris recovery effort.
4. CONSULTANT(s) shall provide trained personnel to observe, direct, and document the activities of the CONTRACTOR(s). CONSULTANT(s) shall be responsible for scheduling work for all of its personnel on a daily basis. CONSULTANT(s) shall assist the County in coordinating work assignments for the CONTRACTOR(s).
5. CONSULTANT(s) shall monitor the CONTRACTOR(s) progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.
6. The CONSULTANT(s) and CONTRACTOR(s) shall be capable of being fully operational at the completion of the EMERGENCY "FIRST-PUSH"/ROAD CLEARANCE/aka: "CUT AND TOSS" completed within seventy-two (72) working hours immediately following the disaster event.
7. The CONTRACTOR(s) and County employees shall report to the Director of Public Works, or their designee, to obtain work orders and field monitors from the CONSULTANT(s) before work is commenced. CONSULTANT(s) shall prepare all project worksheets, right-of-way entry forms and any other required forms for the work group (CONSULTANT(s) CONTRACTOR(s), and county employees).
8. CONSULTANT(s) shall track and coordinate with Director of Public Works, their designee, or the Hernando County Director of Emergency Management to respond to problems in the

- field and address citizen complaints, including commercial or residential property damage claims as a result of the debris removal.
9. CONSULTANT(s) shall prepare FEMA worksheets and review worksheets with County staff and County consultants.
  10. CONSULTANT(s) shall establish a toll-free hotline and email address for county residents to report debris.
  11. CONSULTANT(s) shall establish a Citizen facing dashboard tracking for tracking Debris Operations. Dashboard to differentiate C&D debris from vegetative debris.

**B. CONSULTANT(S) PERSONNEL:**

1. CONSULTANT(s) shall employ, at its expense, all necessary qualified and trained personnel required to perform the services under this ITB. Consistent with federal grant requirements addressing actual conflict of interest, or an appearance or perception of such, personnel employed by the CONSULTANT(s) shall not be employees of or have any contractual relationships with the County or any of the County's existing CONTRACTOR(s).
2. CONSULTANT(s) shall have a professional staff with the knowledge, skills and training in order to monitor the disaster recovery process efficiently and effectively. Key staff shall demonstrate an extensive knowledge of FEMA, FHWA, NRCS, FDOT, FFWCC and other applicable federal, state or local agency laws, regulations and policies as required to fulfill this Scope of Work.
3. CONSULTANT(s) Project Manager shall have experience in the FHWA, FEMA and other applicable federal, state and local programs to assist the County in its disaster response and recovery efforts. Proper documentation by CONSULTANT(s) as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency. If necessary, CONSULTANT(s) personnel shall possess any licenses or certifications that are required by federal, state or local law in order to perform such services.
4. At the County's request, but no less than annually, CONSULTANT(s) shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. CONSULTANT(s) shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to, the Project Manager and Field Supervisors, must be approved by the County. The County retains the right to request personnel replacements.
5. CONSULTANT(s) staffing plan shall include the positions listed below. CONSULTANT(s) may use other positions as necessary and as approved by the County. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the Price Proposal Form, and provided herein as Exhibit A.

- a. Project Manager - Primary point of contact to the County; overall responsibility for all CONSULTANT(s) services and personnel.
  - b. Field Supervisor - Responsible for a crew of Field Monitors.
  - c. Field Monitor - Responsible for overseeing the CONTRACTOR(s)'s debris recovery activities and issuing load tickets.
  - d. TDMS Monitor - Responsible for recording the volume of debris brought to a TDMS by the CONTRACTOR(s).
  - e. Drop-Off Site Monitor - Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the CONTR
  - f. TDMS/Drop-Off Site Security - Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.
  - g. GIS Specialist - Responsible for coordinating GIS application with County GIS staff members.
  - h. Data Entry Clerk - Responsible for tracking, verifying and entering load tickets or managing electronic entries from handheld scanning devices/platforms.
6. CONSULTANT(s) and TDMS personnel must wear OSHA-required safety equipment whenever at a TDMS and must adhere to all County, CONSULTANT(s) CONTRACTOR(s) site safety requirements, whichever provides a greater level of worker protection. Field personnel shall be identifiable with personal identification, safety vests and vehicle placards.
- C. **TRAINING REQUIREMENTS AND EXERCISE PARTICIPATION:** At the County's sole option and at NO COST to the County, the Offeror(s) who are awarded contracts agree that by making a submission to this Bid they will:
1. Physically meet with Hernando County Emergency Management in their offices in the month of May of each year for the purposes of pre-hurricane season coordination.
  2. Within six (6) months of acceptance of this agreement and annually in the month of May thereafter, all CONSULTANT(s) will participate in the development, maintenance, and annual review of the County Debris Management Plan. As a result of this effort, the CONSULTANT(s) shall further submit annually to the County their policies and procedural plan of its anticipated operations developed from the information contained in the County Debris Management Plan. At a minimum the CONSULTANT(S) plan shall provide detailed communications and information dissemination strategies, as well as how operations will be coordinated and accomplished, and thereby resulting in a signed agreement between the County and the CONSULTANT(s).
  3. Participate in the county's annual hurricane exercise as the "debris CONSULTANT(s)". As part of this exercise, the CONSULTANT(s) participation may include functional or full scale



exercises. However, the CONSULTANT(s) will not be expected to provide anything other than realistic simulated participation. During any such exercise(s) the CONTRACTOR(s) shall include CONTRACTOR(s) provided training in the use of its data management system.

4. ALL CONTRACTOR(s) will be required to have at least one representative physically present in the Emergency Operations Center (EOC) during the referenced exercises above, as well as subsequent to a Notice to Proceed (NTP) in actual disaster activations. These representatives shall be required to provide and demonstrate proof of certified training which is current with FEMA National Incident Management System (NIMS) standards for those working in an EOC.

**D. MOBILIZATION AND PERFORMANCE SCHEDULE:**

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

**E. ANNUAL CONSULTATION WITH COUNTY:**

1. At the option of the County, CONSULTANT(s) shall provide the following annual services for the annual payment as bid by the CONSULTANT(s) and contained herein:
  - a. At the County's option, CONSULTANT(s) shall attend up to three meetings annually for disaster event planning.
  - b. At the County's option, CONSULTANT(s) shall attend, participate and facilitate annual meetings and/or training with the County.
  - c. CONSULTANT(s) shall prepare and present a Hernando County specific written plan of operations, including a clear description of their strategic plan to accomplish this cope of Work, number of and specific personnel positions to be utilized, their qualifications, reporting relationships, individual duties, and methods to verify task completion and

rectify issues which may arise. Consultant(s) may subcontract duties and tasks and shall provide a list to the County annually of the SUB-CONSULTANT(s) it intends to engage.

- d. CONSULTANT(s) shall annually review and visit with County staff the TDMS to be used during the coming year.
- e. CONSULTANT(s) shall provide phone consultations and reference information to County staff upon request.

**F. MEDIA INTERACTION:**

- 1. The CONSULTANT(s), including all SUB-CONSULTANT(s) , will not provide any information to the media without the expressed written permission of the Director of Public Works, their designee, or the Hernando County Director of Emergency Management, Emergency Management Director, or designated Public Information Officer (PIO). This includes on site interviews requested from any media outlet.
- 2. All inquiries by a member of the media shall be directed to the County PIO, and those from any elected official shall be directed to the Director of Public Works. The CONSULTANT(s) shall ensure this guidance is disseminated to all employees and all SUB-CONSULTANT(s) on this project.

**G. CADAVER RECOVERY AND IDENTIFICATION:**

- 1. Cadaver recovery and identification may be required during response operations. Crews shall strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members. The following guidelines shall be followed while working in ALL areas and/or sectors in which cadaver recovery is necessary:
  - a. Each crew leader is responsible for watching the debris pile and identifying any potential human remains. If found or suspected, the crew leader shall immediately stop work in the area and notify the DM, who shall be responsible for notifying appropriate law enforcement representatives in the Emergency Operations Center, and immediately follow with an appropriate notification to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management. The crew shall remain at the site until released by the authority having jurisdiction.
  - b. All crew members are forbidden from discussing the location, status, composition, sex, and especially the name of the deceased. Any individual found to be passing this information on about what they have seen shall be immediately dismissed from the job. Proper next of kin notification procedures shall be conducted by the responsible authority.

**H. SAFETY:**

1. CONSULTANT(s) shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. CONSULTANT(s) shall provide such safety equipment, training and supervision as may be required by the County and/or other governmental regulations. CONSULTANT(s) shall ensure that its subcontracts contain an equivalent safety provision.
2. The CONTRACTOR(s) shall be solely responsible for pedestrian and vehicular safety and control within the assigned workspace and shall provide the necessary warning devices, barricades, and other devices necessary to meet federal and local requirements. At a minimum, one flag person shall be posted at each loading site to direct traffic.
3. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the Director of Public Works, their designee, or the Hernando County Director of Emergency Management and is coordinated with appropriate departments. Traffic control is the responsibility of the CONTRACTOR(s) and shall be accomplished in conformance with local traffic codes.
4. CONTRACTOR(s) shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at the temporary debris staging sites. The CONTRACTOR(s) shall comply with all federal, state, and local safety regulations.
5. The traffic control personnel and equipment shall be in addition to the personnel and equipment required for debris removal and hauling.
6. The CONTRACTOR(s) shall erect proper barricades, signs, and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal.
7. Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

**I. CONSULTANT(S) RESPONSIBILITIES AND EXPECTATIONS:**

1. **OTHER AGREEMENTS:** The County may be required to enter into agreements with Federal and/or State agencies for disaster relief. CONSULTANT(s) shall be bound by the terms and conditions of such Agreements, regardless of the additional burdens of compliance. The County shall provide CONSULTANT(s) with a copy of any applicable agreements.
2. **CONSULTANTS) CONDUCT OF WORK:** CONSULTANT(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Consultant(s) personnel and SUB-CONSULTANT(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons.
3. **SUPERVISION BY CONSULTANT(S):** CONSULTANT(s) shall supervise and/or direct all contracted services performed by its employees, agents and SUB-CONSULTANT(s).

CONSULTANT(s) is solely responsible for all means, methods, techniques, safety and other procedures. CONSULTANT(s) shall employ and maintain a qualified Project Manager at the work site(s) who shall have full authority to act on behalf of CONSULTANT(s).

