

SOLICITATION - OFFER - AWARD

SOLICITATION NO.: 20-TF0062/TPR	SOLICITATION TITLE: DISASTER DEBRIS MONITORING SERVICES	DATE ISSUED: MARCH 4, 2020	CONTRACT NO.: 20-TF0062/TPR
ISSUED BY: BOARD OF COUNTY COMMISSIONERS <u>HERNANDO COUNTY, FLORIDA</u> John Mitten, Chairman John Allocco, Vice Chairman Wayne Dukes, Second Vice Chairman Steve Champion Jeff Holcomb		SUBMIT BID OFFER TO: HERNANDO COUNTY PURCHASING AND CONTRACTS 20 NORTH MAIN STREET ROOM 266 BROOKSVILLE, FL 34601 James S. Wunderle Purchasing and Contracts Manager Chief Procurement Officer	

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 20 NORTH MAIN STREET, ROOM 266, BROOKSVILLE, FL 34601, **UNTIL 3:00 P.M., LOCAL TIME ON APRIL 29, 2020.** 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, 20 NORTH MAIN STREET, ROOM 266, BROOKSVILLE, FL 34601 AT **3:00 P.M. ON APRIL 29, 2020.** PURSUANT TO FS 119.071 (Current Edition), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING DISASTER DEBRIS MONITORING SERVICES FOR HERNANDO COUNTY. SUBMIT PRICING ON BID FORM IN SECTION VI <u>PLEASE SUBMIT TWO (2) ORIGINAL SIGNED DOCUMENTS.</u> (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	\$ _____

OFFER

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

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

DISCOUNT FOR PROMPT PAYMENT: <u>n/a</u> % 10 CALENDAR DAYS <u>n/a</u> % 20 CALENDAR DAYS _____ % _____ CALENDAR DAYS		
BIDDER'S INFORMATION Witt O'Brien's LLC Company Name 2200 Eller Drive, P.O. Box 13038 Address Fort Lauderdale, Florida 33316 City 281-320-9796 281-320-9700 gfonton@wittobriens.com Phone Number Fax Number Email Address	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE OFFER DATE 4/29/2020	

AWARD

(TO BE COMPLETED BY COUNTY)

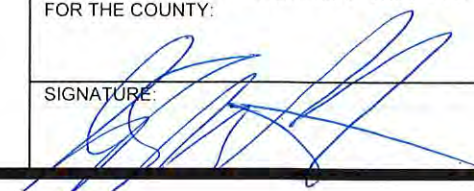
REVIEWED FOR LEGAL SUFFICIENCY: February 20, 2020	LR NO.: 2020-106	BY: Kyle J. Benda
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY PUBLIC WORKS DEPARTMENT 1525 EAST JEFFERSON STREET BROOKSVILLE, FL 34601	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE: 	AWARD DATE: 6-9-2020

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INVITATION TO BID

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

**TERM CONTRACT ITB NO. 20-TF0062/TPR
FOR
DISASTER DEBRIS MONITORING SERVICES**

Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in providing Disaster Debris Monitoring Services of any natural or man-made disaster or emergency situation.

Sealed Bid offers as two (2) originals for furnishing the above will be received and accepted up to 3:00 PM (local time), **April 29, 2020**, in the Hernando County Purchasing and Contract's office. Bids shall be plainly marked on the outside of a sealed envelope/container with: Bidder's Name and Address and Bid Name and Bid Number. Bids are to be submitted:

Physical Address:

Hernando County Purchasing and Contracts
20 North Main Street
Room 266
Brooksville, FL 34601

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 website of Bid Net at www.bidnetdirect.com. For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at www.hernandocounty.us, or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754-4020.

A **NON-MANDATORY** Pre-Bid Conference will be held **MARCH 20, 2020 at 9:00 a.m.**, at **HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS, 1525 EAST JEFFERSON STREET, BROOKSVILLE, FLORIDA 34601**. Representatives of Owner will be present to discuss the project. Bidder attendance is HIGHLY encouraged to understand the complexities of this project for the Bidder's greater awareness and understanding. **THIS CONFERENCE WILL ONLY BE HELD ONCE.**

Purchasing and Contracts Department will post addenda on Bid Net at www.bidnetdirect.com to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the Bid Net at www.bidnetdirect.com to ensure that they are aware of all addenda issued relative to this solicitation.

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

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY


JAMES S. WUNDERLE
PURCHASING AND CONTRACTS MANAGER
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY


NOTICE TO BIDDERS

To ensure that your Bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Tonya Parker-Rimes, Purchasing Agent I, Purchasing and Contracts Department, at (352) 754-4020 or email at purchasing@hernandocounty.us.

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SECTION II - SOLICITATION INSTRUCTIONS

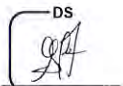
1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:
 - 1.1. **ADMS:** Automated Debris Management System.
 - 1.2. **BEACH SAND:** Gulf of Mexico beach sand which contains fragments of sea shell mixed with quartz crystals making a colorful light brown mix. Shells and sand are smooth and polished from years of wind and water abrasion.
 - 1.3. **BIDDER:** The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a Bid to the County in response to this solicitation.
 - 1.4. **BOCC:** The Hernando County Board of County Commissioners, the duly elected governing board of the County.
 - 1.5. **C&D:** Construction and Demolition debris including, but not limited to concrete block, steel, glass, brick, etc.
 - 1.6. **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.
 - 1.7. **CITIZENS DISPOSAL SITE (CDS):** Temporary Debris Storage and Reduction Site(s), located at various points within the County for the gathering, storage of debris related to a severe weather event or any other natural or manmade disaster or emergency, designated specifically for citizen's to bring collected vegetative debris. HTW and C&D debris shall NOT be accepted at these sites.
 - 1.8. **COLLECTION COORDINATOR:** Hernando County Public Works Director or designee.
 - 1.9. **CONSULTANT(S):** The Consultant(s) which have been awarded a contract by the County to oversee and monitor the activities of the Vendor/Contractor(s) as the agent of the County, consistent with FEMA guidelines.
 - 1.10. **CONSULTANT(S) PROJECT MANAGER:** The individual with the overall responsibility of monitoring the Vendor/Contractors(s) disaster recovery and debris management (removal services) activities.
 - 1.11. **CONTRACT:** The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
 - 1.12. **CONTRACTOR(S):** The Vendor/Contractor(s) which have been awarded a Contract by the County to manage and remove debris within the geographic boundaries of Hernando County, Florida.
 - 1.13. **CONTRACTOR(S) REPRESENTATIVE:** The trained and qualified individual assigned to work in and physically located during entire Alpha and Bravo shifts in the EOC. This individual represents and coordinates the Vendor/Contractor(s) working in the field and reports to the Infrastructure Branch Director who shall be a designee of the Director of Public Works.
 - 1.14. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
 - 1.15. **DDMP:** Disaster Debris Management Plan.



- 1.16. 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.
- 1.17. DEBRIS CLEARANCE:** Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.
- 1.18. DEBRIS DISPOSAL:** Placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center.
- 1.19. DEBRIS MANAGER (DM):** The Hernando County Public Works Director or designee.
- 1.20. DEBRIS REMOVAL:** Picking up debris and taking it to a temporary storage site or permanent landfill.
- 1.21. 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.
- 1.22. 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 -
- 1.22.1.** eliminate immediate threats to life, public health and safety;
 - 1.22.2.** eliminate immediate threats of significant damage to improved public or private property;
 - 1.22.3.** ensure the economic recovery of the affected community to the benefit of the community at large.
- 1.23. EOC:** Emergency Operations Center, located in Hernando County, Florida at location(s) designated by the County.
- 1.24. ESF 3:** Emergency Support Function No. 3 – Public Works and Engineering.
- 1.25. 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.
- 1.26. FDEM:** Florida Division of Emergency Management.
- 1.27. FDEP:** Federal Department of Environmental Protection.
- 1.28. FDOT:** Florida Department of Transportation.
- 1.29. FEMA:** Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.
- 1.30. FFWC:** Florida Fish and Wildlife Commission.
- 1.31. FHWA:** Federal Highway Administration.
- 1.32. GARBAGE:** Waste that is regularly picked up by a solid waste hauler. Example: food, plastics, wrapping, papers.



- 1.33. GOVERNMENT DEBRIS MANAGEMENT SITES:** Any site approved by the County for debris collection and/or reduction, including TDSRS's and Citizen Disposal Sites.
- 1.34. HAZARDOUS WASTE:** Material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:
- 1.34.1.** Toxic,
 - 1.34.2.** Flammable,
 - 1.34.3.** Corrosive,
 - 1.34.4.** Reactive.
- 1.35. HOUSEHOLD HAZARDOUS:** Waste - Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:
- 1.35.1.** Toxic,
 - 1.35.2.** Flammable,
 - 1.35.3.** Corrosive,
 - 1.35.4.** 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.
- 1.36. 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.
- 1.37. INCIDENT:** Each disaster for which a Notice to Proceed is issued. In the event of multiple incidents occurring during ongoing recovery operations, the Vendor/Contractor(s) shall not be paid for mobilization unless additional TDSRS's are required due to the subsequent incident.
- 1.38. 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.
- 1.39. 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.
- 1.40. MONITORING CONSULTANT(S):** The Consultant(s) under Contract with the County to provide oversight and management of disaster recovery and debris removal Vendor/Contractor(s).
- 1.41. MULCH:** The end product of the chipping or grinding of wood products.
- 1.42. NON-BURNABLE DEBRIS:** Includes, but not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products, trailer parts, household appliances, or uncontaminated soil.
- 1.43. 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.
- 1.44. OWNER:** Hernando County Board of County Commissioners (County).



