

## SOLICITATION - OFFER - AWARD


SOLICITATION NO: <b>25-T001174/GB</b>	SOLICITATION TITLE: <b>Household Hazardous Waste Transportation &amp; Disposal Services</b>	DATE ISSUED: <b>04/14/2026</b>	CONTRACT NO: <b>25-T001174/GB</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS                  HERNANDO COUNTY, FLORIDA                  Brian Hawkins, Chair                  Jerry Campbell, Vice Chair                  John Allocco, Second Vice Chair                  Steve Champion                  Ryan Amsler</b>		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY                  PROCUREMENT DEPARTMENT                  15470 FLIGHT PATH DRIVE                  BROOKSVILLE, FL 34604                  Carla Rossiter-Smith                  Chief Procurement Officer</b>	

### SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <a href="http://secure.procurenow.com/portal/hermandocounty">http://secure.procurenow.com/portal/hermandocounty</a> , ON <b>INSERT DUE DATE</b> . NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT <b>10:00 A.M. ON INSERT DUE DATE</b> . PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.					
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the <b>Household Hazardous Waste Transportation &amp; Disposal Services</b> , as described in the specifications.  (SEE ATTACHED SPECIFICATIONS)	1	1	\$3,449.80	\$3,449.80

### OFFER

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

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN <b>Ninety (90) DAYS</b> FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.			
DISCOUNT FOR PROMPT PAYMENT: <u>0</u> % 10 CALENDAR DAYS <u>0</u> % 20 CALENDAR DAYS <u>0</u> % <u>N/A</u> CALENDAR DAYS			
BIDDER'S INFORMATION  <b>Action Environmental LLC</b> Company Name 3007 N. 50 <sup>th</sup> Street Address Tampa FL 33619 City State Zip Code (813) 909-0040 don.locke@actn.com Phone Number Fax Number Email Address	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:  BIDDER'S SIGNATURE  Print Name: <u>Luke Frantz</u> Title: <u>President</u>		OFFER DATE  3/6/2026

### \$AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR NO.:	BY:
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO:  <b>Hernando County                  Northwest Solid Waste Facility                  14450 Landfill Rd.                  Brooksville, FL 34614</b>		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:  SIGNATURE: _____ AWARD DATE: _____

HOUSEHOLD HAZARDOUS WASTE TRANSPORTATION &  
DISPOSAL SERVICES

25-T001174/GB

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604



County of Hernando

Household Hazardous Waste Transportation & Disposal Services

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## 1. SOLICITATION

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
Jerry Campbell, Chairman  
Ryan Amsler, Vice Chairman  
Steve Champion, Second Vice Chairman  
John Allocco  
Brian Hawkins

**SUBMIT BID OFFER TO:**

HERNANDO COUNTY  
PROCUREMENT DEPARTMENT  
via Hernando County's [eProcurement Portal](#)  
Carla Rossiter-Smith  
Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 a.m., LOCAL TIME ON Monday, March 9, 2026. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, March 9, 2026. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

Procurement Contact Information:

Gretchen Bechtel, Contract Agent II

(352) 754-4013

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

## 2. INTRODUCTION

### 2.1. ADVERTISEMENT OF BID

#### INVITATION TO BID

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

TERM CONTRACT ITB NO. SOLICITATION # 25-T001174/GB

FOR

Household Hazardous Waste Transportation & Disposal Services

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in household hazardous waste transportation and disposal services. Services shall commence as directed by the County at the Hernando County Northwest Solid Waste Facility located at 14450 Landfill Rd, Brooksville, FL 34614.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, March 9, 2026, via Hernando County's [eProcurement Portal](#). Only electronic submittals through the eProcurement portal shall be accepted by the County.

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

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

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

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

Pursuant to sec. 119.071(2) Florida Statutes, sealed bids, proposals or replies received by an agency pursuant to a competitive Solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

#### NOTICE TO BIDDERS

To ensure that your bid is responsive, bidders are encouraged to request clarification or guidance on any aspect of the solicitation prior to submission of bid response. Requests for clarification shall be submitted exclusively through the Q&A Tab in the County's [eProcurement Portal](#).