4. **CONSULTANT(S) CONDUCT AND SELF-SUFFICIENCY:** CONSULTANT(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All CONSULTANT(s) personnel and SUB-CONSULTANT(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons. The CONSULTANT(s) shall ensure that its work force, including SUB-CONSULTANT(s), maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.
5. **MULTIPLE, SCHEDULED PASSES:** CONTRACTOR(s) shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the County. The County shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County. The Contractor(s) shall document the completion of all passes based on the direction from the County and shall provide this documentation to the County on the frequency requested by the County.
6. **"CLEAN AS YOU GO" POLICY:** The CONTRACTOR(s) shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations. The CONTRACTOR(s) shall exercise care so as not to generate litter during the removal process. The CONTRACTOR(s) shall clean up loose material in the immediate vicinity of the right-of-way. The CONTRACTOR(s) shall be responsible for the repair of any collateral damage caused to private or public property.
7. **DAMAGES BY VENDOR/CONTRACTOR(S):** CONTRACTOR(s) shall be responsible for conducting all operations, whether contemplated by this agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. CONTRACTOR(s) shall also be responsible for any damages due to the negligence of its employees and SUB-CONTRACTOR(s). CONTRACTOR(s) shall report such damage to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management in writing within 24 hours. Should any property be damaged due to negligence on the part of the CONTRACTOR(s), the County may either bill CONTRACTOR(s) for the damages, withhold funds due to CONTRACTOR(s), or the CONTRACTOR(s) may also repair all damage to the satisfaction of the County. The determination of whether "negligence" has occurred shall be made by the County.

- a. The CONTRACTOR(s) shall be legally responsible for damage to public and private property while performing duties outlined in these specifications.
- b. The CONTRACTOR(s) shall notify the Director of Public Works, their designee, or the Hernando County Director of Emergency Management of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.
- c. All areas throughout the County where debris removal is accomplished and there is damage due to the CONTRACTOR(S) operations, the CONTRACTOR(S) shall be responsible for returning those areas to their original condition. All damages to pavement, sidewalk, curbs or any other infrastructure shall be repaired or restored to the satisfaction of the County.
- d. The CONTRACTOR(s) shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR(s) or any SUB-CONTRACTOR(s) actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.
- e. The CONTRACTOR(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to their activities. Such costs may include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; and third party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with Federal or local environment laws and regulations or nuisance statutes by CONTRACTOR(s), their SUB-CONTRACTOR(s), or any other persons, corporations, or legal entities retained by the CONTRACTOR(s) under this contract.
- f. The Director of Public Works, their designee, or the Hernando County Director of Emergency Management or Debris Monitor shall have the right to require the selected CONTRACTOR(s) to redo any work that is not done satisfactorily and in accordance with the requirements and specifications stated herein.
- g. Such work needing to be redone shall be performed promptly and at no additional cost to the County, either during or after the expiration of the resulting agreement.
- h. The CONTRACTOR(s) is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the CONTRACTOR(s), such property shall be restored by the CONTRACTOR(s) at their expense to a condition similar or equal to that existing before such damage or injury, or the CONTRACTOR(s) shall repair such damage in a manner acceptable to the

Director of Public Works, their designee, or the Hernando County Director of Emergency Management.

- i. Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the CONTRACTOR(s), the CONTRACTOR(s) shall consult the proper utility agency and homeowner and the Director of Public Works, their designee, or the Hernando County Director of Emergency Management immediately notified.
8. **WORK DAYS/HOURS:** Work days and/or work hours shall be as directed by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management following consultation and notification to CONSULTANT(s). Working hours on holidays shall be at the discretion of the County.
  9. **CERTIFICATIONS:** The CONTRACTOR(s) shall adhere to the process for certification of personnel and vehicles, to include the following:
    - a. **Certification of Vehicles and Load Capacity:**
      - i. CONTRACTOR(s) shall ensure that all equipment is certified in accordance with most current County/County procedures. After a disaster, the County, or their designated representative, shall begin the equipment certification at a pre-designated site, or at staging areas established by the CONTRACTOR(s).
      - ii. All CONTRACTOR(s) and SUB-CONTRACTOR(s) trucks shall have valid registrations, insurance and meet basic operational criteria including but not limited to tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.
      - iii. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck shall receive two (2) placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver shall be provided up to two (2) copies of the certification sheet for the CONTRACTOR(s) and SUB-CONTRACTOR(s) records.
    - b. **Certification of Personnel:** The CONSULTANT(s) shall certify to the County that all CONSULTANT(s) and SUB-CONSULTANT(s) personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the County, the CONSULTANT(s) shall provide documentation certifying the adequacy of the training, experience and capabilities of all CONSULTANT(s) and SUB-CONSULTANT(s) personnel, to include but not be limited to the following:

- i. Senior management personnel of the CONSULTANT(s) assigned to implement work authorizations pursuant to this agreement shall participate, upon request, in training and briefing sessions held by representatives of the County.
  - ii. Senior, supervisory personnel of the CONSULTANT(s) and all SUB-CONSULTANT(s) thereto shall have received training in debris management and the implementation of the National Incident Management System.
  - iii. Personnel assigned by the CONSULTANT(s) as responsible for data management, invoicing and other documentation duties shall be trained in the data management concepts and approaches to be used by the County.
  - iv. Vehicle and equipment operators shall be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
  - v. Upon their deployment for field operations, all CONSULTANT(s) and Sub-CONSULTANT(s) personnel shall be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.
- c. **Field Collection Monitoring:** In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include but not be limited to the following:
  - i. CONSULTANT(s) shall provide qualified competent personnel to serve as Field Monitors and Field Supervisors, all of whom shall have an accredited high school diploma or GED as a minimum level of formal education. The primary function of Field Monitors is to verify that debris picked up by the CONTRACTOR(s) recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris, either by hardcopy ticket or approved electronic format. Field Supervisors shall coordinate, oversee, verify for accuracy and completeness, and be held responsible for all the work performed by the Field Monitors under their supervision.
  - ii. CONSULTANT(s) shall train all Field Monitors and Field Supervisors prior to reporting to Hernando County for assigned duties and shall place a training emphasis that ensures proper FEMA documentation protocol requirements are instituted and followed. CONSULTANT(s) shall equip all Field Monitors and Field Supervisors with vehicle transportation and technology including cameras, computers, cellular phones, tablets, handheld scanners, GPS devices and other equipment as deemed necessary and/or appropriate.
  - iii. CONSULTANT(s) shall have Field Monitors stationed at designated Choke Points.



- iv. CONSULTANT(s) shall also have roving Field Monitors that shall observe CONTRACTOR(s) operations to ensure that only Eligible Debris is removed from the areas designated by the County and the Presidentially-declared disaster area and to verify the proper loading and compaction of debris recovery equipment. Photographs of debris shall be taken as directed by the County and/or FEMA to verify the source and type of debris for reimbursement purposes. GPS coordinates and other location data may also be required. Trucks that are observed collecting material outside of the County or Presidentially-declared disaster area within the County limits or collecting other ineligible debris shall have all loads hauled that day deducted for billing and reimbursement purposes and all load tickets shall be invalidated.
- v. If a Field Monitor finds that the CONTRACTOR(s) work is not performed as specified by the County and/or complies with local, state, or federal (FEMA) requirements for debris collection activities, the Field Monitor must immediately initiate a stop work order (*process to be developed by the County, CONSULTANT(s), and CONTRACTOR(s)*) and notify the Field Supervisor and CONSULTANT(s) Project Manager. All stop work orders must be documented and reported immediately to the Director of Public Works or their designee.
- vi. Field Monitors shall survey their assigned areas for issues or needs that would be described as unusual or out of the ordinary for the county, and record detailed information, including GPS and photo documentation, specific location, specific threat and any special circumstances regarding but not limited to the following: Hazardous Stumps and leaning trees (leaners), as well as a random sampling of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material needed to fill the resulting hole. Field Monitors shall also document, in detail, removal of Hazardous Stumps, leaners and hangers.
- vii. Field Monitors shall be empowered to enforce the County's Clean-As-You-Go policy in regards to the CONTRACTOR(s) fulfilling their Scope of Work.
- viii. CONSULTANT(s) shall provide adequate Site Monitors for each TDMS. The approved TDMS locations identified by the County for use shall be provided to the CONSULTANT(s) and CONTRACTOR(s) annually. The County reserves the right to add, remove or change TDMS locations are needed at the sole discretion of the County.
- ix. CONSULTANT(s) shall be prepared to begin accepting debris at the TDMSs within 12 hours of notice from the Director of Public Works or their designee.
- x. TDMS Monitor responsibilities shall include but not be limited to the following:



- I. Ensure all loads of debris hauled to the TDMS site by the CONTRACTOR(s) and all loads of debris exiting the site are documented with properly completed load tickets. By completing the load ticket, the Site Monitor certifies that all information on the document is complete and accurate, including load volumes.
- II. Photograph loads of debris, as directed by the County or FEMA, and record load information with the photograph.
- III. Compile all load tickets and provide copies to the CONTRACTOR(s) in a format acceptable to the County and the collector's designated personnel.
- IV. Obtain and verify the CONTRACTOR(s)'s fleet documentation. CONSULTANT(s) shall obtain from the CONTRACTOR(s) such documentation, including the make, model, license plate number, collector equipment number, measured and validated maximum volume in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris and any other information necessary (including photographs) to comply with FEMA requirements. The measured volume shall be calculated from the actual physical measurement performed by the CONTRACTOR(s) and the reported volume shall be the same as shown on signs affixed to each piece of equipment.
- V. Certify all debris vehicles at the TDMS beginning no later than 24 hours after the storm passes. CONSULTANT(s) shall update the fleet documents as the CONTRACTOR(s) adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. CONSULTANT(s) shall provide a methodology to the Director of Public Works or their designee to periodically and randomly perform volume capacity County verifications of recovery vehicles. It shall be documented that ALL vehicles have been randomly checked at least once weekly and shall never be checked at the same location (i.e. choke points, TDMS locations, or points of collection) twice in a row.
- VI. Verify that all CONTRACTOR(s) equipment has been completely emptied prior to leaving the TDMS.
- VII. Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe to operate with secured sideboards and tailgates.
- xi. CONSULTANT(s) shall provide or arrange for field operations trailers and generators at all TDMSs for exclusive use by their staff and County staff designated to monitor recovery efforts.
- xii. CONSULTANT(s) shall provide Site Monitors for each Residential Drop-Off Site. Drop-Off Site Monitor responsibilities shall include, but not be limited to the following:

- I. Ensure that only County residents are using the site, validating identification and address via driver's license, property tax statements, utility billing or other method acceptable to and approved by the County. If an individual is not a resident, it shall be the Site Monitor's responsibility to inform the individual of such in a professional and courteous manner, and provide them options within their own home county, or in other given situations how they can manage their debris as directed by the County.
  - II. Assist with communicating to residents the proper handling and disposal practices and with disseminating information via flyers, electronic media and social networking applications as approved by the Contract Manager.
  - III. Maintain a daily chronological record of the names, addresses, signatures, and method of identification accepted of ALL eligible site users and the type and quantity of debris brought to the site.
  - IV. Record and provide a copy of the completed load tickets in a format acceptable to the CONTRACTOR(s) so removal of debris is coordinated for removal from the Drop-Off Site.
  - V. Photograph debris, as directed by the County, to verify the source and type of debris.
- xiii. CONSULTANT(s) shall be responsible for the following items at all TDMS and Drop-Off Sites:
- I. Verify that all sites have access control and security.
  - II. Monitor the type of debris entering the sites, classify debris by FEMA protocols (including separation for recyclable materials that may be diverted from the waste stream such as metals) and ensure each type of waste is placed in its proper location.
  - III. Assist with coordinating the logistics of the site to ensure safe and efficient traffic flow.
  - IV. Conduct periodic safety inspections to ensure the CONTRACTOR(s) is complying with safety regulations such as utilizing spotters, maintaining appropriate vehicle spacing buffers, properly controlling traffic and wearing proper protective equipment (PPE).
  - V. Be responsible for the end-of-day activities such as ensuring all operations have ceased for the day (as applicable) and all sites are closed and secured.
  - VI. Report safety or other hazards to the Director of Public Works or their designee.