- 1.45. RECYCLING:** The recovery and reuse of metals, soils, and construction materials that may have a residual monetary value.
- 1.46. 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.
- 1.47. SHALL:** This shall be an interchangeable term used to indicate either a mandatory element or a bidder capability element of the Bid which the County may or may not utilize at their option given the depth and scope of each disaster impact to the County.
- 1.48. 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.
- 1.49. STUMPS:** Tree stumps with base cut measurements less than two (2) feet in diameter shall be disposed of with the same methods used for other burnable debris. Tree stumps larger than two (2) feet in diameter shall be disposed of by either splitting and burning or chipping/grinding. The method shall be at the discretion of the Vendor/Contractor(s).
- 1.50. 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.
- 1.51. VENDOR/CONTRACTOR:** The Bidder awarded a Contract by the County for the furnishing of goods or services.
- 1.52. WHITE GOODS:** Including, but not limited to refrigerators, air conditioners, washing machines, electric or gas clothes dryers, electric or gas water heaters, etc.
- 1.53. WORK SITES:** Any location at which the Vendor/Contractor(s) is delivering contract services under the Contract, including debris pickup sites and all approved Government Debris Management Sites.

2. AVAILABILITY OF BIDDING DOCUMENTS:

- 2.1.** Interested firms may secure Bid documents, plans, drawings, site locations, and other pertinent information by visiting the website of www.bidnetdirect.com. For additional information please contact the Hernando County Board of County Commissioners, Purchasing and Contracts Department at (352) 754-4020 or by calling Bid Net at (800) 835-4603.

3. PREPARATION OF BID: To insure acceptance of your Bid, please follow these instructions:

- 3.1.** Interested firms are to submit two (2) original Bid responses. All Bid sheets including this form must be executed and submitted in a sealed envelope. (Do not include more than one (1) Bid response per envelope). **The face of the envelope shall contain, in addition to the address, the date, time of the Bid opening and the Bid number and title.** All Bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.

Submit bids to:

Hernando County Purchasing and Contracts Department
 20 North Main Street
 Room 266
 Brooksville, Florida 34601
 BID NUMBER (ITB NO. 20-TF0062/TPR)

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- 3.2. 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 the U.S. Postal Services, any courier system, or any other occurrence.
- 3.3. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after Bid opening.
- 3.4. Bids must contain a manual signature of an authorized representative of the company. Telegraphic or facsimile Bids **will not be accepted**.
- 3.5. It is the Bidder's responsibility to assure that the Bid is delivered at the proper time and location. Bids which are received after the Bid opening time will be returned unopened to the Bidder.
- 3.6. 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 instruction 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 he/she (they) have conducted such examinations.
- 3.7. No material, labor, or facilities will be furnished by the County unless specifically stated.
- 3.8. 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 the response to be found non-responsive and subject to rejection.
- 3.9. No responsibility shall attach to Hernando County, the Clerk of Circuit Court, or any official or employee thereof, for the pre-opening of, post opening of, or failure to open, a Bid not properly addressed and identified.

4. TIMETABLE:

Date of Distribution:	March 4, 2020
Non-Mandatory Pre-Bid:	March 20, 2020 at 9:00 a.m.
Last Date of Inquiries:	April 3, 2020 at 5:00 p.m.
Bids Due:	April 29, 2020 at 3:00 p.m.

5. NON-MANDATORY PRE-BID CONFERENCE:

- 5.1. A Non-Mandatory Pre-Bid Conference will be held **March 20, 2020, at 9:00 a.m. at Hernando County Department of Public Works, 1525 East Jefferson Street, Brooksville, Florida 34601.**
- 5.2. This conference will only be held once.
- 5.3. Bidder attendance is HIGHLY encouraged to understand the complexities of this project for the Bidder's greater awareness and understanding.

6. **BID OPENING:** Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 (Current Edition) Sealed Bids, Proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection

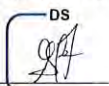
until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, Proposals, or final replies whichever is earlier.

7. **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:
- 7.1. All questions relative to interpretation of the specifications or the Bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the Bids.
- 7.2. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the www.bidnetdirect.com. **Oral answers will not be authoritative.**
- 7.3. It will be the responsibility of the Bidder to visit www.bidnetdirect.com to insure they are aware of all Addenda issued for this solicitation.
- 7.4. Questions must be submitted via e-mail to purchasing@hernandocounty.us or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the Bid documents.
- 7.5. All Addenda must be acknowledged by signing and submitted with the Bid. Failure to acknowledge any Addenda may render the Vendor/Contractor's Bid as non-responsive and subject to rejection.
8. **COMMUNICATION:** There shall be no communication between the Vendor/Contractor, their employees or Sub-Contractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing and Contracts Department. Any attempt to communicate with any County Representative outside the Purchasing and Contracts Department will be considered a violation of the Purchasing Policy and may result in the rejection of your Bid.
9. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.
10. **BID PROTESTS:** Any Bidder who protests the Bid specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code (Current Edition), and applicable provisions in Section 120.57, F.S. (Current Edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition). Failure to file a protest within the time prescribed in section 120.57(3), F.S. (current edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S. (current edition).

SECTION III - GENERAL CONDITIONS

11. **CONTRACT PERIOD:**

- 11.1. 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.
- 11.2. The period of the Contract shall extend for thirty-six (36) months effective from date of award.
- 11.3. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioner or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2) additional twelve (12) month 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

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convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

- 11.4. 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.

12. BID PRICE/SUBMITTAL REQUIREMENTS:

- 12.1. 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.
- 12.2. Unless otherwise stated, the prices Bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- 12.3. 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.
- 12.4. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 12.5. 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.
- 12.6. 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.

13. QUALIFICATION OF BIDDERS:

- 13.1. This Bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with his/her Bid:
- 13.1.1. 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 by completing the reference sheets attached in Section VII. These references must be for work performed within the past three (3) years.
- 13.1.2. List of equipment and facilities available to do work.
- 13.1.3. List of personnel, by name and title, contemplated to perform the work.
- 13.1.4. Failure to submit this information may be cause for rejection of your Bid.

14. BID EVALUATION AND AWARD:

- 14.1. 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.
- 14.2. Award shall be made on an "All-or-None Total Offer" basis to the lowest, responsive and responsible Bidder. However, the County reserves the sole right to reject any and all Bids in accordance with the Hernando County Procurement Ordinance. Failure to provide a price for all areas upon the Bid Form may deem the Bidder's response/submission as non-responsive.
- 14.3. The Bid price constitutes the total compensation payable to the Vendor/Contractor for performing all work specified within these Contract documents. All duties, responsibilities, and obligations assigned to or undertaken by the Vendor/Contractor shall be at their expense without change in the Contract price(s).
- 14.4. The County shall be the sole judge as to the relative merits of the Bids received.
- 14.5. 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.
- 14.6. 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.

15. LOCAL PREFERENCE: N/A

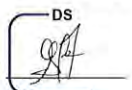
16. **HOURS:** Work may be performed between sunrise and sunset, Monday through Sunday. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.
17. **WARRANTIES:** The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

18. DELIVERY AND ACCEPTANCE:

- 18.1. 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.
- 18.2. 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 correction 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.
- 18.3. Unless otherwise specified, services shall be performed as described in these Contract documents.



- 18.4.** 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. NON-PERFORMANCE:**
- 22.1.** 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.
- 22.1.1.** 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 (CPO) reserves the sole right to impose and debar Vendor/Contractor, 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.
- 23. 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.
- 24. PUBLIC ENTITY CRIMES:** Any person submitting a Bid or Proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Bidders must complete and return with its Bid the Sworn Statement to Public Entity Crimes Form attached in these Bid documents.
- 25. 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 his/her designee.
- 26. 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.**

- 27. 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 (CPO) or designee, order additions, deletions or revisions in the Work, the same being authorized by Change Order or Contract Modification/Amendment. The cumulative total of Change Orders and/or Modifications/Amendments to this Contract under \$35,000.00 (cap) will be approved by the CPO or its designee. Once the \$35,000.00 cap is reached, all other additions, or revisions to this Contract that exceed the "cap" are subject to approval by the Hernando County Board of County Commissioners through Board Agenda Item. Only upon receipt of a Change Order, or Modification/Amendment executed by the Contractor and County (subject to approval by the CPO and/or Board of County Commissioner – as applicable) shall the 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 CPO or Board of County Commissioners (as approvable) and,
 - b) It is the 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.

28. TAXES:

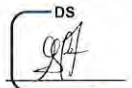
- 28.1.** The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8,
effective 1/31/2019 – expiring on 1/31/2024.

- 28.2.** This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).

- 29. 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 he/she/it is 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 his/her/its 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 he/she/it is bidding on, and will be required to furnish goods identical to the Bid standard as specified.

- 30. 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

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

31. **TERMINATION:**

31.1. Termination for Default:

31.1.1. 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:

31.1.1.1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

31.1.1.2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.

31.1.1.3. Make progress so as to endanger performance of this Contract.

31.1.1.4. Perform any of the other provisions of this Contract.

31.1.2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her 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 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.

31.1.3. 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:

31.1.3.1. Stop work on the date and to the extent specified.

31.1.3.2. Terminate and settle all orders and Sub-Contracts relating to the performance of the terminated work.

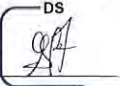
31.1.3.3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

31.1.3.4. Continue and complete all parts of that work that have not been terminated.

31.1.4. 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.