### **3. AWARD**

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County Solid Waste

14450 Landfill Rd.

Brooksville, FL 34614

## 4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

### 4.1. DEFINITION OF TERMS

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

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

### 4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

### 4.3. PREPARATION OF BID

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

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

8. Communications: All technical, scope, and/or project related questions shall be submitted through the County's [eProcurement Portal](#) via the Q&A tab prior to the date set for submittal and openings of bids and according to these specifications herein. Any and all other bidding communications shall only be to the County's Procurement representative using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

#### 4.4. BID OPENING:

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

#### 4.5. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

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

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's [eProcurement Portal](#) via the Q&A tab prior to the date set for submittal and opening of the bids.
- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's [eProcurement Portal](#) via the Q&A tab. Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit [eProcurement Portal](#) to ensure they are aware of all addenda issued for this solicitation.
- D. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.
- E. Questions will only be accepted through the period specified as the questions submission deadline.

#### 4.6. COMMUNICATION

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

#### 4.7. WITHDRAWAL OF BIDS:

Bids may be withdrawn only via the County's [eProcurement Portal](#) prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

#### 4.8. BID PROTESTS:

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at [procurement-manual v-july-2025.pdf](#). Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

#### 4.9. FOREIGN COUNTRIES OF CONCERN

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

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

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

## 5. GENERAL CONDITIONS

### 5.1. CONTRACT PERIOD:

- A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- B. The period of the Contract shall extend for 5 year term from contract effective date.
- C. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for 5 (five) additional year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

### 5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

- A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud.

Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.

- D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.
- E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

### 5.3. QUALIFICATION OF BIDDERS:

- A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:
  - 1. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past seven (7) years.
  - 2. List of equipment and facilities available to do work.
  - 3. List of personnel, by name and title, contemplated to perform the work.
- B. **Failure to submit this information may be cause for rejection of your bid.**

### 5.4. BID EVALUATION AND AWARD:

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

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

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

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

- A. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County,

Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

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

#### 5.7. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.
- B. Application:
  - 1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the procurement policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
    - a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$50,000.00

2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.
3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

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

D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies, or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.

3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Procurement Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than \$10,000.00 or less.
6. Appeal: If an application for a "local vendor/contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

#### 5.8. HOURS:

Work may be performed between the hours of 8:30 AM - 4:30 PM or as otherwise directed by the County, Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.

#### 5.9. WARRANTIES:

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

#### 5.10. DELIVERY AND ACCEPTANCE:

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

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

#### **5.11. REJECTION OF BID:**

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

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

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

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

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

#### **5.14. NON-PERFORMANCE:**

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

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

### 5.15. ASSIGNMENT:

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

### 5.16. PUBLIC ENTITY CRIMES:

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

### 5.17. LICENSES AND PERMITS:

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

### 5.18. LAWS, REGULATIONS, PERMITS AND TAXES:

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

### 5.19. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

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

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

#### 5.20. TAXES:

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

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

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

#### 5.22. LITIGATION/WAIVER OF JURY TRIAL:

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights

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

### 5.23. TERMINATION:

#### A. Termination for Default:

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

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

#### 5.24. FISCAL NON-FUNDING

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

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

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

#### 5.26. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

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

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

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

### **5.28. COMPETENCY OF BIDDERS:**

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

### **5.29. MAINTENANCE OF RECORDS:**

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

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

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

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

### 5.30. PAYMENT:

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: Hernando County Solid Waste, 14450 Landfill Rd Brooksville, FL 34614.
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.
- D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74. Payment terms in conflict with the payment terms of the Contract are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

### 5.31. CONFLICT OF INTEREST:

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

- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
  - 1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
  - 2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- C. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- D. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

### 5.32. GRATUITIES AND KICKBACKS:

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefor, shall not accept any gratuities.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor/Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### 5.33. E-VERIFY:

- A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers

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

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

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

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

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the

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

### 5.35. INSURANCE REQUIREMENTS:

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

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

2. Protection of Person and Property:

- a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
- b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