J. **DOCUMENTATION MANAGEMENT AND SUPPORT:**

1. **ADMS (Automated Debris Management System)** Per FEMA's Public Assistance Debris Monitoring Guide, policy document 327, advances in automated debris management tracking systems can now provide real-time, automated tracking and reporting for disposal and hauling activities. FEMA supports these advances and recognizes the benefits of these automated systems.
2. CONSULTANT(s) shall ensure applicable agency acceptability and provide electronic load tickets and/or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies which shall track and document the removal and management of all Eligible Debris. It shall continually be the responsibility of the CONSULTANT(s) to ensure that ALL load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies.
3. CONSULTANT(s) shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the County; these shall be turned over to the County at the end of each daily operational period. Copies of completed load tickets shall also be retained by the CONSULTANT(s), CONTRACTOR(s) vehicle driver, SUB-CONSULTANT(s) and the County. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck load and corresponding load ticket.
4. CONSULTANT(s) shall document all recovery work to ensure that proper records are maintained for load tickets and recover costs for state and federal reimbursement purposes. During the first seventy-two (72) hours following a Presidentially-declared disaster, this may require documenting CONTRACTOR(s) activity and uses of manpower and equipment in order to document time and material reimbursements. This shall also include photographs, GPS locations and/or any other means of confirming EMERGENCY "FIRST-PUSH" / ROAD CLEARANCE/aka: "CUT AND TOSS" activities, as well as any actual debris loaded and moved to staging for disposal; the emphasis of this effort shall be to maximize information and documentation for legally allowable state and federal reimbursement.
5. CONSULTANT(s) shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certification, project records, photos and manifests, and any other pertinent data necessary to support, maximize, and reduce the chances of contested state and federal (FEMA), reimbursements and any subsequent audits. CONSULTANT(s) shall take the lead, assisting the County in preparing reports necessary for reimbursement by FEMA, FHWA, and any other applicable state federal, or other applicable providers.
6. CONSULTANT(s) shall provide daily reports throughout the disaster and recovery efforts, including updates for the daily operations briefing or other such meetings, reports on the review and validation of the CONTRACTOR(s), cubic yard/tonnage reports providing for the

number of trucks and volumes (cubic yard/tonnage) of debris received at each TDMS as well as a total for all TDMS(s), and a final closeout report following completion of debris recovery operations.

7. CONSULTANT(s) shall ensure that the processing of federal (FEMA) funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring accuracy of invoices, payroll, monitoring information reports, ADMS data, vehicle certifications and operating data.
8. CONSULTANT(s) shall ensure all operations and deliverables that they, the CONTRACTOR(s), and the County produce are in full compliance with FEMA 327 Public Assistance Debris Monitoring Guide.
9. CONSULTANT(s) shall retain documentation including financial and program records, and any change orders necessary to justify all charges and costs incurred in performing the work for at least three years following final payment by the County as FEMA sub-grantee as required by FEMA 322 Public Assistance Guide. The County shall have access to such records and documents as required for the purpose of inspection or audit.
10. CONSULTANT(s) shall cooperate with all other CONSULTANT(s) and CONTRACTOR(s) in providing information as requested in a timely manner and in the specified format. Any and all documents, records, disks, photographs, original drawings, or other information is and shall become the physical property of the County for its use and/or distribution as may be deemed appropriate by the County.
11. The CONSULTANT(s), in coordination with the CONTRACTOR(s) shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for hand-written and scanned tickets. The ADMS features shall include, but are not limited to, the following:
  - a. Paperless, electronic (handheld device) load ticket generation and data collection,
  - b. Debris vehicle certification data capture,
  - c. Encrypted and secure field data transfer,
  - d. Accessible secure database for government and Disaster Debris Collector use. Database will be internet accessible by Disaster Debris Collector, County, State, Federal and other public entities as authorized by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management,
  - e. Minimal manual entry of load ticket data fields,
  - f. Automation of debris pick-up locations through the use of GPS technologies,
  - g. Evaluation of daily event staging using web-based reporting and GIS tools,

- h. Coordination of Disaster Debris Collector invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system,
- i. CONTRACTOR(s) shall use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.

12. CONSULTANT(s)

shall provide electronic load tickets (or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies) to track and document the removal and management of all Eligible Debris. CONSULTANT(s) shall ensure that the load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. CONTRACTOR(s) shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the County, which shall be turned over to the County daily. Copies of completed load tickets shall also be retained by the CONTRACTOR(s), vehicle driver, SUB-CONTRACTOR(s) and the Disaster Debris Collector. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck and ticket (load).

- 13. Complete and submit to the County on FEMA approved disposal tickets, field inspection reports, and other data requested to provide substantiation for FEMA and State reimbursement. The CONTRACTOR(s) shall submit samples of truck certification form, disposal/load ticket, and signage for SUB-CONTRACTOR(s) vehicles.
- 14. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- 15. Maintain a database of the tickets and supporting documentation that is accessible via the internet for each event and make the web portal available for 90 days after final invoice is processed by the County after the event. CONTRACTOR(s) and CONSULTANT(s) shall retain the data per FEMA requirements. The data management system shall be established and accessible 48 hours before an event and reactivated as necessary for scheduled training activities.
- 16. **Reports, Certifications and Documentation:** CONSULTANT(s) shall submit periodic, written reports in a format required by the County documenting the progress of debris removal and disposal. These reports may include, but are not limited to:
  - a. **Daily Reports:** Daily reports shall detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. CONSULTANT(s) shall also report damages to private property caused by the debris operation or damage claims

made by citizens and such other information as may be required to completely describe the daily conduct of CONTRACTOR(s) operations within twenty-four (24) hours.

- b. **Weekly Summaries:** A summary of all information contained in the daily reports as described in item A above, within two (2) days of the close of the week. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data shall include: Collection CONTRACTOR(s), load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name/number, TDSR location, tower monitor name, debris materials categorization, and location of collection, e.g., ROW, Canal, Public Park, etc.
- c. **Report Delivery:** The scheduling, point of delivery and receiving personnel for the debris operations report shall be directed by the County, in consultation with CONSULTANT(s).
- d. **Data Reconciliation:** Reconciliation of data shall be accomplished weekly between the CONTRACTOR(s) and the County's representative. All discrepancies shall be resolved within five (5) business days.
- e. **Final Project Closeout:** Upon final inspection and/or closeout of the project by the County, CONSULTANT(s) shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the CONSULTANT(s), plus the total cost of the project invoiced to the County. The CONSULTANT(s) shall provide, upon request of the County and no later than project closeout, a release of liens demonstrating that all SUB-CONSULTANT(s) to the CONSULTANT(s) have been fully paid. Agreement shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County and/or government. Final project reconciliation shall be approved by the County.

K. **SPECIFIC SERVICES:**

- 1. Upon request by the Director of Public Works or their designee, CONSULTANT(s) shall provide aerial (UAV derived) photographs of debris sites. Geo-located photographs and/or video shall be of a high resolution and clear, containing reference boundaries for location identification. CONSULTANT(s) may have to take several photographs/videos to produce one photograph of adequate quality that encompasses the entire debris site. If the photographs delivered are not of sufficient quality, as determined by the Director of Public Works or their designee, the County shall not be obligated to pay for the related expenses. If the CONSULTANT(s) and County agree, photographs may be retaken at the CONSULTANT(s) expense. Photographs/videos shall be delivered to the County in hardcopy and electronic

format acceptable to the County, and done so within five business days of request, weather permitting.

2. CONSULTANT(s) shall provide other related services as requested by the County. Such services may include but are not limited of the following:
  - a. Perform damage assessments to determine areas impacted, quantities of debris, and types of debris generated.
  - b. Assist the County in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
  - c. Provide training to County staff as directed by the Director of Public Works, their designee, or the Director of Emergency Management.
  - d. Be prepared with appropriate equipment, vehicles, staffing and supervisors to oversee cleaning and disposal of debris from beaches, marshlands, canals and waterways.

**L. ROLE AND RESPONSIBILITY OF DEBRIS MONITORING CONSULTANT(S):**

1. The County may employ the services of a debris monitoring CONSULTANT(s) to provide oversight of the CONTRACTOR(S) operations. In this capacity, the CONSULTANT(s) shall act as the County's agent and has authority to act on its behalf, to ensure debris transported is eligible, is quantified correctly and is routed to minimize costs for transportation. The authorities vested in the monitor and a resolution process will be outlined when a Notice to Proceed (NTP) is issued.
2. The CONTRACTOR(s) shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the CONTRACTOR(s) personnel and equipment shall be the responsibility of the CONTRACTOR(s). Additionally, the CONTRACTOR(s) shall pay for all materials, personnel, taxes, and fees necessary to perform the work.
3. The county designated Collection Coordinator will be the final authority for resolution of issues.

**M. CLAIMS RESOLUTION:**

1. The CONSULTANT(S) shall respond in writing to each claimant within fourteen (14) calendar days after claim is lodged with a copy to the County's designated representative. All claims shall be resolved by the CONTRACTOR(S) within thirty (30) calendar days after submission.
2. Each CONSULTANT(S) will submit all resolved claims to the County's designated representative. The CONTRACTOR(S) report to the County's designated representative must attest to the following:

- a. To the best of the CONTRACTOR(s) knowledge all data offered by the claimant must support that the claim is accurate and complete;
  - b. The claims amount accurately reflects the claimant's actual incurred costs;
  - c. Records of all claims including photos shall be provided in a spread sheet and submitted every thirty (30) days to include all paid claims, all outstanding claims and if any claim is over thirty (30) days, a reason for its delay;
  - d. The CONTRACTOR(s) shall pay no claims unless a valid claim was submitted to the County's designated representative.
- N. **LOAD TICKETS AND TRUCK CERTIFICATIONS:** The CONSULTANT(S) will supply a standard load ticket and a standard truck certification document for use during the performance of the contract. Samples shall be provided with the ITB response.
- O. **OVERTIME LABOR RATES:** Overtime labor rates shall be paid in accordance with U.S. Department of Labor standards.
- P. **RESTRICTION OF EQUIPMENT AND PERSONNEL:** While equipment and personnel are assigned to work under this Contract, such equipment and personnel cannot be used for any other debris management services within Hernando County.