- 31.2. 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.
- 32. 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 Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- 33. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:** N/A
- 34. 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:
- 34.1.** 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.
- 34.2.** 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.
- 35. 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.
- 36. 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 his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Bid.
- 37. 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 six (6) 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 six (6) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:
- 37.1.** Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- 37.2.** Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.
- 37.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure

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requirement are not disclosed except as authorized by law; and,

- 37.4.** Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm 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.
- 37.5.** Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).
- 37.6.** The Vendor/Contractor shall, at request for Final Payment/Project Close-out, provide complete records over to Hernando County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE 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 20 NORTH MAIN STREET, ROOM 266, BROOKSVILLE, FL 34601.

38. PAYMENT:

- 38.1.** 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:

**PUBLIC WORKS DEPARTMENT
1525 EAST JEFFERSON STREET
BROOKSVILLE, FL 34601**

- 38.2.** Each invoice shall give a detailed breakdown of the services provided.
- 38.3.** 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.
- 38.4.** Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- 38.5. 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.

39. CONFLICT OF INTEREST:

- 39.1. 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 year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor

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shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.

39.2. 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:

39.2.1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or

39.2.2. 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

39.2.3. 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.

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

40. GRATUITIES AND KICKBACKS:

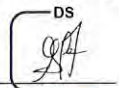
40.1. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity 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.

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

41. E-VERIFY:

41.1. 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).

41.2. 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)

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pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

- 41.3.** Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
- 41.3.1.** The County's Purchasing and Contracts Department at (352) 754-4020; and
- 41.3.2.** Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- 41.4.** 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.
- 41.5.** Vendor/Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its Agreements with Sub-Contractors:
- 41.5.1.** Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- 41.5.2.** 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.
- 41.5.3.** Establish a written hiring and employment eligibility verification policy.
- 41.5.4.** 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.
- 41.5.5.** 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.
- 41.5.6.** 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.
- 41.5.7.** Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- 41.5.8.** Establish a program to assess Sub-Contractors' 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 Sub-Contractor Agreements.
- 41.5.9.** 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.
- 41.5.10.** 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.

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41.5.11. 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.

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

42. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition): Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

43. INSURANCE REQUIREMENTS:

43.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

43.1.1. 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 Sub-Contractors, 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.

43.1.2. PROTECTION OF PERSONS AND PROPERTY:

43.1.2.1. 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.

43.1.2.2. 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.

43.2. 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.

43.2.1. WORKERS' COMPENSATION: As required by law:

STATE.....Statutory
APPLICABLE FEDERAL.....Statutory
EMPLOYER'S LIABILITY.....Minimum: \$100,000 each accident
\$100,000 by employee
\$500,000 policy limit

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 (Current Edition), 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. <http://www.myfloridacfo.com/wc/exemption.html>

43.2.2. 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.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE..... \$1,000,000
GENERAL AGGREGATE..... \$2,000,000
PERSONAL/ADVERTISING INJURY..... \$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE....\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire) \$50,000
MEDICAL EXPENSE (Any one (1) person)\$5,000

43.2.3. 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.

43.2.4. 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.

43.2.5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage

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shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person)	\$1,000,000
BODILY INJURY (Per Accident)	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

43.2.6. Not-Required ASW (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

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

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

43.2.7. Not-Required ASW (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate.

The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation.

The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm.

If there are any deductibles applicable to the insurance required herein, Vendor/Contractor must pay any part of any loss not covered because of the operation of such deductibles.

The insurance as required herein must be maintained in effect until the earliest of the following date:

- 43.2.7.1. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 43.2.7.2. Date on which final payment of this Contract has been made by County to Vendor/Contractor; or
- 43.2.7.3. Date on which the insurable interests in the property of all insured other the County have ceased.

43.2.7.4. Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

43.2.8. Not-Required _____ (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Vendor/Contractor shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Vendor/Contractor, its agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Vendor/Contractor that would inure to the benefit of the County.

43.2.9. Not-Required JSW (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

43.2.10. Not-Required _____ (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

POLLUTION LIABILITY

Include exposures of pesticides/insecticides and herbicides.

Limits as follows:

No less than \$1,000,000 Per Occurrence

\$1,000,000 Aggregate

\$5,000 Medical Payment

Additional Insured & Waiver of Subrogation required.

43.2.11. **SUB-CONTRACTORS (if applicable):** All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners Certificates of Insurance with the same limits required by the county as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regard to General Liability.

43.2.12. **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 to its poor financial condition or its failure to adhere to legal requirements.

43.3. Each insurance policy shall include the following conditions by endorsement to the policy:

43.3.1. 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. The Certificate of Insurance shall provide a minimum thirty (30) day notice to the County of cancellation of the policy, 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 notice that coverage no longer complies with the insurance requirements herein, **Vendor/Contractor agrees to notify the County by fax 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: Purchasing and Contracts Department
 20 North Main Street
 Room 266
 Brooksville, FL 34601

- 43.3.2.** Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles as all are the sole responsibility and risk of Vendor/Contractor.
- 43.3.3.** 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.
- 43.3.4.** 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.
- 43.4.** The Vendor/Contractor shall be required to provide a current certificate of insurance to the County prior to commencement of services.
- 43.5.** 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.
- 43.6.** 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 the Vendor/Contractor's obligation to maintain such insurance.

44. MINIMUM WAGE RATES:

- 44.1.** The Vendor/Contractor shall be required to pay his/her/its employees no less than the Federal Minimum Wage Rate.
- 44.2.** 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.
- 44.3.** 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.

45. SAFETY PRE-CAUTIONS:

- 45.1.** The Vendor/Contractor shall be responsible for instructing his 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.
- 45.2.** All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and Occupational Safety and Health Administration (OSHA) requirements.

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- 46. 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/Contactor will in no way relieve his/her/its responsibility.
- 47. CONE OF SILENCE:** This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.
- 47.1.** All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.
- 47.2.** Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit Bids, or have submitted Bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification from this project.
- 48. CLAIMS:**
- 48.1.** Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- 48.2.** 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 Paragraph 59. 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).

48.3. 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 of the following actions in writing:

48.3.1. Deny the claim in whole or in part,

48.3.2. Approve the claim, or

48.3.3. 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.

48.4. 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.

48.5. 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 Paragraph 49 within thirty (30) days of such action or denial.

49. DISPUTE RESOLUTION:

49.1. 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.

49.2. 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.

49.3. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Paragraph 48 shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

49.3.1. Agrees with the other party to submit the claim to another dispute resolution process, or

49.3.2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

SECTION IV - SPECIAL CONDITIONS

50. LICENSES AND PERMITS:

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

50.2. 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.

50.3. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

51. **PRE-AWARD MEETING:** Within fourteen (14) days after receipt of notice of intent of award of Bid, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

52. **PERFORMANCE:**

52.1. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall begin no later than twenty-four (24) hours from receipt of notification. Bids which fail to meet this requirement shall be rejected.

52.2. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the request or Contract, and all other applicable remedies available to the County under state law.

52.3. 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.

52.4. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this Contract, to pay the County the sum extended by the County to Contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.

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

53. **LIQUIDATED DAMAGES:** N/A

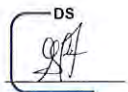
54. **BID BOND/PERFORMANCE BOND AND PAYMENT BOND:**

54.1. Each Bid must be accompanied by a Certified or Cashier's check or Bid Bond in a sum of not less than ten percent (10%) of the total Bid. Bid deposits amounting to less than two hundred dollars need not be submitted. All checks shall be made payable to the Hernando County Board of County Commissioners. Unsuccessful Bidder's performance deposit will be returned upon evaluation and award of Bid. The awarded Vendor/Contractor's performance deposit will be returned upon receipt and acceptance of a 100% Performance Bond and a 100% Payment Bond. Under no circumstances shall the awarded Vendor/Contractor start work until he/she has supplied an acceptable Performance Bond and Payment Bond. If the awarded Vendor/Contractor fails to supply a Performance Bond and/or Payment Bond as specified in the Bid, the County shall be entitled to retain the Bid deposit to rectify the Bidder's unacceptable performance. The Surety which issues the Bid Bond and the Performance Bond and Payment Bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".

54.2. The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of Contract awarded as a result of this Bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. The Surety of such Bond shall be in an amount equal to the Bid. The Surety shall be responsible for any liquidated damages assessed because of failure to complete this Contract. The Surety shall also be responsible for any increases or extensions to the Contract. The attorney-in-fact who signs the Bond must send with the Bond a certificate and effective dated copy of power of attorney. Under

no circumstances shall the awarded Vendor/Contractor begin work until he/she has supplied the County a Performance Bond and Payment Bond.

- 55. PRICING:** 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.
- 56. PRICE ADJUSTMENT:** Written request for price adjustments may be made every twelve (12) months, no less than ninety (90) 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. For example, if annual adjustments may be requested under a three (3) year Contract and none is requested after the first two (2) years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The maximum allowable increase shall not exceed four percent (4%). All price adjustments must be accepted by the Chief Procurement Officer and ratified by the Board of County Commission and shall be accomplished by written amendment to this Contract. Hernando County reserves the sole right to approve or deny price adjustments.
- 57. CHANGES - SERVICE CONTRACTS:**
- 57.1.** 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:
- 57.1.1.** Description of services to be performed.
- 57.1.2.** Time of performance (i.e., hours of the day, days of the week, etc.).
- 57.1.3.** Place of performance of the services.
- 57.2.** If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the Change Order, the Vendor/Contractor shall commence performance of the work as specified.
- 57.3.** The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this Contract without an executed Change Order issued by the Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this Contract without an executed Change Order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.
- 58. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:** It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay Contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**
- 59. JESSICA LUNDSFORD ACT:** The work may require the Vendor/Contractor to enter school grounds when students are present. Accordingly, as required by Section 1012.465, F.S. (Current Edition), Vendor/Contractor's employees and agents that will enter school grounds must meet Level 2 screening requirements as described in Section 1012.32, F.S. (Current Edition). Vendor/Contractor must provide

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evidence that it is in compliance with this requirement no later than five (5) days prior to commencement of work.