- a. State.....Statutory

- b. APPLICABLE FEDERAL.....Statutory
  - c. EMPLOYER'S LIABILITY.....Minimum:
    - i. \$100,000.00 each accident
    - ii. \$100,000.00 by employee
    - iii. \$500,000.00 policy limit
  - d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.  
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>
2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.
- a. Coverage as follows:
    - i. EACH OCCURRENCE.....\$1,000,000.00
    - ii. GENERAL AGGREGATE .....\$2,000,000.00
    - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
    - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)
  - b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
    - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
    - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against

Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:

- a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
  - i. BODILY INJURY (Per Person)..... \$1,000,000.00
  - ii. BODILY INJURY (Per Accident)..... \$1,000,000.00
  - iii. PROPERTY DAMAGE.....\$1,000,000.00

6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):

7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):

8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):

9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):

10. POLLUTION LIABILITY (if applicable it will be noted below separately):

11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor’s insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance

requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**

2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
  3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
  4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

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

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

### **5.37. MINIMUM WAGE RATES:**

- A. The Vendor/Contractor shall be required to pay their employees no less than the Federal minimum wage rate.
- B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.
- C. The County reserves the right, in its sole discretion, to inspect the payroll records of the Vendor/Contractor to determine whether the Vendor/Contractor is complying with Federal wage and hour law.

### 5.38. SAFETY PRECAUTIONS:

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

### 5.39. RESPONSIVE/RESPONSIBLE:

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

### 5.40. CONE OF SILENCE

- A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation. B. Neither the members of the Board nor candidates for County Commission, nor

any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

#### 5.41. CLAIMS

- A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the contract promptly but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Section titled "PRICE ADJUSTMENT". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).
- C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
  - 1. Deny the claim in whole or in part,
  - 2. Approve the claim, or
  - 3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

- E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

#### 5.42. DISPUTE RESOLUTION:

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

## 6. SPECIAL CONDITIONS

### 6.1. INSPECTION OF FACILITIES/AREAS:

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions, and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedule may be secured by calling 352-754-4020. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of the differences between actual labor and materials required to complete the project and the contract amount.

### 6.2. LICENSES AND PERMITS:

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

### 6.3. PRE-WORK MEETING

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

### 6.4. F.O.B. POINT:

The free-on-board (F.O.B.) point shall be installed at the location(s) specified herein. At the sole discretion of the County, bids showing other than F.O.B. Destination will not be accepted and are subject to rejection. The Bidders bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within the County.

### 6.5. CODES AND REGULATIONS:

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

### 6.6. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders must furnish all information requested and, in the space, provided on the Bid Form, if any. Furthermore, each Bidder offering an equal to the brand(s) specified (or if no brand is specified) must

submit with their bid, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be rejected.

#### 6.7. DEBRIS

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

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

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

#### 6.9. PRICING-FFP

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

#### 6.10. PRICE ADJUSTMENT:

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

### 6.11. MARKET CONDITIONS:

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

### 6.12. CHANGES - SERVICE CONTRACTS:

- A. The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:
  - 1. Description of services to be performed.
  - 2. Time of performance (i.e., hours of the day, days of the week, etc.).
  - 3. Place of performance of the services.
- B. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.
- C. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

### 6.13. METHOD OF ORDERING:

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

### 6.14. 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.**

### **6.15. REQUIREMENTS CONTRACT:**

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

### **6.16. ESTIMATED QUANTITIES:**

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

### **6.17. ADDITIONAL ITEMS:**

The award of the bid shall be based on the fixed price submitted for the items on the Bid Form attached to these bid documents. Additional items not on the current Bid Form may be added from time to time. However, the County will obtain quotes from at least three Vendor/Contractors who have already submitted bids and these items will be added to the low responsive and responsible Bidder's contract.

### **6.18. SAMPLES/DEMONSTRATIONS:**

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

### **6.19. SITE DAMAGE:**

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

### **6.20. EQUIPMENT LIST:**

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

### 6.21. FINAL SITE INSPECTON:

Final inspection of each site by County staff will be performed within ten (10) days after receipt of notification from the Vendor/Contractor that services at such site are complete. The site must meet all requirements as stated in the scope of work issued prior to payment processing.