#### 7.4. Additional Services

The following services may be required during any phase of a disaster or to support a localized incident. The County may require the Consultant(s) to provide the following services:

- A. **Emergency Potable Water:** The Vendor/Contractor(s) shall provide the County with whole pallets of individually bottled drinking water. The County shall instruct the Vendor/Contractor(s) as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. This may include public distribution of this water. The Vendor/Contractor(s) shall be reimbursed at a fixed rate for this service.
- B. **Emergency Delivery of Ice:** The Vendor/Contractor(s) shall provide the County with whole pallets of cubed ice made from potable water in individually packaged sacks of seven (7) pounds. The County shall instruct the Vendor/Contractor(s) as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. This may include public distribution of these commodities. The Vendor/Contractor(s) shall be reimbursed at a fixed rate for this service.
- C. **Temporary Bathrooms:** The Vendor/Contractor(s) shall provide portable toilets/port-o-lets including regularly scheduled maintenance, pick-up and disposal as may be necessary. The Vendor/Contractor(s) shall be reimbursed at a fixed rate for this service.



- D. **Temporary Shower Trailers:** The Vendor/Contractor(s) shall provide portable shower facilities, including regularly scheduled maintenance, pick-up and disposal as may be necessary. The Vendor/Contractor(s) shall be reimbursed at a fixed rate for this service.
- E. **Temporary Laundry Trailers:** The Vendor/Contractor(s) shall provide portable laundry facilities, including regularly scheduled maintenance, pick-up and disposal as may be necessary. The Vendor/Contractor(s) shall be reimbursed at a fixed rate for this service.
- F. **Temporary Satellite Communications:** The Vendor/Contractor(s) shall provide one or multiple portable satellite phones and a minimum of 1.2-meter satellite uplink/downlink (minimum 5 mbps uplink/20 mbps downlink) communications capable of voice, text messaging, data transfer and Internet access for use by County personnel in the event of failure of other communications systems at one or multiple locations. The units shall be rented/leased to the County and shall be fully equipped and maintained by the Vendor/Contractor(s). The units shall be fully operational upon delivery to the County, without further action by the County. The Vendor/Contractor(s) shall be reimbursed at a fixed rate for this service.
- G. **Logistics and Planning Activities:**
1. The County may require Logistical and Planning Support during any phase of a disaster or to support a localized incident. As a reminder- this portion of the Bidders Bid submission shall be considered separately and not reflected in the cost proposal in Section 10 - Pricing Proposal. Part IV shall be computed based on a twelve (12) hour day.
- H. **FEMA DRRA 1206 Compliance and Building Code/Floodplain Management Enforcement:**
1. Substantial Improvement/Substantial Damage (SI/SD) Determinations:
    - a. Assessment Responsibilities:
      - i. Conduct SI/SD assessments in designated Special Flood Hazard Areas (SFHAs) to determine if structures meet the FEMA-defined thresholds for substantial improvement or substantial damage.
      - ii. Use Hernando County's Substantial Damage/Improvement Estimate tool to calculate and document repair and improvement costs against market values.
      - iii. Ensure compliance with FEMA's 50% rule for SI/SD determinations, and assess structures based on accurate cost estimates and market value assessments.
    - b. Data Collection and Reporting:
      - i. Gather and document all relevant data for SI/SD determinations, including property appraisals, cost estimates, photos, and elevation data.
      - ii. Maintain organized records for each assessment and submit findings to the county in a timely manner for review and final determination.

2. Permitting Administration and Code Compliance:
  - a. Application Review and Processing:
    - i. Review and process permit applications for structures within SFHAs, ensuring compliance with Hernando County's floodplain management ordinances and applicable building codes.
    - ii. Verify the completeness of each permit application, including supporting documents like affidavits, elevation certificates, and cost breakdowns.
    - iii. Collaborate with Hernando County's planning and zoning officials to apply county ordinances accurately and thoroughly.
  - b. Code and Ordinance Compliance:
    - i. Ensure that all repair, renovation, and reconstruction work complies with local building codes, floodplain regulations, and NFIP standards.
    - ii. Enforce regulations pertaining to substantial improvements, such as elevation requirements, utility protection, and construction methods.
3. Inspection and Monitoring:
  - a. On-Site Inspections:
    - i. Perform field inspections on properties undergoing SI/SD evaluations and on projects permitted within flood hazard areas.
    - ii. Verify that all work complies with permit terms, local ordinances, and FEMA requirements. Document any issues of non-compliance and report them to Hernando County's building officials.
  - b. Compliance Monitoring:
    - i. Conduct routine follow-up inspections to monitor ongoing construction and ensure compliance throughout the project duration.
    - ii. Document all inspection results, corrective actions taken, and any necessary stop-work orders.
4. Documentation and Recordkeeping:
  - a. Record Management:
    - i. Maintain comprehensive records for all activities, including SI/SD determinations, permit applications, and inspections, following FEMA's documentation requirements.

- ii. Store records digitally, organized for easy retrieval in compliance with federal and local record retention policies, ensuring accessibility for audits by FEMA and NFIP representatives.
  - b. Data Entry and Reporting:
    - i. Upload documentation and records to Hernando County's Public Assistance Grants Portal or other designated systems in line with FEMA's requirements for DRRRA 1206.
    - ii. Ensure all entries are accurate, complete, and submitted within established deadlines to support Hernando County's eligibility for FEMA reimbursements.
- 5. Training and Coordination with County Staff:
  - a. Initial Training and Orientation:
    - i. Attend a training session to understand specific county protocols, NFIP standards, and FEMA's DRRRA 1206 compliance requirements.
    - ii. Familiarize with the county's procedures for using permitting software, inspection tools, and Substantial Damage/Improvement Estimate tool.
  - b. Ongoing Coordination:
    - i. Participate in regular status meetings with Hernando County officials to provide updates, address challenges, and receive guidance on complex cases.
    - ii. Act as a liaison with county floodplain administrators and FEMA representatives as needed for policy clarifications, audit support, or technical assistance.
- 6. Qualifications and Experience Required for Contractors:
  - a. Demonstrated experience with SI/SD assessments, NFIP regulations, and FEMA Public Assistance program requirements.
  - b. Familiarity with building codes, floodplain management ordinances, and FEMA guidance such as the Substantial Improvement/Substantial Damage Desk Reference.
  - c. Proficiency in using Damage Estimator tools for SI/SD determinations.
  - d. Strong knowledge of local ordinance enforcement, permitting processes, and construction inspection.

## **8. FEDERAL - Federal Emergency Management Agency Required Terms**

The below Affirmations will need to be completed by awardee if a Task Order/Contract is funded through the Federal Emergency Management Agency.

### **8.1. DHS Seal, Logo, and Flags**

The County must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

### **8.2. Compliance with Federal Law Regulations and Executive Orders**

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

### **8.3. 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 recipient or subrecipient, Consultant, or any other party pertaining to any matter resulting from the contract.

### **8.4. Program Fraud and False or Fraudulent Statements or Related Acts**

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

### **8.5. Access to Records**

The following access to records requirements shall apply to this transaction:

- A. The Consultant 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 Consultant which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Consultant agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with section 1225 the Disaster Recovery Reform Act of 2018, Hernando County and the Consultant acknowledge and agree that no language in this document is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 8.6. Remedies

Any violation or breach of terms of this contract on the part of the Consultant or the Consultant's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Consultant or the Consultant's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

## 8.7. Termination for Cause and Convenience

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

## 8.8. Equal Employment Opportunity

During the performance of this contract, the Consultant agrees as follows:

**(1)** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

**(4)** The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the

said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter such litigation to protect the interests of the United States. The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal

opportunity clause as may be imposed upon Consultants and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **8.9. Contract Work Hours and Safety Standards Act**

**(1) Overtime requirements.** No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant 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 (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

**(5) Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to

discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any Consultant of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

#### **8.10. Rights to Inventions Made Under a Contract or Agreement**

Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply.

#### **8.11. Clean Air Act and Federal Water Pollution Control Act**

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

The Consultant 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.

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

##### **Federal Water Pollution Control Act**

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

The Consultant 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.

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

#### **8.12. Suspension and Debarment**

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



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

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

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

### **8.13. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352. Consultants who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used 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 who in turn will forward the certification(s) to the federal agency.

### **8.14. Procurement of Recovered Materials**

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

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

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **8.15. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

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

**(b) Prohibitions.**

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

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

- i.** Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii.** Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii.** Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv.** Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**(c) Exceptions.**

**1)** This clause does not prohibit Consultants from providing:

- i.** A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii.** Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

- i.** Covered telecommunications equipment or services that:
  - a.** Are not used as a substantial or essential component of any system; and
  - b.** Are not used as critical technology of any system.
- ii.** Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

**(d) Reporting requirement.**

**1)** In the event the Consultant 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 Consultant is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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

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

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

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

#### **8.16. Domestic Preferences for Procurements**

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

#### **8.17. Changes**

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

#### **8.18. Socioeconomic Contracting**

The Consultant is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)- (5) to ensure small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible.

### **8.19. Providing Good, Safe Jobs to Workers**

Creating Good Jobs. Pursuant to FEMA Information Bulletin No. 520, the Consultant will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the Consultant commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The Consultant acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

### **8.20. Buy Clean**

Hernando County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, Hernando County encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

### **8.21. Build America, Buy America Act**

Consultants and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to Hernando County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Consultants and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Consultants and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA.

## 9. FEDERAL - Required Terms and Conditions for All Federally Funded Contracts - General

The below will need to be completed by awardee if a Task Order/Contract is funded through Federal Funding.

### 9.1. FEDERAL TERMS AND CONDITIONS APPLICABLE TO THIS CONTRACT

This Contract is or may become fully or partially Federally Grant funded. To the extent applicable, Consultant shall comply with the clauses as enumerated below. Consultant shall adhere to all grant conditions as set forth in the requirements of the associated grants, which have been made available to Consultant, as well as all applicable Federal laws, rules, and regulations. Including, but not limited to, those set forth below, as well as those listed herein, which are incorporated herein by reference:

- 2 CFR. 25.110
- 2 CFR Parts 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- Executive Orders 12549 and 12689
- 41 CFR s. 60-1(a) and (d)
- Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

If Consultant cannot adhere to or objects to any of the applicable federal requirements, Consultant's proposal may be deemed unresponsive. The provisions in this Exhibit are supplemental and in addition to all other provisions within the Contract/Procurement. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the Contract/Procurement, the terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant award used to fund the goods and/or services to be provided under this Contract/Procurement, the terms and conditions of the federal grant funding award shall control.