SECTION V: SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS

65. REMEDIES

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

65.1. Opportunity to Cure:

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

65.2. Waiver of Remedies for any Breach:

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

66. TERMINATION OF CONTRACT

Applies to contracts in excess of \$10,000

66.1. Termination for Convenience (Professional Services):

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

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66.2. Termination for Default:**66.2.1. Termination for Default (Professional Services)**

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

66.3. Termination by Owner:

- 66.3.1.** The Owner may terminate this Contract in whole or in part, for the failure of the Vendor/Contractor(s) to:
- 66.3.1.1.** Perform the services within the time specified in this Contract or by Owner approved extension;
- 66.3.1.2.** Make adequate progress so as to endanger satisfactory performance of the Project;
- 66.3.1.3.** Fulfill the obligations of the Agreement that are essential to the completion of the Project.
- 66.3.2.** Upon receipt of the notice of termination, the Vendor/Contractor(s) must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Contract, the Vendor/Contractor(s) must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this Contract, whether complete or partially complete.
- 66.3.3.** Owner agrees to make just and equitable compensation to the Consultant Vendor/Contractor(s) for satisfactory work completed up through the date the Vendor/Contractor(s) receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- 66.3.4.** Owner further agrees to hold Vendor/Contractor(s) harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
- 66.3.5.** If, after finalization of the termination action, the Owner determines the Vendor/Contractor(s) was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

66.4. Termination by Vendor/Contractor(s):

- 66.4.1.** The Vendor/Contractor(s) may terminate this Contract in whole or in part, if the Owner:

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

67. **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

- 67.1. Overtime requirements: No Vendor/Contractor(s) or Sub-Contractor 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.
- 67.2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph 67.1 of this section the Vendor/Contractor(s) and any Sub-Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor/Contractor(s) and Sub-Contractor 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 67.1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 67.1 of this section.
- 67.3. Withholding for unpaid wages and liquidated damages: The (FDEM or 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 Vendor/Contractor(s) or Sub-Contractor under any such Contract or any other Federal Contract with the same prime Vendor/Contractor(s), or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor/Contractor(s), such sums as may be determined to be necessary to satisfy any liabilities of such contractor or Sub-Contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 67.2 of this section.
- 67.4. Sub-Contracts: The Vendor/Contractor(s) or Sub-Contractor shall insert in any Sub-Contracts the clauses set forth in paragraph 67.1 through 67.4 of this section and also a clause requiring the Sub-Contractors to include these clauses in any lower tier Sub-Contracts. The prime

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Vendor/Contractor(s) shall be responsible for compliance by any Sub-Contractor or lower tier Sub-Contractor with the clauses set forth in paragraphs 67.1 through 67.4 of this section.

68. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

68.1. Clean Air Act

- 68.1.1.** The Vendor/Contractor(s) 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.
- 68.1.2.** The Vendor/Contractor(s) agrees to report each violation to FEMA and understands and agrees that FEMA or Hernando County will, in turn, report each violation as required to assure notification to Hernando County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 68.1.3.** The Vendor/Contractor(s) agrees to include these requirements in each Sub-Contract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

68.2. Federal Water Pollution Control Act

- 68.2.1.** The Vendor/Contractor(s) 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.
- 68.2.2.** The Vendor/Contractor(s) 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.
- 68.2.3.** The Vendor/Contractor(s) agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

69. DEBARMENT AND SUSPENSION

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

- 69.1.** This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Vendor/Contractor(s) is required to verify that none of the Vendor/Contractor(s), its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 69.2.** The Vendor/Contractor(s) must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 69.3.** This certification is a material representation of fact relied upon by Hernando County. If it is later determined that the Vendor/Contractor(s) did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM and Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

Vendor/Contractor(s) who apply or Bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

71. PROCUREMENT OF RECOVERED MATERIALS

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

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

71.1.1. Competitively within a timeframe providing for compliance with the Contract performance schedule;

71.1.2. Meeting contract performance requirements; or

71.1.3. At a reasonable price.

71.2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

72. ADDITIONAL FEMA REQUIREMENTS

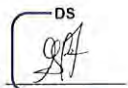
The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

72.1. Changes

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

72.2. Access to Records

72.2.1. The Vendor/Contractor(s) 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 Vendor/Contractor(s) which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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- 72.2.2.** The Contractor Vendor/Contractor(s) agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 72.2.3.** The contractor Vendor/Contractor(s) 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.

73. DHS SEAL, LOGO, AND FLAGS

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

74. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Vendor/Contractor(s) will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

75. 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, Vendor/Contractor(s), or any other party pertaining to any matter resulting from the Contract.

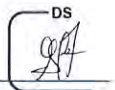
76. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

77. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR AREA SURPLUS FIRMS

77.1. Requirement. Hernando County must take all necessary, affirmative steps to assure that small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible. 2 C.F.R. § 200.321(a). *These steps are in addition to full and open competition* and must include, at a minimum, the following six affirmative steps:

- 77.1.1.** Solicitation Lists. Hernando County must place small and minority businesses and women's business enterprises on solicitation lists. 2 C.F.R. § 200.321(b)(1).
- 77.1.2.** Solicitations. Hernando County must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources. 2 C.F.R. § 200.321(b)(2).
- 77.1.3.** Dividing Requirements. Hernando County must divide total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(3).
- 77.1.4.** Delivery Schedules. Hernando County must establish delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(4).
- 77.1.5.** Obtaining Assistance. Hernando County must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. 2 C.F.R. § 200.321(b)(5).



- 77.1.6.** Prime Vendor/Contractor(s) Requirements. Hernando County must require the prime Vendor/Contractor(s), if Sub-Contracts are anticipated or let, to take the five affirmative steps described above. 2 C.F.R. § 200.321(b)(6).

SECTION VI: SCOPE AND SPECIFICATIONS

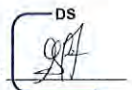
- 78. CONFLICTING TERMS WITH SECTION V:** In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) and any of the terms of Section V, the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) shall control.
- 79. SCOPE OF WORK:** The Consultant will be qualified, experienced and licensed to provide Disaster Debris Monitoring Consulting Services within Hernando County, Florida.
- 80. ASSIGNMENT:** 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.

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.

81. TECHNICAL SPECIFICATIONS:

81.1. INTRODUCTION: 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.

- 81.1.1.** 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.
- 81.1.2.** The emphasis of this Bid shall be to ensure:
- 81.1.2.1.** Worker and public safety as a TOP PRIORITY of ALL operations;
- 81.1.2.2.** Effective coordination of ALL operations and how one interrelates to the other;
- 81.1.2.3.** 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;
- 81.1.2.4.** The County has every opportunity to maximize ALL governmental reimbursement programs and any time-line based incentive programs.
- 81.1.3.** This Bid shall result in a Contract between the Bidder(s) and Hernando County.

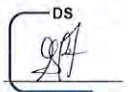
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- 81.1.4.** Successful Bidders to this ITB shall be prohibited from simultaneously engaging in a contractual relationship with the County where the Bidder is providing services of Debris Management (Removal Services). No Bidder may appear on a resulting ranking list for any of the above solicitations.
- 81.1.5.** 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 Vendor/Contractor(s)) in accordance with the Stafford Act and FEMA policies and guidelines. Consultant(s) shall coordinate with the County and the Vendor/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 Vendor/Contractor(s) performance including suggestions and assistance with implementing recommendations to improve efficiency.
- 81.1.6.** 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.
- 81.2. PROJECT MANAGEMENT AND PROCESS OVERSIGHT:** Project management and process oversight activities shall include, but not be limited to, the following:
- 81.2.1.** 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).
- 81.2.2.** 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 twenty-four (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.
- 81.2.3.** 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.
- 81.2.4.** 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 Vendor/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.

- 81.2.5.** Consultant(s) shall provide trained personnel to observe, direct, and document the activities of the Vendor/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 Vendor/Contractor(s).
- 81.2.6.** Consultant(s) shall monitor the Vendor/Contractor(s) progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.
- 81.2.7.** The Consultant(s) and Vendor/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 (70) working hours immediately following the disaster event.
- 81.2.8.** The Vendor/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) Vendor/Contractor(s), and county employees).
- 81.2.9.** 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.
- 81.2.10.** Consultant(s) shall prepare FEMA worksheets and review worksheets with County Office of Management and Budget (OMB) staff.
- 81.2.11.** Consultant(s) shall establish a toll-free hotline and email address for county residents to report debris.

81.3. CONSULTANT(S) PERSONNEL

- 81.3.1.** 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 Vendor/Contractor(s).
- 81.3.2.** 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.
- 81.3.3.** 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.
- 81.3.4.** 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

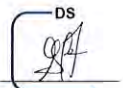
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additions or deletions of staff. Any changes in key personnel, such as but not limited to, the Project Manager and Field Supervisors, must be approved by the County. The County retains the right to request personnel replacements.