### 9.2. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182)

Consultant must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

### 9.3. Conflict of Interest (2 CFR § 200.112)

Consultant must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts, which may be found in the Hernando County Procurement Department Policies and Procedures Manual. The Hernando County Procurement Department Policies and Procedures Manual is available at <https://www.hernandocounty.us/home/showpublisheddocument/9115/638531821729130000> . All Consultants shall familiarize themselves with such policies.

#### **9.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733)**

Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract. The Consultant must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

#### **9.5. Utilization of Minority and Women's Firms (M/WBE) (2 CFR § 200.321)**

The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when obtaining suppliers and subcontracting work to be performed under this contract, in accordance with 2 CFR 200.321. Affirmative steps must include:

- (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6)** Requiring prime Consultants, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

Prior to contract award, the Consultant shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity)
- Florida Department of Transportation
- Minority Business Development Center in most large cities and
- Local Government M/DBE programs in many large counties and cities

#### **9.6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5)**

- A. Overtime requirements: No Consultant 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 (b)(1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Consultant 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 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 (b)(1).
- C. Withholding for unpaid wages and liquidated damage:
1. Withholding Process: The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Consultant so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Consultant or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime Consultant, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime Consultant (as defined in § 5.2). The necessary funds may be withheld from the Consultant under this contract, any other federal contract with the same prime Consultant, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime Consultant, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Consultant liability for which the funds were withheld.
  2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
    - a. A Consultant's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    - b. A contracting agency for its procurement costs;
    - c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Consultant, or a Consultant's bankruptcy estate;

- d. A Consultant's assignee(s);
  - e. A Consultant's successor(s); or
  - f. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- D. Subcontracts: The Consultant or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime Consultant, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- E. Anti-retaliation: It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - 1. Notifying any Consultant of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
  - 2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
  - 3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
  - 4. Informing any other person about their rights under CWHSSA or this part.
- F. The Consultant or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- G. Records to be maintained under this provision must be made available by the Consultant or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the



Department of Labor, and the Consultant or subcontractor will permit such representatives to interview workers during working hours on the job.

#### 9.7. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended)

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

The Consultant 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.

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

#### 9.8. Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689)

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

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

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

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

Consultant certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Consultant now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Consultant agrees to accomplish this verification by:

- A. Checking the System for Award Management at website: <http://www.sam.gov>;
- B. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein;

- C. Inserting a clause or condition in the covered transaction with the lower tier contract.

#### 9.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Consultants who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used 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 who in turn will forward the certification(s) to the federal agency.

#### 9.10. License and Delivery of Works Subject to Copyright and Data Rights (2 CFR 200.315(b))

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

#### 9.11. Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247)

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

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

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Consultant should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

### 9.12. Access to Records and Reports

The Consultant 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

### 9.13. Federal Changes

Consultant shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract/any awarded contract.

### 9.14. Safeguarding Personal Identifiable Information (2 CFR § 200.82)

Consultant will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

### 9.15. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)

The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

### 9.16. Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H))

Consultant shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

### 9.17. Trafficking Victims Protection Act (2 CFR Part 175)

Consultant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Consultant from

(1) engaging in severe forms of trafficking in persons during the period of time that this Contract/resulting contract is in effect;

(2) procuring a commercial sex act during the period of time that this Contract/resulting contract is in effect; or

(3) using forced labor in the performance of the contracted services under this contract/a resulting contract. This Contract/resulting contract may be unilaterally terminated immediately by County for Consultant's violating this provision, without penalty.

#### **9.18. Domestic Preference For Procurements (2 CFR § 200.322)**

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

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

#### **9.19. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216)**

- A. Definitions: As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause.
- B. Prohibitions:
  - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2. Unless an exception in paragraph (c) of this clause applies, the Consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - b. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - c. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

- d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- C. Exceptions:
  - 1. This clause does not prohibit Consultants from providing:
    - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - 2. By necessary implication and regulation, the prohibitions also do not apply to:
    - a. Covered telecommunications equipment or services that:
      - i. Are not used as a substantial or essential component of any system; and
      - ii. Are not used as critical technology of any system.
    - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- D. Reporting requirement:
  - 1. In the event the Consultant 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 Consultant is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - 2. The Consultant shall report the following information pursuant to paragraph (d)(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 paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or

recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

#### **9.20. Federal Agency Seals, Logos and Flags**

The Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

#### **9.21. 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, Consultant, or any other party pertaining to any matter resulting from a resulting contract.

#### **9.22. Occupational Safety and Health Act of 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **9.23. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246**

During the performance of this Contract, the Consultant agrees as follows:

**(1)** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause;

**(2)** The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin;

**(3)** The Consultant will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

**(4)** The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

**(5)** The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.;

**(6)** In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.;

**(7)** Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### **9.24. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401)**

Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply.

#### **9.25. Record Retention (2 CFR § 200.33)**

Consultant will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333



#### 9.26. Termination for Default (Breach or Cause)

If Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

#### 9.27. Termination for Convenience

The contract/awarded contract may be terminated by the County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Consultant shall be paid only for that work satisfactorily performed for which costs can be substantiated.

#### 9.28. Enhanced Whistleblower Protections (41 U.S.C. § 4712)

An employee of the Consultant and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

#### 9.29. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170)

In accordance with FFATA, the Consultant shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

#### 9.30. Federal Awardee Performance and Integrity Information System (FAPIIS)( The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII))

The Consultant shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.



### 9.31. [Never Contract With The Enemy \(2 CFR Part 183\)](#)

Consultant must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

## **10. PRICING PROPOSAL**

### **ITB NO.25-TF00952/JC. - Disaster Debris Monitoring**

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.



County of Hernando  
Procurement Department  
Carla Rossiter-Smith, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

**DISASTER DEBRIS MONITORING PRICING TABLE**

Disaster Debris Monitoring Pricing Table				Thompson Consulting Services, LLC	
Line Item	Description	Estimated Quantities	Unit of Measure	Unit Cost	Total
PART I – POSITION COSTS AT ESTIMATED HOURS					
1	Project Office/Principal	360	Hourly Rate	\$165.00	\$59,400.00
2	Project Manager	700	Hourly Rate	\$65.00	\$45,500.00
3	Operations Manager	1900	Hourly Rate	\$47.00	\$89,300.00
4	FEMA Reimbursement Manager	500	Hourly Rate	\$125.00	\$62,500.00
5	Field Supervisor	8000	Hourly Rate	\$45.00	\$360,000.00
6	Field Monitor	43000	Hourly Rate	\$36.00	\$1,548,000.00
7	TDMS and Drop-Off Site Monitors	22000	Hourly Rate	\$37.00	\$814,000.00
8	TDMS/Drop-Off Site Security	7560	Hourly Rate	\$30.00	\$226,800.00
9	Data Manager	700	Hourly Rate	\$65.00	\$45,500.00
10	Data Support Personnel	300	Hourly Rate	\$49.00	\$14,700.00
11	GIS Specialist	200	Hourly Rate	\$69.00	\$13,800.00
12	Operations Specialist	700	Hourly Rate	\$55.00	\$38,500.00
13	Engineer/Scientist/Professional	400	Hourly Rate	\$150.00	\$60,000.00
14	Environmental Consultant	700	Hourly Rate	\$55.00	\$38,500.00
15	Environmental Field Technician	700	Hourly Rate	\$45.00	\$31,500.00
16	Administrative Support	1200	Hourly Rate	\$18.50	\$22,200.00
17	Data Entry Clerk (Paper Tickets as Back-Up if Needed)	200	Hourly Rate	\$35.00	\$7,000.00

EVALUATION TABULATION  
ITB No. 25-TF00952/JC  
Disaster Debris Monitoring

Disaster Debris Monitoring Pricing Table				Thompson Consulting Services, LLC	
Line Item	Description	Estimated Quantities	Unit of Measure	Unit Cost	Total
PART II – AERIAL PHOTOGRAPHS					
18	Aerial Photo Package (5 Photos per Flight, different locations)	2	Each	\$3,500.00	\$7,000.00
19	Photograph Copies (Duplicate of Original Approved Photo)	6	Each	\$1.00	\$6.00
20	Additional Photographs (per photo, same flight, same location, different view)	5	Each	\$1.00	\$5.00
21	Video	1	Each	\$1.00	\$1.00
22	Additional location (one photo, same flight, different location)	5	Each	\$1.00	\$5.00
Total Bid				\$3,484,217.00	

**ADDITIONAL SERVICES**

ADDITIONAL SERVICES				Thompson Consulting Services LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
23	Emergency Potable Water-Pallet to include 48 cases of 16.9 oz bottled water, 40 bottles per case	1	Pallet	No Bid	No Bid
24	Emergency Bagged Ice-Pallet to include a quantity of 306 bags - 7# bags of ice	1	Pallet	No Bid	No Bid
25	Temporary Bathrooms-Single Portable Toilet	1	Day	No Bid	No Bid
26	Temporary Bathrooms-Single Portable Toilet	1	Week	No Bid	No Bid
27	Temporary Bathrooms-Single Portable Toilet-ADA Accessible	1	Day	No Bid	No Bid
28	Temporary Bathrooms-Single Portable Toilet-ADA Accessible	1	Week	No Bid	No Bid
29	Temporary Shower Facilities-Three (3) Stall Private Shower Trailer	1	Day	No Bid	No Bid

EVALUATION TABULATION  
ITB No. 25-TF00952/JC  
Disaster Debris Monitoring

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ADDITIONAL SERVICES				Thompson Consulting Services LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
30	Temporary Shower Facilities-Three (3) Stall Private Shower Trailer	1	Week	No Bid	No Bid
31	Temporary Shower Facilities-Eight (8) Stall Private Shower Trailer	1	Day	No Bid	No Bid
32	Temporary Shower Facilities-Eight (8) Stall Private Shower Trailer	1	Week	No Bid	No Bid
33	Temporary Laundry Facilities-Twenty Foot (20') Trailer	1	Day	No Bid	No Bid
34	Temporary Laundry Facilities-Twenty Foot (20') Trailer	1	Week	No Bid	No Bid
35	Temporary Laundry Facilities-Thirty-Two Foot (32') Trailer	1	Day	No Bid	No Bid
36	Temporary Laundry Facilities-Thirty-Two Foot (32') Trailer	1	Week	No Bid	No Bid
37	Temporary Satellite Communications	1	Day	No Bid	No Bid
38	Temporary Satellite Communications	1	Week	No Bid	No Bid
45	Emergency Management Planning and Training	1	Hour	\$129.25	\$129.25
46	Public Assistance Consulting Services	1	Hour	\$146.65	\$146.65
47	Building Code/Floodplain Management Enforcement	1	Hour	\$149.25	\$149.25
				<b>Total Bid</b>	<b>\$425.15</b>

# TAB 4.4

## Equipment & Facilities List

### Equipment Resources

Thompson has provided disaster recovery services to various clients over the years; on past projects we have not had any issues with supplying sufficient amounts of equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within 24-hours. All equipment listed will be available to support the County during preparedness measures and post-disaster operations. The following items are supplied to field personnel prior to mobilization:

- Safety Equipment: Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel toed boots at their own expense. Field supervisors are provided medical kits.
- Communication Device: Cell phones, and/or radios are provided to our field personnel based upon the project needs.
- Laptops and Portable Printers / Scanners / Copiers / Fax Machines: These items are provided to the Thompson Team's management personnel for use in vehicles or mobile command centers as needed.
- Additional Field / Office Supplies: All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

A listing of our office and field equipment is shown in the following table.

Table 4.4-1: Available Field Equipment

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Southeast Offices	26	Full Time Employees	550
ADMS Sets	3,500	Stand-by Disaster Recovery Employees	1,200
Computer – Desktop Station	175	Printers / Copier – Color Laser	100
Computer – Laptop	175	Printers – Black and White Laser	25
Starlink Units	33	Printer / Copier / Scanner / Fax– Portable	30
MiFi Access Point	50	Digital Cameras	25
Communication – Cell Phones	213	Handheld GPS Units	100
Communication – Radios	83	Boats (12' to 22')	10
Communication – Desktop Phones	350	Trucks	6

Thompson staffs a full-time equipment and logistics team that performs rigorous quality control tests on all equipment utilized during project operations both before deployment and upon return from the field. Depending on the size and severity of an event, a member of this team is either deployed or is made available virtually and in real-time for the duration of a project to ensure equipment is configured and working properly. A complete inventory of equipment is done quarterly to account for and replace lost or damaged field items.

### Connectivity Equipment

Dependable infrastructure and communication access is not only necessary during immediate project staffing or mobilization, but also throughout project operations to ensure quicker and more efficient

data collection and reporting. Therefore, Thompson has invested in 33 highly portable Starlink units that allow access to high-speed internet via satellites to clients across the United States and Caribbean.

Although our debris removal monitoring technologies, such as TDMSmobile detailed within our proposal response have a disconnected architecture and are fully operational in a post storm environment where cellular networks are compromised or destroyed, the Starlink units give field teams the ability to move from a disconnected environment with nightly data uploads to near-real time, connected operations. This allows for quicker reporting and data QA/QC activities. Additionally, these units support Wi-Fi calling and texting increasing communication and safety of field teams located in remote or desolate areas. Thompson’s Starlink units have been utilized on the following projects:



- 2022 Puerto Rico:** units were utilized following Hurricane Fiona on the western portion of the island where cell connectivity was scarce.
- 2022 Southwest Florida:** units were deployed to the barrier islands following the devastating impacts of Hurricane Ian which completely destroyed cellular connectivity and communications infrastructure.
- 2023 New Mexico:** units were used to support field operations and local data center in the Calf Canyon / Hermits Peak area following widespread fires throughout remote areas of northern New Mexico.
- 2024 Florida, Georgia, South Carolina, North Carolina, Tennessee:** units were deployed to support field operations and local data centers in response to widespread, catastrophic damage across remote areas of the southeast caused by back-to back hurricanes Debby, Helene, and Milton.

Thompson has provided the Equipment List Form in the subsequent pages of this section.

## Office / Facility Locations

With 26 corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the County’s disaster recovery needs from near and afar.

The County’s contract will be serviced by Thompson’s corporate office in Maitland, Florida, with support from our offices throughout the Southeast. In addition, Thompson is experienced and capable of establishing a field office within the County should the need arise. Thompson has provided a list of corporate office list of office locations below.

- |                          |                           |                           |
|--------------------------|---------------------------|---------------------------|
| • Atlanta, Georgia       | • Harriman, Tennessee     | • Moss Point, Mississippi |
| • Baton Rouge, Louisiana | • Helena, Alabama         | • Orange, Texas           |
| • Chattanooga, Tennessee | • Houston, Texas          | • Pelham, Alabama         |
| • Clarksville, Tennessee | • Jackson, Mississippi    | • Pensacola, Florida      |
| • Daphne, Alabama        | • Lake Charles, Louisiana | • Richland, Mississippi   |
| • Dothan, Alabama        | • Maitland, Florida       | • Savannah, Georgia       |
| • Evergreen, Alabama     | • Metairie, Louisiana     | • Troy, Alabama           |
| • Kenner, Louisiana      | • Millington, Tennessee   | • Tuscaloosa, Alabama     |
| • Knoxville, Tennessee   | • Mobile, Alabama         |                           |

### Mobile Office Capabilities

Thompson knows that immediately following a disaster incident, access to a project operations office and communications infrastructure is critical to building a local workforce. However, with the potential for office facilities and hotels being damaged in the event, it is imperative to have a reliable alternative. Therefore, Thompson has invested in a fully functional mobile field office that can be utilized to implement initial debris removal monitoring operations regardless of environmental conditions.

We can travel directly to impacted communities and implement onboarding and equipment staging from the mobile field office, and with integrated satellite capabilities, our mobile office can serve as a communication center. Thompson’s mobile field office is also beneficial when trying to onboard field personnel and establish field operations in remote locations.

*Thompson deployed our mobile field office following Hurricanes Laura, Sally, Delta, and Zeta in 2020, Hurricane Ida in 2021, and Hurricane Ian in 2022, and Hurricanes Beryl and Helene in 2024.*

### Capacity to Simultaneously Respond

Thompson can deploy resources quickly and efficiently in disaster situations across the country and following major disaster events that require simultaneous multi- state, region, and local level contract activations. Responding to a major disaster incident often requires mobilizing and performing simultaneous operations in multiple cities and counties throughout the state. We are equipped and prepared to perform services in a state-wide response and possess the technology to electronically document and track disaster debris removal. The following table summarizes Thompson’s response to recent major disaster events requiring simultaneous contract activations.

Table 4.4-2: Major Disaster Events and Simultaneous Contract Activations

Disaster Event	Contract Activations
2024 Hurricanes Beryl, Debby, Helene, and Milton	72
2023 Hurricane Idalia	7
2022 Hurricane Ian	30
2021 Hurricane Ida	10
2020 Hurricanes Laura, Sally, and Zeta	17
2018 Hurricane Michael	6
2017 Hurricanes Harvey, Irma, and Maria	54
2016 Hurricane Matthew	27

We recognize that each disaster situation is going to be different. Although we will always be able to leverage our extensive experience and capabilities, we will also have to be prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges. In order to do this, Thompson promotes a collaborative working relationship with our clients and their debris removal contractors.

Recent disaster incidents, including Hurricanes Beryl, Debby, Helene, and Milton in 2024, Hurricane Ian in 2022, Hurricane Ida in 2021, Hurricanes Laura, Sally, and Zeta in 2020, Hurricane Florence and Michael in 2018, Hurricanes Harvey, Irma, and Maria in 2017, and Hurricane Matthew in 2016 have tested and enhanced Thompson’s managerial capabilities across the United States.



**Large Scale ADMS Deployment to Monitor All Types of Debris Collection:** Thompson's ADMS deployment following Hurricanes Beryl, Debby, Helene, and Milton in 2024 was one of the largest simultaneous ADMS deployments in history, with over 3,000 units deployed to over 72 work locations. Thompson's ADMS units were configured to monitor the collection of over 32 million cubic yards of disaster related debris. Thompson's ADMS system (TDMS*mobile*) has been configured to monitor the removal of vegetative, construction and demolition (C&D), white goods, household hazardous waste, animal carcasses, sand, waterway, and private property debris removal.

**Staffing Execution Plan:** Thompson maintains a professional recruiting and staffing department in-house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network of over 1,000 potential field monitors on call to supplement monitors sourced locally. When recently tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area following Hurricane Helene, Thompson relied on dedicated resources that owned the ramp-up process. We did not, and do not currently, rely on any third-party staffing firms that do not understand the disaster business. This is critical to our success when responding to small- and large-scale mobilizations.

**3,100+**  
field staff recruited  
& hired following  
Hurricane Helene

Thompson is extremely proud of our response time record and our ability to deploy resources quickly and efficiently in disaster situations across the country. Thompson maintains a professional recruiting and staffing department in-house so that we can respond quickly and efficiently to surge staffing demands regardless of the size and scale of the disaster incident. As an example of our staffing abilities, we have summarized our response times to previous disasters and resources deployed in the following table.

Table 4.4-3: Previous Response Times and Resources Deployed

Disaster	Year	Number of Clients	Response Time	Field Staff Hired
Hurricane Milton (FEMA DR-4834)	2024	28	Within 12-24 hours of NTP	2,690
Hurricane Helene (FEMA DR-4827 - 4831)	2024	33	Within 12-24 hours of NTP	3,110
Hurricane Beryl (FEMA-DR-4738)	2024	11	Within 12-24 hours of NTP	2,130
TX Severe Storms (FEMA DR-4781)	2024	6	Within 48 hours of NTP	730
Hurricane Idalia (FEMA-4738, 4734)	2023	10	Within 12-24 hours of NTP	240
Hurricane Ian (FEMA DR-4673)	2022	30	Within 12-24 hours of NTP	2,538
New Mexico Wildfires (FEMA DR-4652)	2022	1	Within 12-24 hours of NTP	125
Kentucky Severe Winter Storm (FEMA DR-4592)	2021	1	Within 48 hours of NTP	529
Hurricane Ida (FEMA DR-4611)	2021	13	Within 12-24 hours of NTP	2,900
Hurricane Sally (FEMA DR-4563,4564)	2020	10	Within 12-24 hours of NTP	1,425
Hurricane Dorian (FEMA DR-4465)	2019	2	Within 24 hours of NTP	160
Hurricane Michael (FEMA DR-4399, 4400)	2018	13	24 hours prior to NTP	1,300
Hurricane Florence (FEMA DR-4393, 4394)	2018	13	48 hours prior to NTP	989
Hurricane Maria (FEMA DR-4339)	2017	1	Within 24 hours of NTP	1,200
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	Within 12-24 hours of NTP	1,600
Hurricane Harvey (FEMA DR-4332)	2017	6	Within 12 hours of NTP	200
Hurricane Matthew (FEMA DR-4283-86)	2016	17	48 hours prior to NTP	600
Louisiana Severe Flooding (FEMA DR-4277)	2016	2	24 hours prior to NTP	440
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	Within 48 hours of NTP	55
Winter Storm Pax (FEMA DR-4166)	2014	6	Within 48 hours of NTP	475

## **EQUIPMENT & FACILITIES LISTING**

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

<b><u>EQUIPMENT DESCRIPTION</u></b>	<b><u>COMPANY-OWNED?</u></b>	
<u>ADMS Sets</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Computer – Desktop Station</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Computer – Laptop</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Starlink Units</u>	YES <u>  x  </u>	NO <u>      </u>
<u>MiFi Access Point</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Communication – Cell Phones</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Communication – Radios</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Communication – Desktop Phones</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Printers / Copier – Color Laser</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Printers – Black and White Laser</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Printer / Copier / Scanner / Fax– Portable</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Digital Cameras</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Handheld GPS Units</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Boats (12' to 22')</u>	YES <u>  x  </u>	NO <u>      </u>
<u>Trucks</u>	YES <u>  x  </u>	NO <u>      </u>

## **FACILITIES LOCATION ADDRESSES & DESCRIPTION**

Thompson maintains 26 corporate and satellite offices scattered throughout the Southeast United States.