- 81.3.5.** 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.
- 81.3.5.1.** Project Manager - Primary point of contact to the County; overall responsibility for all Consultant(s) services and personnel.
- 81.3.5.2.** Field Supervisor - Responsible for a crew of Field Monitors.
- 81.3.5.3.** Field Monitor - Responsible for overseeing the Vendor/Contractor(s)'s debris recovery activities and issuing load tickets.
- 81.3.5.4.** TDMS Monitor - Responsible for recording the volume of debris brought to a TDMS by the Vendor/Contractor(s).
- 81.3.5.5.** Drop-Off Site Monitor - Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the Consultant(s).
- 81.3.5.6.** TDMS/Drop-Off Site Security - Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.
- 81.3.5.7.** GIS Specialist - Responsible for coordinating GIS application with County GIS staff members.
- 81.3.5.8.** Data Entry Clerk - Responsible for tracking, verifying and entering load tickets or managing electronic entries from handheld scanning devices/platforms.
- 81.3.6.** Consultant(s) TDMS personnel must wear OSHA-required safety equipment whenever at a TDMS and must adhere to all County, Consultant Vendor/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.

81.4. TRAINING REQUIREMENTS AND EXERCISE PARTICIPATION: At the County's sole option and at NO COST to the County, the Offeror(s) (Consultant(s)) who appear on any resulting ranked listing agree that by making a submission to this Bid shall and their acceptance to be placed on a resulting ranked listing they will:

- 81.4.1.** 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.
- 81.4.2.** Within six (6) months of acceptance of this agreement and annually in the month of May thereafter, the Consultant(s) appearing on the ranked listing shall participate in the development, maintenance, and annual review of the County Debris Management Plan. As a result of this effort, the 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 shall be coordinated and accomplished, and thereby resulting in a signed agreement between the County and the Consultant(s).

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81.4.3. 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 Vendor/Contractor(s) shall include Vendor/Contractor(s) provided training in the use of its data management system.

81.4.4. All Vendor/Contractor(s) shall be required to have at least one (1) 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.

81.5. MOBILIZATION AND PERFORMANCE SCHEDULE:

81.5.1. Consultant(s) will provide continuous services, per the rates proposed and for the period specified in the Notice to Proceed. Consultant(s) shall mobilize a staff of sufficient size as determined by the Director of Public Works, their designee, or the Hernando County Director of Emergency Management to adequately manage debris operations. During this period, the Vendor/Contractor(s) shall provide to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management daily updates on debris to be removed and estimate the time remaining for job completion. 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). Where not otherwise specified the Bidder shall indicate the timeframes required to mobilize their capabilities as part of their Bid submission. This will be a basis of scoring and any future determination of a failure to perform.

81.5.2. 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.

81.6. ANNUAL CONSULTATION WITH COUNTY

81.6.1. 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:

81.6.1.1. At the County's option, Consultant(s) shall attend up to three meetings annually for disaster event planning.

81.6.1.2. At the County's option, Consultant(s) shall attend, participate and facilitate annual meetings and/or training with the County.

81.6.1.3. 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.

81.6.1.4. Consultant(s) shall annually review and visit with County staff the TDMS to be used during the coming year.

81.6.1.5. Consultant(s) shall provide phone consultations and reference information to County staff upon request.

81.7. MEDIA INTERACTION:

- 81.7.1.** The Consultant(s), including all Sub-Consultant(s), shall 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, or designated County Public Information Officer (PIO). This includes on site interviews requested from any media outlet.
- 81.7.2.** 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.

81.8. CADAVER RECOVERY AND IDENTIFICATION:

- 81.8.1.** 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:
- 81.8.1.1.** Each crew leader is responsible for watching the debris pile and identifying any potential human remains. If found or suspected, the crew leader shall immediately stop work in the area and notify the DM, who shall be responsible for notifying appropriate law enforcement representatives in the Emergency Operations Center, and immediately follow with an appropriate notification to the Director of Public Works, their designee, or the Hernando County Director of Emergency Management. The crew shall remain at the site until released by the authority having jurisdiction.
- 81.8.1.2.** All crew members are forbidden from discussing the location, status, composition, sex, and especially the name of the deceased. Any individual found to be passing this information on about what they have seen shall be immediately dismissed from the job. Proper next of kin notification procedures shall be conducted by the responsible authority.

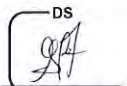
81.9. SAFETY:

- 81.9.1.** 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 Sub-Contracts contain an equivalent safety provision.
- 81.9.2.** The Vendor/Contractor(s) shall be solely responsible for pedestrian and vehicular safety and control within the assigned workspace and shall provide the necessary warning devices, barricades, and other devices necessary to meet Federal, State and local requirements. At a minimum, one flag person shall be posted at each loading site to direct traffic.
- 81.9.3.** 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 Vendor/Contractor(s) and shall be accomplished in conformance with local traffic codes.

- 81.9.4. Vendor/Contractor(s) shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at the temporary debris staging sites. The Vendor/Contractor(s) shall comply with all Federal, State, and local safety regulations.
- 81.9.5. The traffic control personnel and equipment shall be in addition to the personnel and equipment required for debris removal and hauling.
- 81.9.6. The Vendor/Contractor(s) shall erect proper barricades, signs, and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal.
- 81.9.7. 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.

82. CONSULTANT(S) RESPONSIBILITIES AND EXPECTATIONS:

- 82.1. **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.
- 82.2. **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.
- 82.3. **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).
- 82.4. **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.
- 82.5. **MULTIPLE, SCHEDULED PASSES:** Vendor/Contractor(s) shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the County. The County shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County. The Vendor/Contractor(s) shall document the completion of all passes based on the direction from the County and shall provide this documentation to the County on the frequency requested by the County.
- 82.6. **"CLEAN AS YOU GO" POLICY:** The Vendor/Contractor(s) shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations. The Vendor/Contractor(s) shall exercise care so as not to generate litter during the removal process. The Vendor/Contractor(s) shall clean up loose material in the immediate vicinity of the right-of-way.



The Vendor/Contractor(s) shall be responsible for the repair of any collateral damage caused to private or public property.

82.7. DAMAGES BY VENDOR/CONTRACTOR(S): Vendor/Contractor(s) shall be responsible for conducting all operations, whether contemplated by this Contract 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. Vendor/Contractor(s) shall also be responsible for damages due to the negligence of its employees and Sub-Contractor(s). Vendor/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 twenty-four (24) hours. Should any property be damaged due to negligence on the part of the Vendor/Contractor(s), the County may either bill Vendor/Contractor(s) for the damages, withhold funds due to Vendor/Contractor(s), or the Vendor/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.

82.7.1. The Vendor/Contractor(s) shall be legally responsible for damage to and private property while performing duties outlined in these specifications.

82.7.2. The Vendor/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.

82.7.3. All areas throughout the County where debris removal is accomplished and there is damage due to the Vendor/Contractor(s) operations, the Vendor/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.

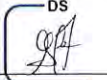
82.7.4. The Vendor/Contractor(s) shall be responsible for correcting any notices of violations issued as a result of the Vendor/Contractor(s) or any Sub-Vendor/Contractor(s) actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the County.

82.7.5. The Vendor/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, State or local environment laws and regulations or nuisance statues by Vendor/Contractor(s), their Sub-Vendor/Contractor(s), or any other persons, corporations, or legal entities retained by the Vendor/Contractor(s) under this Contract.

82.7.6. 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 Vendor/Contractor(s) to redo any work that is not done satisfactorily and in accordance with the requirements and specifications stated herein.

82.7.7. 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.

82.7.8. The Vendor/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

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the part of the Vendor/Contractor(s), such property shall be restored by the Vendor/Contractor(s) at their expense to a condition similar or equal to that existing before such damage or injury, or the Vendor/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.

- 82.7.9.** 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 Vendor/Contractor(s), the Vendor/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.
- 82.8. 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.
- 82.9. CERTIFICATIONS:** The Vendor/Contractor(s) shall adhere to the process for certification of personnel and vehicles, to include the following:
- 82.9.1.** Certification of Vehicles and Load Capacity
- 82.9.2.** Vendor/Contractor(s) shall ensure that all equipment is certified in accordance with FEMA procedures. After a disaster, the County, or their designated representative, shall begin the equipment certification at a pre-designated site, or at staging areas established by the Vendor/Contractor(s).
- 82.9.3.** All Vendor/Contractor(s) and Sub-Contractor(s) trucks shall have valid registrations, insurance and meet basic operational criteria including but not limited to tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.
- 82.9.4.** Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck shall receive two (2) placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver shall be provided up to two (2) copies of the certification sheet for the Vendor/Contractor(s) and Sub-Contractor(s) records.
- 82.9.5.** 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:
- 82.9.5.1.** 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.
- 82.9.5.2.** 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.



82.9.5.3. 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.

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

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.

82.10. 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:

82.10.1. 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 Vendor/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.

82.10.2. 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.

82.10.3. Consultant(s) shall have Field Monitors stationed at designated Choke Points.

82.10.4. Consultant(s) shall also have roving Field Monitors that shall observe Vendor/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.

82.10.5. If a Field Monitor finds that the Vendor/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 Vendor/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.

- 82.10.6.** 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.
- 82.10.7.** Field Monitors shall be empowered to enforce the County's Clean As You Go policy in regard to the Vendor/Contractor(s) fulfilling their Scope of Work.
- 82.10.8.** 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 Vendor/Contractor(s) annually. The County reserves the right to add, remove or change TDMS locations are needed at the sole discretion of the County.
- 82.10.9.** Consultant(s) shall be prepared to begin accepting debris at the TDMSs within twelve (12) hours of notice from the Director of Public Works or their designee.
- 82.10.10.** TDMS Monitor responsibilities shall include but not be limited to the following:
- 82.10.10.1.** Ensure all loads of debris hauled to the TDMS site by the Vendor/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.
- 82.10.10.2.** Photograph loads of debris, as directed by the County or FEMA, and record load information with the photograph.
- 82.10.10.3.** Compile all load tickets and provide copies to the Vendor/Contractor(s) in a format acceptable to the County and the collector's designated personnel.
- 82.10.10.4.** Obtain and verify the Vendor/Contractor(s)'s fleet documentation. Consultant(s) shall obtain from the Vendor/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 Vendor/Contractor(s) and the reported volume shall be the same as shown on signs affixed to each piece of equipment.
- 82.10.10.5.** Certify all debris vehicles at the TDMS beginning no later than twenty-four (24) hours after the storm passes. Consultant(s) shall update the fleet documents as the Vendor/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.

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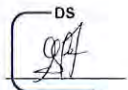
- 82.10.10.6.** Verify that all Vendor/Contractor(s) equipment has been completely emptied prior to leaving the TDMS.
- 82.10.10.7.** Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe to operate with secured sideboards and tailgates.
- 82.10.10.8.** 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.
- 82.10.10.9.** 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:
- 82.10.10.9.1.** 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.
- 82.10.10.9.2.** 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.
- 82.10.10.9.3.** 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.
- 82.10.10.9.4.** Record and provide a copy of the completed load tickets in a format acceptable to the Vendor/Contractor(s) so removal of debris is coordinated for removal from the Drop-Off Site.
- 82.10.10.9.5.** Photograph debris, as directed by the County, to verify the source and type of debris.
- 82.10.10.10.** Consultant(s) shall be responsible for the following items at all TDMS and Drop-Off Sites:
- 82.10.10.10.1.** Verify that all sites have access control and security.
- 82.10.10.10.2.** 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.
- 82.10.10.10.3.** Assist with coordinating the logistics of the site to ensure safe and efficient traffic flow.

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- 82.10.10.10.4.** Conduct periodic safety inspections to ensure the Vendor/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).
- 82.10.10.10.5.** 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.
- 82.10.10.10.6.** Report safety or other hazards to the Director of Public Works or their designee.

83. DOCUMENTATION MANAGEMENT AND SUPPORT:

- 83.1.** 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.
- 83.2.** 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.
- 83.3.** 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), Vendor/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.
- 83.4.** 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 (70) hours following a Presidentially-declared disaster, this may require documenting Vendor/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.
- 83.5.** 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.
- 83.6.** 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 Vendor/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.

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- 83.7.** 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.
- 83.8.** Consultant(s) shall ensure all operations and deliverables that they, the Vendor/Contractor(s), and the County produce are in full compliance with FEMA 327 Public Assistance Debris Monitoring Guide.
- 83.9.** 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 (3) 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.
- 83.10.** Consultant(s) shall cooperate with all other Consultant(s) and Vendor/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.
- 83.11.** The Consultant(s), in coordination with the Vendor/Contractor(s) shall provide and 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:
- 83.11.1.** Paperless, electronic (handheld device) load ticket generation and data collection,
 - 83.11.2.** Debris vehicle certification data capture,
 - 83.11.3.** Encrypted and secure field data transfer,
 - 83.11.4.** 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,
 - 83.11.5.** Minimal manual entry of load ticket data fields,
 - 83.11.6.** Automation of debris pick-up locations through the use of GPS technologies,
 - 83.11.7.** Evaluation of daily event staging using web-based reporting and GIS tools,
 - 83.11.8.** Coordination of Disaster Debris Collector invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system,
 - 83.11.9.** Contractor shall use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.
- 83.12.** 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. Vendor/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 Vendor/Contractor(s), vehicle driver, Sub-Vendor/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).

- 83.13.** 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 Vendor/Contractor(s) shall submit samples of truck certification form, disposal/load ticket, and signage for sub-Vendor/Contractor(s) vehicles.
- 83.14.** Work closely with State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- 83.15.** 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 ninety (90) days after final invoice is processed by the County after the event. Vendor/Contractor(s) and Consultant(s) shall retain the data per FEMA requirements. The data management system shall be established and accessible forty-eight (48) hours before an event and reactivated as necessary for scheduled training activities.
- 83.16.** 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:
- 83.16.1. 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 Vendor/Contractor(s) operations within twenty-four (24) hours.
- 83.16.2. Weekly Summaries:** A summary of all information contained in the daily reports as described in paragraph 82.6.1 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 Vendor/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.
- 83.16.3. 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).
- 83.16.4. Data Reconciliation:** Reconciliation of data shall be accomplished weekly between the Vendor/Contractor(s) and the County's representative. All discrepancies shall be resolved within five (5) business days.
- 83.16.5. 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

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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.

84. SPECIFIC SERVICES:

- 84.1.** 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 (5) business days of request, weather permitting.
- 84.2.** Consultant(s) shall provide other related services as requested by the County. Such services may include but are not limited of the following:
- 84.2.1.** Perform damage assessments to determine areas impacted, quantities of debris, and types of debris generated;
- 84.2.2.** 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;
- 84.2.3.** Provide training to County staff as directed by the Director of Public Works, their designee, or the Director of Emergency Management;
- 84.2.4.** Be prepared with appropriate equipment, vehicles, staffing and supervisors to oversee cleaning and disposal of debris from beaches, marshlands, canals and waterways.

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

- 85.1.** The County may employ the services of a debris monitoring Vendor/Contractor to provide oversight of the Vendor/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 shall be outlined when a Notice to Proceed (NTP) is issued.
- 85.2.** The Vendor/Contractor(s) shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Vendor/Contractor(s) personnel and equipment shall be the responsibility of the Vendor/Contractor(s). Additionally, the Vendor/Contractor(s) shall pay for all materials, personnel, taxes, and fees necessary to perform the work.
- 85.3.** The County designated Collection Coordinator shall be the final authority for resolution of issues.

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86. CLAIMS RESOLUTION

- 86.1.** 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 Vendor/Contractor(s) within thirty (30) calendar days after submission.
- 86.2.** Each Consultant(s) shall submit all resolved claims to the County's designated representative. The Vendor/Contractor(s) report to the County's designated representative shall attest to the following:
- 86.2.1.** To the best of the Vendor/Contractor(s) knowledge all data offered by the claimant shall support that the claim is accurate and complete,
- 86.2.2.** The claims amount accurately reflects the claimant's actual incurred costs,
- 86.2.3.** 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,
- 86.2.4.** The Vendor/Contractor(s) shall pay no claims unless a valid claim was submitted to the County's designated representative.

- 87. LOAD TICKETS AND TRUCK CERTIFICATIONS:** The Consultant(s) shall supply a standard load ticket and a standard truck certification document for use during the performance of the Contract. Samples shall be provided with ITB response.
- 88. OVERTIME LABOR RATES:** Overtime labor rates shall be paid in accordance with U.S. Department of Labor standards.
- 89. 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.

END OF SECTION V - THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



SECTION VII: BID FORM
ITB NO. 20-TF0062/TPR – DISASTER DEBRIS MONITORING SERVICES

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

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

PART A – POSITION COSTS

POSITION	Estimated Hours		Hourly Rate	Total
Project Office/Principal	360	X	98.00	\$ 35,280.00
Project Manager	700	X	72.50	\$ 50,750.00
Operations Manager	1,900	X	62.50	\$ 118,750
FEMA Reimbursement Manager	500	X	95.00	\$ 47,500.00
Field Supervisor	8,000	X	60.00	\$ 480,000.00
Field Monitor	43,000	X	32.00	\$ 1,376,000.00
TDMS and Drop-Off Site Monitors	2,2000	X	32.00	\$ 704,000.00
TDMS/Drop-Off Site Security	7,560	X	0.00	\$ 0.00
Data Manager	700	X	56.25	\$ 39,375.00
Data Support Personnel	300	X	25.00	\$ 7,500.00
GIS Specialist	200	X	45.00	\$ 9,000.00
Operations Specialist	700	X	0.00	\$ 0.00
Engineer/Scientist/Professional	400	X	0.00	\$ 0.00
Environmental Consultant	700	X	0.00	\$ 0.00
Environmental Field Technician	700	X	0.00	\$ 0.00
Administrative Support	1,200	X	25.00	\$ 30,000.00
Data Entry Clerk (Paper Tickets as Back-Up if Needed)	200	X	25.00	\$ 5,000.00

PART I SUB-TOTAL: \$2,903,155.00

Witt O'Brien's LLC
 Company Name

DocuSigned by:

 Authorized Signature
 Greg Fenton, Chief Operating Officer

SECTION VII: BID FORM
ITB NO. 20-TF0062/TPR – DISASTER DEBRIS MONITORING SERVICES (continued)


PART II – AERIAL PHOTOGRAPHS

Aerial Photographs	Quantity		Unit Price	Total
Aerial Photo Package (5 Photos per Flight, different locations)	2	X	100.00	\$ 200.00
Photograph Copies (Duplicate of Original Approved Photo)	6	X	20.00	\$ 120.00
Additional Photographs (per photo, same flight, same location, different view)	5	X	20.00	\$ 100.00
Video	1	X	20.00	\$ 20.00
Additional location (one photo, same flight, different location)	5	X	20.00	\$ 100.00

PART II SUB-TOTAL: \$540.00TOTAL BASE BID (including Parts I – II): \$2,903,695.00TOTAL BASE BID (in words): Two Million Nine Hundred Three Thousand Six Hundred Ninety-Five Dollars US Dollars

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

Witt O'Brien's LLC
COMPANY NAME

DocuSigned by:

AUTHORIZED SIGNATURE Greg Fenton

1201 15th Street NW, Suite 600
MAILING ADDRESS

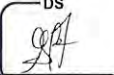
Washington, DC 20005
CITY, STATE, ZIP CODE

202-585-0780 202-580-8877 contractrequests@wittobriens.com
TELEPHONE NUMBER **FAX NUMBER** **EMAIL ADDRESS**

Greg Fenton Chief Operating Officer
CONTACT PERSON **TITLE**

Inquiries regarding this Invitation for bid may be directed to [Tonya Parker-Rimes](mailto:tonya.parker-rimes@hernandocounty.us), Purchasing Agent, at telephone number 352-754-4020 or email purchasing@hernandocounty.us.