Corporate offices are listed below.

1360 Peachtree St NE #920, Atlanta, GA 30309	754 Papworth Ave, Ste 200. Metairie, LA 70005
14635 S S Harrells Ferry Rd #4a, Baton Rouge, LA 70816	97 Tillman St, Memphis, TN 38111
5613 Tennessee Ave #101, Chattanooga, TN 37409	2970 Cottage Hill Rd #190, Mobile, AL 36606
1770 Hwy 48, Suite E, Clarksville, TN 37040	150 N. Martinwood Rd. Suite 406. Knoxville, TN 37923
7101 US-90 Suite 101, Daphne, AL 36526	527 Devonia Street · Harriman, TN 37748
7101 US Highway 90, Suite 101, Daphne, AL 36526	10665 Richmond Ave. Building 5, Suite 192, Houston, TX 77042
2301 Augusta St, Kenner, LA 70062	599 Northpark Dr suite a, Ridgeland, MS 39157
2601 Maitland Center Parkway, Maitland, FL 32751	3903 Highway 90, Westlake, Louisiana 70669

Thompson Consulting Services, LLC

BIDDER'S COMPANY NAME

Jon Hoyle, President

CONTACT PERSON (Name) (Title)

2601 Maitland Center Parkway

MAILING ADDRESS

407-792-0018 / 407-878-7858

TELEPHONE NO. – FAX NO.

Maitland, FL 32751

CITY, STATE AND ZIP CODE

info@thompsoncs.net

EMAIL ADDRESS

**This document must be completed and returned with your submittal.**

### Anti-Human Trafficking Affidavit

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Thompson Consulting Services, LLC  
Name of Nongovernmental Entity

Jon Hoyle  
Printed Name of Affiant

President  
Title of Affiant

  
Signature of Affiant

4/11/2025  
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS / SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

- Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers if they are debarred or suspended by the federal government.
- This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
- The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.
- The Department of Health may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
- This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

**CERTIFICATION**

The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Name: Jon Hoyle

Title: President

Signature: 

Date: 4/11/2025

By initialing, the Contract Manager certifies that the prospective provider does not have an active exclusion record in the System for Award Management (SAM) database.

Initials: \_\_\_\_\_

Verification Date: \_\_\_\_\_



**Disadvantaged Business Enterprise (DBE)**  
**Minority Business Enterprise (MBE)**  
**Women's Business Enterprise (WBE)**  
**Affirmation Statement**

Prime Contractor/Prime Consultant: Thompson Consulting Services, LLC

Telephone Number: 407-792-0018

Address: 2601 Maitland Center Parkway, Maitland, FL 32751

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

☐ DBE

☐ MBE

☐ WBE

☒ Non-DBE, MBE or WBE

**Subcontractor Services List**

Please list all subcontractors for services:

• Company Name: AC Disaster Consulting, LLC

Telephone Number: 404-680-2289

Address: 1800 Glenarm Pl Denver, Colorado 80202, US

The above company named is a (select one):

☐ DBE

☐ MBE

☒ WBE

☐ Non-DBE/MBE/WBE

• CompanyName: \_\_\_\_\_

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

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

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

• Company Name: \_\_\_\_\_

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

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

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

• Company Name: \_\_\_\_\_

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

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

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

• Company Name: \_\_\_\_\_

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

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

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

DISCLOSURE OF LOBBYING ACTIVITIES  
(SECTION 1352, TITLE 31, U.S. CODE; 49 CFR, SECTION 20.100 (B))

**Applicability:** Contracts with Federal Funds

375-030-34 Disclosure of Lobbying Activities

Is this form applicable to your firm? ☐ YES ☒ NO

(If no, then please complete section 4 below for "Prime")

1. Type of Federal Action:
  - a. Contract
  - b. Grant
  - c. Cooperative agreement
  - d. Loan
  - e. Loan guarantee
  - f. Loan insurance
2. Status of Federal Action
  - a. bid/offer/application
  - b. initial award
  - c. post-award
3. Report Type
  - a. Initial filing
  - b. Material change

**For Material Change Only**

Year: \_\_\_\_\_ Quarter: \_\_\_\_\_ Date of last report: \_\_\_\_\_

**4. Name and Address of Reporting Entity**

☒ Prime ☐ Subawardee Tier: \_\_\_\_\_ (if known)

Thompson Consulting Services, LLC

2601 Maitland Center Parkway, Maitland, FL 32751

Congressional district, if known: \_\_\_\_\_

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime

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Congressional district, if known: \_\_\_\_\_

6. Federal Department/Agency: \_\_\_\_\_

7. Federal Program Name/Description:

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CFDA Award Number, if applicable: \_\_\_\_\_

8. Federal Action Number, if known: \_\_\_\_\_

9. Award Amount, if known: \_\_\_\_\_

10. Name and Address of Lobbying Registrant (if Individual, last name, first name, MI)

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11. Individuals performing services (including address if different from No. 10a)

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Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information 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:  \_\_\_\_\_

Print Name: Jon Hoyle \_\_\_\_\_

Title: President \_\_\_\_\_

Telephone: 407-792-0018 Date (MM/DD/YYYY): 4/11/2025 \_\_\_\_\_

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#### INSTRUCTIONS FOR COMPLETION DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  - Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
10. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this solicitation and/or award, the Contractor shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
  - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
  - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)
11. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
12. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

## ENVIRONMENTAL COMPLIANCE

In performing under this [solicitation/contract], [Proposer/Consultant/Contractor] shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)



7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

#### CONTRACTOR CERTIFICATION

The Jon Hoyle, President [insert name of the signatory] on behalf of Thompson Consulting Services, LLC [the contractor] is authorized to sign below and confirm the contractor is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

Date: 4/11/2025

Signature: 

Company Name: Thompson Consulting Services, LLC

Name: Jon Hoyle

Address: 2601 Maitland Center Parkway  
Maitland, FL 32751

Title: President

Email: jhoyle@thompsoncs.net

Phone: 407-792-0018

## STATEMENT OF GOOD FAITH EFFORTS

The Bidder shall demonstrate the good faith efforts made to meet the DBE/MBE/WBE goals established as long as all of the requested information is included. Failure to include all requested information shall result in the bid being determined as nonresponsive to the DBE/MBE/WBE requirements.

The following list is not intended to be exclusive or exhaustive and the Owner will look not only at the different kinds of efforts the bidder has made, but also the quality, quantity, intensity and timeliness of those efforts. It is the responsibility of the bidder to exercise good faith efforts. Any act or omission by the Owner shall not relieve the bidder of this responsibility.

Criteria listed below are excerpted from Appendix A of 49 CFR 26, as amended. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Whether the Bidder attended the Pre-Bid conference, if held:

Attended   x   Not Attended        Not Held       

2. Whether and when the bidder provided written notice to all certified DBE/MBE/WBE's that perform the type of work to be subcontracted and advising the DBE/MBE/WBE's of the specific work the bidder intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.

All letters from bidders to prospective DBE/MBE/WBE subcontractors must be post marked or fax recorded a minimum of 12 calendar days prior to bid opening.

3. Provide complete list of all DBE/MBE/WBE's solicited.

DBE/MBE/WBE SUBCONTRACTOR	DBE/MBE/WBE TYPE <sup>1</sup>	TYPE OF WORK
<u>AC Disaster Consulting (ACDC)</u>	<u>Women</u>	<u>Damage Assessment, Program and Grant Management Support Services</u>


4. Provide complete list of all DBE/MBE/WBE's who submitted bids which were not the low responsive bids.

DBE/MBE/WBE SUBCONTRACTOR	DBE/MBE/WBE TYPE <sup>1</sup>	TYPE OF WORK

Note: 1 – Note: Women, Black American, Hispanic American, Native American, Asian-Pacific American, Subcontinent Asian-American, Asian-Indian, Other (Specify)

Jon Hoyle

Name of Authorized Individual

  
Authorized Signature

4/11/2025

Date



# **ADDENDUM NO. ONE (1)**

TO  
THE CONTRACT DOCUMENTS FOR THE  
**Disaster Debris Monitoring**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-TF00952/JC**

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. CLARIFICATIONS**

### **1. OVERVIEW is revised as follows:**

#### Timeline

Release Project Date: March 19, 2025

Pre-Proposal Meeting (Non-Mandatory): ~~March 26, 2025, 10:00am~~ **March 28, 2025, 3:00 pm**

Hernando County Department of Public Works, 1525 E. Jefferson St., Brooksville, FL 34601

Question Submission Deadline: ~~March 31, 2025~~ **April 2, 2025, 5:00pm**

Proposal Submission Deadline: April 21, 2025, 10:00am

Administrative Conference Room at 15470 Flight Path Drive Brooksville, FL 34604

### **2. Section 2, Introduction, Subsection 2.2 Non-Mandatory Pre-Bid Conference Site Visit is revised as follows:**

#### NON-MANDATORY PRE-BID CONFERENCE:

1. A Non-Mandatory Pre-Bid Conference will be held ~~Wednesday, March 26, 2025~~ **Friday, March 28, 2025 at 10:00 am 3:00 pm** at the Hernando County Department of Public Works, 1525 E. Jefferson St., Brooksville, FL 34601.

### **3. Section 4, Definitions and Solicitation Instructions, Subsection 4.5 Questions Regarding Specifications or Bidding Process is revised as follows:**

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

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's County's eProcurement Portal Q&A Tab, prior to the date set for submittal and opening of the bids.



## PROCUREMENT DEPARTMENT

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- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's eProcurement Portal Q&A tab: Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit <https://secure.procurenow.com/portal/hermandocounty> to insure they are aware of all addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified: ~~Monday, March 31, 2025~~ **Wednesday, April 2, 2025** at 5:00 p.m.
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

### BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

*Alisa Pike*

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For: Carla Rossiter-Smith, MSM PMP GPC  
Chief Procurement Officer





## **ADDENDUM NO. TWO (2)**

TO  
THE CONTRACT DOCUMENTS FOR THE  
**Disaster Debris Monitoring**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-TF00952/JC**

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**

**Q.1. Has the current contract gone full term?**

A.1. The current contract expires on June 8, 2025.

**Q.2. Have all options to extend the current contract been exercised?**

A.2. Yes.