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

DS


SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 1

STATEMENT OF NO BID

If you do not intend to bid on this requirement, please return this form immediately to:

**Hernando County
Purchasing and Contracts Department
20 North Main Street, Room 266
Brooksville, FL 34601**

We, the undersigned, have declined to submit a proposal on: _____
_____.

Reason:

- Specifications too tight, geared toward one brand or manufacturer (explain below)
- Insufficient time to respond.
- Specifications unclear (explain below)
- We do not offer this product/services.
- Our present schedule does not permit us to perform.
- Unable to meet specifications or provide services.

Remarks:

We understand that if this Statement of No Bid is not executed and returned, our name may be deleted from the list of qualified Bidders.

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____ TITLE: _____

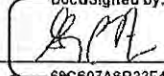
SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 2

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (Current Edition), hereby certify that, (print or type name of firm) Witt O'Brien's LLC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

DocuSigned by:

 Greg Effiong AP33F46B... Authorized Signature
 Chief Operating Officer 04/27/2020
 Date Signed


State of: Texas

County of: Harris

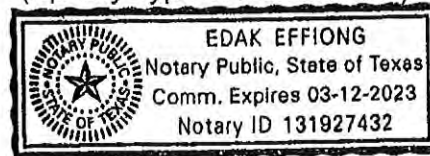
Sworn to and subscribed before me this 29th day of April, 2020

Personally known X or Produced Identification _____

(Specify Type of Identification)



 Signature of Notary



My Commission Expires: 3-12-2023

This document must be completed and returned with your Submittal.

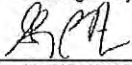
SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 3

**AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF
HERNANDO COUNTY EMPLOYEES**


Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret Agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

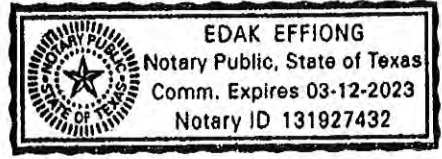
Greg Fenton, Chief Operating Officer, * being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation.

DocuSigned by:

Affiant Greg Fenton, Chief Operating Officer

STATE OF Texas
COUNTY OF Harris

The foregoing instrument was acknowledged before me this 29th day of April, 2020 by Greg Fenton, who is personally known to me or who has produced as identification and who did take an oath.


Notary Public: 131927432
My Commission Expires: 3-12-2023



*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 4

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), (CURRENT EDITION)
FLORIDA STATUTES, IN PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to

_____ County of Hernando _____

by _____ Greg Fenton, Chief Operating Officer _____
[print individual's name and title]

for _____ Witt O'Brien's LLC _____
[print name of entity submitting sworn statement]

whose business address is 2200 Eller Drive, P.O. Box 13038, Fort Lauderdale FL 33316

(if applicable) its Federal Employer Identification Number (FEIN) is 27-2783923
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : _____.

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

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

4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes (Current Edition), means:

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

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (Current Edition), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]
 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

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

DocuSigned by:

 [signature] Greg Fenton 04/29/2020 [date]

STATE OF FLORIDA

COUNTY OF Harris


PERSONALLY APPEARED BEFORE ME, the undersigned authority

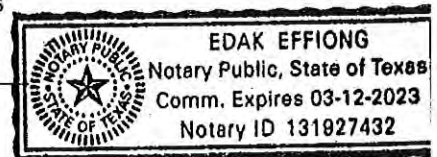
Greg Fenton who, after first being

[Name of Individual Signing]

sworn by me, affixed his signature in the space provided above on this

29th day of April 2020


 NOTARY PUBLIC



My commission expires: 3-12-2023

This document must be completed and returned with your Submittal.

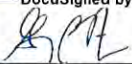
SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 5

AUTHORIZED SIGNATURES/NEGOTIATORS

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

Name	<u>Greg Fenton</u>	Title	<u>Chief Operating Officer</u>	Phone No.	<u>281-320-9796</u>
	<u>Cheryl Joiner</u>		<u>Director of Contracts</u>		<u>281-320-9796</u>
	_____		_____		_____
	_____		_____		_____

DocuSigned by:


(Signature) Greg Fenton
Chief Operating Officer

(Title)
Witt O'Brien's LLC

(Name of Business)

The Vendor/Contractor shall complete and submit the following information with its Bid or Proposal:

Type of Organization

_____ Sole Proprietorship Partnership
 _____ Joint Venture _____ Corporation

State of Incorporation: Delaware

Federal I.D. is 27-2783923

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 6

VENDOR REGISTRATION HERNANDO COUNTY, FL

To be completed by vendor:

Vendor type:

- () Corporation
- (X) Partnership
- () Sole Proprietorship
- () Other _____ (Explain)

Federal Employer Identification

Number or Social Security Number: 27-2783923

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: Witt O'Brien's LLC

Mailing Address: 1201 15th Street NW, Suite 600

City Washington State DC Zip 20005

Telephone No. 202-585-0780 Fax No. 202-580-8877

Web Address: https://www.wittobriens.com/contact-us Email: contractrequests@wittobriens.com

Commodity or Service Supply: emergency management, debris monitoring, public assistance, and hazard mitigation

If remittance address is different from the mailing address so indicate below.


Firm Name: Witt O'Brien's LLC

Mailing Address: Dept. 3599, P.O. Box 123599

City Dallas State TX Zip 75312-3599

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

- (X) Please check this box if you accept the ACH electronic payment method. (Recommended and Preferred)

Signature:  _____
60C607A6B33F46B...

Name & Title Printed: Greg Fenton, Chief Operating Officer

This document must be completed and returned with your Submittal.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Witt O'Brien's LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1201 15th Street, NE Suite 600

6 City, state, and ZIP code
Washington, DC 20005

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

2	7	-	2	7	8	3	9	2	3
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Rob Amunacion* Date ▶ *11/7/2020*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 7

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to

_____ HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS _____

by _____
[Print individual's name and title]

for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. **LOCAL PREFERENCE ELIGIBILITY**

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

B. Proof of Real Property Tax Submitted with Affidavit: YES _____ NO _____

C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES _____ NO _____

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

[Signature]

[Date]

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____ who, after first being Sworn by me, affixed his signature in the space provided above on this _____ Day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 8

E-VERIFY CERTIFICATION

Bid/Contract No: ITB NO. 20-TF0062/TPR

Financial Project No(s): _____


Project Description: Disaster Debris Monitoring Services

Vendor/Contractor acknowledges and agrees to the following:

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

1. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Department.

Company/Firm: Witt O'Brien's LLC

Authorized Signature:  _____
60C607A6B33F46B...

Print Name: Greg Fenton

Title: Chief Operating Officer

Date: 04/27/2020

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 9

REFERENCES

Vendor/Contractor shall attest, by signing this Bid/Proposal, that their firm has at least three (3) years commercial experience performing services similar to the scope of services specified within these Contract documents.

Vendor/Contractor shall submit at least three (3) references of firms, organizations and/or governmental agencies/entities for which services of similar size and scope as this Bid have been performed within the last three (3) years. Failure to complete and return this section may render the Bid/Proposal non-responsive.


FIRM NAME AND ADDRESS	City of Wilmington, North Carolina
	209 Coleman Drive Wilmington, NC 28412
CONTACT PERSON	Dave Mayes, Director, Public Services Department
EMAIL ADDRESS	dave.mayes@wilmingtonnc.gov
TELEPHONE NUMBER	910-341-5880
FAX NUMBER	
CONTRACT NUMBER	S6-0319A
CONTRACT DATE(S)	September 2018-February 2019

FIRM NAME AND ADDRESS	City of Edgewater, Florida
	409 Mango Tree Drive, Edgewater, FL 32132
CONTACT PERSON	Brenda DeWees, Director, Environmental Services
EMAIL ADDRESS	bdeweese@cityofedgewater.org
TELEPHONE NUMBER	386-424- 2400 Ext. 4007
FAX NUMBER	
CONTRACT NUMBER	RFP 17-ES-010
CONTRACT DATE(S)	September 2017- November 2017; September 2016- February 2017

FIRM NAME AND ADDRESS	New Hanover County, North Carolina
	3002 US Highway 421, North Wilmington, NC 28401
CONTACT PERSON	Kim Roane, Business Officer
EMAIL ADDRESS	KRoane@nhcgov.com
TELEPHONE NUMBER	910-798-4402
FAX NUMBER	
CONTRACT NUMBER	17-0392
CONTRACT DATE(S)	September 2018-January 2019; October 2016- December 2016; February 2014-March 2014

Witt O'Brien's LLC

 Company Name

DocuSigned by:


 Authorized Signature Greg Fenton
 Chief Operating Officer

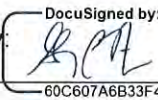
This document must be completed and returned with your Submittal.

SECTION VII REQUIRED FORMS AND CERTIFICATIONS**ATTACHMENT 10****VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES**

Respondent Vendor Name:	<u>Witt O'Brien's LLC</u>		
Vendor/Contractor FEIN:	<u>27-2783923</u>		
Vendor/Contractor's Authorized Representative Name and Title:	<u>Greg Fenton, Chief Operating Officer</u>		
Address:	<u>2200 Eller Drive, P.O. Box 13038,</u>		
City:	<u>Fort Lauderdale</u>	State:	<u>FL</u> Zip: <u>33316</u>
Phone Number:	<u>281-320-9796</u>		
Email Address:	<u>contractrequests@wittobriens.com</u>		

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

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

Certified by:	 60C607A6B33F46B...
who is authorized to sign on behalf of the above-reference company.	
Print Name and Title:	<u>Greg Fenton, Chief Operating Officer</u>
Date:	<u>04/29/2020</u>

operations in Cuba or Syria.

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

**ATTACHMENT 11
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION Witt O'Brien's LLC	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Greg"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Fenton"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Chief Operating Officer"/>	
* SIGNATURE: <input type="text" value="DocuSigned by: [Signature]"/>	* DATE: <input type="text" value="04/29/2020"/>

60C607A6B33F46B...

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 12
DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

Witt O'Brien's LLC does not have any lobbying activities to report.

1. * Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee * Name: Witt O'Brien's LLC * Street 1: 1201 15th Street NW, Suite 600 Street 2: * City: Washington State: DC Zip: 20005 Congressional District, if known:					
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:					
6. * Federal Department/Agency:			7. * Federal Program Name/Description: ODA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant: Prefix: * First Name: Middle Name: Suffix: * Last Name: Street 1: Street 2: City: State: Zip:					
b. Individual Performing Services (including address if different from No. 10a) Prefix: * First Name: Middle Name: Suffix: * Last Name: Street 1: Street 2: City: State: Zip:					
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congressional Oversight Panel and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$20,000 for each such failure. * Signature: [Signature] Date: Completed on submission to Grants.gov * Name: Prefix: 60607A6B33F46B... * First Name: Greg Middle Name: Suffix: * Last Name: Fenton Title: Chief Operating Officer Telephone No.: 281-320-9796 Date:					
Federal Use Only:					Authorized for Local Reproduction Standard Form - L.L. (Rev. 7-97)

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 13


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

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, Witt O'Brien's LLC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

VENDOR/CONTRACTOR:

Witt O'Brien's LLC

DocuSigned by:
 By  _____
 Signature

Greg Fenton- Chief Operating Officer

Name and Title

2200 Eller Drive, P.O. Box 13038

Street Address

Fort Lauderdale FL 33316

City, State, Zip

04/29/2020

Date

Recipient's Name

Division Contract Number

FEMA Project Number

This document must be completed and returned with your Submittal.

SECTION VII

ATTACHMENT 14

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

07/29/2019

(date)

Hernando County
Purchasing and Contracts
20 North Main Street,
Room 266
Brooksville, FL 34601

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

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two years? No Yes

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?
 No Yes

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

Bidder:

contractrequests@wittobriens.com

(Email address) (Address)

2200 Eller Drive, P.O. Box 13038, Fort Lauderdale FL 33316

DocuSigned by:



60C607A6B337488

(Signature required)(Phone)

281-320-9796

Greg Fenton

(Print name) (Fax)

281-320-9700

Chief Operating Officer

(Print title) (Federal Taxpayer ID Number)

27-2783923



ATTACHMENT 14 Continued

Relatives and Former Hernando County Employees – Roles and Signatures

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

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			

Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.

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

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

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 15

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No. 1 Dated 03/19/2020

Addendum No. 2 Dated 04/08/2020

Addendum No. Dated

Addendum No. Dated

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Witt O'Brien's LLC
Company Name

DocuSigned by:

Greg Fenton, Chief Operating Officer
Authorized Signature

VENDOR SURVEY

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

- BIDNET DIRECT**
- NEWSPAPER**
- PURCHASING AND CONTRACTS ADVERTISEMENT BOARD**
- REFERRED BY:** _____
- OTHER (PLEASE SPECIFY):** direct email

This document must be completed and returned with your Submittal.

ADDENDUM NO. ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

DISASTER DEBRIS MONITORING SERVICES

IN
HERNANDO COUNTY, FLORIDA
INVITATION TO BID NO. 20-TF0062/TPR

BID OPENING DATE: APRIL 29, 2020 AT 3:00 P.M.

NOTICE

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF
THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF
THIS ADDENDUM IN THE SPACES PROVIDED AND
RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **DISASTER DEBRIS MONITORING SERVICES**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

Due to the CDC's recommendations concerning the COVID -19 and the Coronavirus, the

**Non-Mandatory Pre-Bid Meeting
scheduled to be held
Friday, March 20, 2020 at 9:00 a.m.
has been cancelled.**

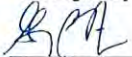
Any questions or concern regarding the bid or bid documents must be submitted in writing to purchasing@hernandocounty.us by April 3, 2020 at 5:00 p.m.

Proposers should acknowledge receipt of this addendum on the Bid Form. Failure to acknowledge receipt of this addendum may be cause for rejection.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY


James S. Wunderle
Purchasing and Contracts Manager
Chief Procurement Officer, Hernando County

DocuSigned by:



ACKNOWLEDGED

Greg Fenton, Chief Operating Officer

Issued: March 18, 2020

ADDENDUM NO. TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

DISASTER DEBRIS MONITORING SERVICES

IN
HERNANDO COUNTY, FLORIDA
INVITATION TO BID NO. 20-TF0062/TPR

BID OPENING DATE: APRIL 29, 2020 AT 3:00 P.M.

NOTICE

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF THIS ADDENDUM IN THE SPACES PROVIDED AND RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **DISASTER DEBRIS MONITORING SERVICES**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

A. AMENDMENT TO SECTION IV – SPECIAL CONDITIONS**54. BID BOND/PERFORMANCE BOND AND PAYMENT BOND: DELETED**

~~54.1. Each Bid must be accompanied by a Certified or Cashier's check or Bid Bond in a sum of not less than ten percent (10%) of the total Bid. Bid deposits amounting to less than two hundred dollars need not be submitted. All checks shall be made payable to the Hernando County Board of County Commissioners. Unsuccessful Bidder's performance deposit will be returned upon evaluation and award of Bid. The awarded Vendor/Contractor's performance deposit will be returned upon receipt and acceptance of a 100% Performance Bond and a 100% Payment Bond. Under no circumstances shall the awarded Vendor/Contractor start work until he/she has supplied an acceptable Performance Bond and Payment Bond. If the awarded Vendor/Contractor fails to supply a Performance Bond and/or Payment Bond as specified in the Bid, the County shall be entitled to retain the Bid deposit to rectify the Bidder's unacceptable performance. The Surety which issues the Bid Bond and the Performance Bond and Payment Bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".~~

~~54.2. The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of Contract awarded as a result of this Bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. The Surety of such Bond shall be in an amount equal to the Bid. The Surety shall be responsible for any liquidated damages assessed because of failure to complete this Contract. The Surety shall also be responsible for any increases or extensions to the Contract. The attorney-in-fact who signs the Bond must send with the Bond a certificate and effective dated~~

~~copy of power of attorney. Under no circumstances shall the awarded Vendor/Contractor begin work until he/she has supplied the County a Performance Bond and Payment Bond.~~

QUESTIONS

- 1. Question: Given the growing concerns with COVID-19 and the uncertainty of whether delivery services will be available in the coming weeks, we would like to request that the County allow proposals in response to the above listed RFP to be submitted electronically, instead of hard copies. Additionally, the safety of both our employees and of those we serve are of upmost concern and we would like to minimize incoming/outgoing packages that may present a heightened risk or exposure to COVID-19.

Response: Hernando County is not accepting electronic bid submissions at this time. This new method is currently under review. Bids shall follow current bid instructions for bid submission.

- 2. Question: Can the County clarify the difference between the Operations Manager and Operations Specialist positions on Section VII: Bid Form?

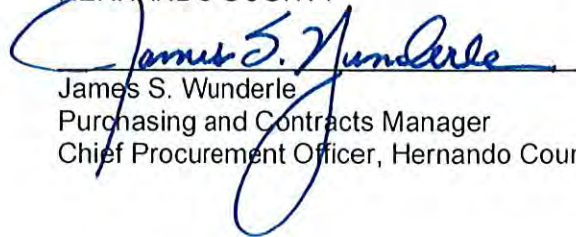
Response: Operations Specialists are responsible for determining debris eligible for pickup and disposal, if questions about the debris arise, monitoring debris loads from dumps site debris observation towers, and roaming impacted areas to identify and resolve debris related issues. Operations Manager manages the field operations of debris pickup for the monitoring consultant.

- 3. Question: Page 12 of the RFP includes Bid Evaluation and Award – will the County consider providing a weighted scoring criteria?


Response: No, Hernando County will not consider providing a weighted scoring criteria.

Proposers should acknowledge receipt of this addendum on the Bid Form. Failure to acknowledge receipt of this addendum may be cause for rejection.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY


James S. Wunderle
Purchasing and Contracts Manager
Chief Procurement Officer, Hernando County

DocuSigned by:



Acknowledged

Greg Fenton, Chief Operating Officer

Issued: April 8, 2020

DS