**Q.3. Who is the incumbent, and how long has the incumbent been providing the requested services?**

A.3. For official information of prior awards, please submit a Public Records Request via the County's records portal located at <https://hernandocountyfl.nextrequest.com/>. Bidders may search the OpenGov Contracts portal; however, please note this is not an exhaustive listing: <https://procurement.opengov.com/portal/hernandocounty/contracts>

**Q.4. How are fees currently being billed by any incumbent(s), by category, and at what rates?**

A.4. For official information of prior awards, please submit a Public Records Request via the County's records portal located at <https://hernandocountyfl.nextrequest.com/>. Bidders may search the OpenGov Contracts portal; however, please note this is not an exhaustive listing: <https://procurement.opengov.com/portal/hernandocounty/contracts>

**Q.5. What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?**

A.5. For official information of prior awards, please submit a Public Records Request via the County's records portal located at <https://hernandocountyfl.nextrequest.com/>. Bidders may search the OpenGov Contracts portal; however, please note this is not an exhaustive listing: <https://procurement.opengov.com/portal/hernandocounty/contracts>





## PROCUREMENT DEPARTMENT

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**Q.6. What is the total size or geographic scope of the service area?**

A.6. The service area is the county of Hernando County, Florida, excluding the areas within the city limits of Brooksville, Florida.

**Q.7. Are there any superseding prior agreements that may impact this contract?**

A.7. Not to our knowledge.

**Q.8. When/what was the most recent event that precipitated the activation of the existing or previous contract?**

A.8. Hurricane Milton was the most recent event.

**Q.9. What estimated or actual dollars were paid to the incumbent(s) after the most recent event?**

A.9. For official information of prior awards, please submit a Public Records Request via the County's records portal located at <https://hernandocountyfl.nextrequest.com/>. Bidders may search the OpenGov Contracts portal; however, please note this is not an exhaustive listing: <https://procurement.opengov.com/portal/hernandocounty/contracts>

**Q.10. How many times have the incumbent's services been utilized in the previous five years?**

A.10. Services for this contract were four (4) times during the previous five (5) year, for storms Idalia, Debbie, Helene and Milton.

**Q.11. What estimated or actual dollars were paid to the incumbent(s) in the previous five years?**

A.11. For official information of prior awards, please submit a Public Records Request via the County's records portal located at <https://hernandocountyfl.nextrequest.com/>. Bidders may search the OpenGov Contracts portal; however, please note this is not an exhaustive listing: <https://procurement.opengov.com/portal/hernandocounty/contracts>

**Q.12. Please reconfirm the due date for this procurement by providing it in response to answers to questions.**

A.12. Per Section 1. SOLICITATION, as of the date of this Addendum No. 2, bids are due on Monday, April 21, 2025 by 10:00 am.

**Q.13. What is the date by which you will answer these questions?**

A.13. All questions will be answered shortly after the expiration of the Question and Answer period.

**Q.14. Why has this bid been released at this time?**

A.14. The County seeks a consultant to provide these services.

**Q.15. If there was a previous solicitation for these services, what was its title, number, release date, and due date?**

A.15. For official information of prior awards, please submit a Public Records Request via the County's records portal located at <https://hernandocountyfl.nextrequest.com/>. Previous solicitation: ITB#: 20-TF0062/TPR, Title: Disaster Debris Monitoring; Released: March 4, 2020; Bids Due: April 29, 2020.



## PROCUREMENT DEPARTMENT

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**Q.16. When is the anticipated award date?**

A.16. The tentative award date is May 27, 2025.

**Q.17. When is the anticipated contract start date?**

A.17. The tentative contract start date is May 27, 2025.

**Q.18. A. Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? B. For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? C. If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?**

A.18. A. No, please refer to Bid Evaluation and Award, Sections 5.4, 5.5 and 5.6;  
B. No, this is an Invitation to Bid (ITB), not a Request for Proposal (RFP);  
C. Pricing should be submitted in accordance with the instructions of this solicitation-see Pricing Proposal, Section 10.

**Q.19. Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.**

A.19. This has no bearing on the selection of the vendor for this Invitation to Bid (ITB), however you may submit a Public Records Request via the County's records portal located at <https://hernandocountyfl.nextrequest.com/>

**Q.20. Can the County please clarify if they would like vendors to submit a full proposal, inclusive of qualifications and methodology? If so, will the County please indicate where in the OpenGov portal they would like vendors to provide this information?**

A.20. No, this is an Invitation to Bid (ITB), not a Request for Proposal (RFP).

**Q.21. Can the County please clarify where in the procurement portal vendors are to submit the following required items: the solicitation document in its entirety?**

A.21. Submission will be done through completion of the Pricing Proposal, Section 10 and Vendor Questionnaire, Section 12.

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

 Cathy Tefft Procurement Manager

For: Carla Rossiter-Smith, MSM PMP GPC  
Chief Procurement Officer



## **ADDENDUM NO. THREE (3)**

TO  
THE CONTRACT DOCUMENTS FOR THE  
**Disaster Debris Monitoring**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-TF00952/JC**

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**

**Q.1. Approximately how many cubic yards of debris were collected from the most recent event?**

- A.1. The most recent event resulted in the following quantity of debris:  
Cumulative Total: 12,000 loads totaling 624,253 cubic yards (CY); comprised of the following:  
Vegetative/Woody-9,979 loads/531,952 CY  
Construction & Demolition-1,911 loads/88,360 CY  
Gated Vegetative/Woody-107 loads/3,876 CY  
Gated Construction & Demolition-3 loads/65 CY

**Q.2. Can the County please identify which specific certifications they would like vendors to submit to satisfy the requirements for FEMA and USACE Certifications?**

- A.2. None, please refer to CLARIFICATIONS section of this Addendum.

**Q.3. Can the County confirm whether vendors are permitted to propose additional labor categories and rates, beyond those listed in the cost form, if additional positions are required to fully meet the requirements of the Scope of Work, including any additional services referenced?**

- A.3. Pricing should be submitted in accordance with the instructions of this solicitation-see Pricing Proposal, Section 10.

**Q.4. Can the County confirm that they plan on a multi-award scenario with the lowest qualified firm receiving the initial activation?**

- A.4. Please refer to Section 7 Scope and Specifications, Subsection 7.1 Project Background Information, Assignment, Items A and B.





## PROCUREMENT DEPARTMENT

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- Q.5. Can the County please provide evaluation criteria with weighting of each factor?**  
A.5. Please refer to Section 5, General Conditions, for Bid Evaluation and Award.
- Q.6. May vendors price certain positions at \$0 if they do not plan to utilize the position in a post event activation**  
A.6. No, Bidders must enter a price for all positions listed in Parts I and II of the Disaster Debris Monitoring Pricing Table.
- Q.7. Will special costs associated with specialized programs (such as boat rental for waterway debris removal monitoring) be able to be billed at cost without markup if required?**  
A.7. Refer to the Solicitation, including but not limited to, Section 5.17 Modifications/Amendments and Change Orders, and Section 6.12 Additional Items.
- Q.8. Are there any DBE/MBE/WBE goals or participation requirements associated with this solicitation?**  
A.8. The County does not have a set goal, but encourages DBE/MBE/WBE participation. Refer to Section 9, FEDERAL - Required Terms and Conditions for All Federally Funded Contracts - General, Subsection 9.5 Utilization of Minority and Women's Firms (M/WBE) and Section 12 Vendor Questionnaire, Question 6.1. Required Grant Forms.
- Q.9. If there are no DBE/MBE/WBE goals and proposers will be providing services without the use of a subcontractor, is the Statement of Good Faith Efforts required to be submitted?**  
A.9. Yes.

### B. CLARIFICATIONS

- 1. The following definition is added to Section 4, DEFINITIONS AND SOLICITATION INSTRUCTIONS and subsequent definitions will be renumbered accordingly:**

AQ. **Major Disaster:** Any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby. As defined by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

- 2. Subsection 5.3 Qualification of Bidders is updated as follows:**

**5.3. QUALIFICATION OF BIDDERS:**

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



## PROCUREMENT DEPARTMENT

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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 seven (7) years.
2. List of equipment and facilities available to do work.
3. List of personnel, by name and title, contemplated to perform the work.
4. ~~Proof of Federal Emergency Management Agency (FEMA) Certification.~~ List of contracts where the bidder served as a Debris Monitoring Consultant, for a minimum of three (3) federally declared Major Disasters, within the last three (3) years. At a minimum provide contract start date, contract end date, name of major disaster, contracting entity and brief description of services provided.
5. ~~Proof of U.S. Army Corps of Engineers (USACE) Certification.~~

### 3. Section 10, Pricing Proposal updated as follows:

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.

~~Bidders must provide unit costs for all positions listed in Parts I and II of the Disaster Debris Monitoring Pricing Table.~~

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

### 4. Section 12, VENDOR QUESTIONNAIRE, Question 4.2 is updated as follows:

~~4.2. Federal Emergency Management Agency (FEMA) Certification\*~~  
~~Please upload copy of Federal Emergency Management Agency (FEMA) Certification(s).~~

#### 4.2 Debris Monitoring Project List\*

Bidders must upload proof of bidder serving as a Debris Monitoring Consultant, for a minimum of three (3) Federally declared Major Disasters, within the last three (3) years. At a minimum provide contract start date, contract end date, name of major disaster, contracting entity and brief description of services provided.

\*Response required

### 5. Section 12, VENDOR QUESTIONNAIRE, Question 4.3 is removed as

~~\*Response required~~  
~~4.3. U.S. Army Corps of Engineers (USACE) Certification\*~~



## 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)

~~Please upload a copy of U.S. Army Corps of Engineers (USACE) Certification(s).~~

~~\*Response required~~

### BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

*Cathy Tefft* Procurement Manager

For: Carla Rossiter-Smith, MSM PMP GPC  
Chief Procurement Officer





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# ADDENDUM NO. FOUR (4)

TO  
THE CONTRACT DOCUMENTS FOR THE  
**Disaster Debris Monitoring**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-TF00952/JC**

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

**Q.1. What is the total mileage of roads within the scope of the service area?**

**A.1. Service area road mileage is as follows:**

County Roads: 1,567.2 miles

Private Roads: 370.7 miles

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

 **Cathy Tefft** Procurement Manager  
For: Carla Rossiter-Smith, MSM PMP GPC  
Chief Procurement Officer



**HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS  
2025 HOLIDAY SCHEDULE**

<b>New Year's Day</b>	<b>Wednesday, January 1</b>
<b>Martin Luther King, Jr., Day</b>	<b>Monday, January 20</b>
<b>Memorial Day</b>	<b>Monday, May 26</b>
<b>Juneteenth</b>	<b>Thursday, June 19</b>
<b>Independence Day</b>	<b>Friday, July 4</b>
<b>Labor Day</b>	<b>Monday, September 1</b>
<b>Veterans Day</b>	<b>Tuesday, November 11</b>
<b>Thanksgiving Day</b>	<b>Thursday, November 27</b>
<b>Day after Thanksgiving</b>	<b>Friday, November 28</b>
<b>Christmas Eve</b>	<b>Wednesday, December 24</b>
<b>Christmas Day</b>	<b>Thursday, December 25</b>