### 6.22. MATERIAL SAFETY DATA SHEETS:

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

## 7. SCOPE AND SPECIFICATIONS

### 7.1. QUALIFICATIONS

Contractor shall have on staff a minimum of one (1) project manager with a four-year degree in chemistry or a related field with at least four (4) years of experience, one (1) chemist with a four-year degree in chemistry or related field with at least two (2) years of experience, and two (2) technicians. All personnel shall have successfully completed a preplacement or periodic medical examination prior to their assignment, participated in forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR Part 1910.

Transportation, storage and disposal facilities used by the Contractor shall be provided to the County including each facility's name, address, telephone number, contact person, EPA Identification Number, FDEP Registration Number, and disposal method to be utilized for each type of hazardous waste. Additional or alternate disposal sites and/or subcontractors will not be utilized by the Contractor without the County's written approval prior to the removal of waste.

Bidder shall provide all information and/or proof of documentation in the VENDOR QUESTIONNAIRE Section 3.13.

### 7.2. LOCATION

Household hazardous materials will be collected by the County and stored at the hazardous waste temporary collection site and storage shed area located at the Hernando County Northwest Solid Waste Management Facility, 14450 Landfill Road, Brooksville, FL 34614, or as otherwise directed by the County.

Household hazardous waste storage shed cleanouts shall be scheduled one to two times per year in conjunction with the County's needs.

### 7.3. SCOPE OF WORK

Provide household hazardous waste transportation and disposal services in compliance with the Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), and federal hazardous materials rule 40 CFR Part 263, as amended. The Contractor shall maintain the required EPA permit, FDEP registration and comply with U.S. Department of Transportation (US DOT), Occupational Safety and Health Administration (OSHA), Resource Conservation and Recovery Act (RCRA), Hazardous Materials Transportation Act (HMTA) and any additional regulatory requirements for manifests, tracking, labeling, packaging, segregation, transportation, and disposal of hazardous materials to ensure acceptance at an EPA-approved facility.

Services shall commence on an as needed, at the Northwest Solid Waste Management Facility located at 14450 Landfill Road, Brooksville, FL 34614, or as otherwise directed by the County.

Contractor shall provide sufficient labor, equipment, and materials, including but not limited to chemists, project managers, technicians, tents, tables, carts, a portable scale for weighing drums, a drum dolly, Visqueen and any incidentals needed for project completion. All transportation, storage and disposal facilities used by the Contractor shall be provided to the County including each facility's name, address, telephone number, contact person, EPA Identification Number, FDEP Registration Number, and

disposal method to be utilized for each type of hazardous waste. Additional or alternate disposal sites and/or subcontractors will not be utilized by the Contractor without the County's written approval prior to the removal of waste.

This is an indefinite-quantity contract with no guarantee of service use or expenditure amount. All work shall comply with current codes, standards, and applicable federal, state, and local laws.

### **CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- Ensure all operations are conducted in a manner that prioritizes worker and public safety, environmental protection, and compliance with applicable permitting and reporting standards.
- Provide for sufficient labor, equipment, and materials, including but not limited to chemists, project managers, technicians, tents, tables, carts, a portable scale for weighing drums, a drum dolly, Visqueen and any incidentals required for project completion.
- Ensure all personnel are properly trained, certified, and equipped to handle hazardous materials safely and in compliance with OSHA, FDEP, and US DOT standards, as amended.
- Personnel shall be able to identify, handle, package, consolidate, and transport all household hazardous waste collected by the County.
- Maintain documentation of all hazardous waste collection, transport, and disposal activities, including safety data sheets, manifests, permits, and certificates of disposal.
- Provide properly labeled containers, packaging, and transportation in accordance with US DOT, FDEP, RCRA, HMTA, and EPA regulations.
- Coordinate with the County to schedule services with minimal disruption to site operations and to ensure a safe and orderly temporary packaging and consolidation area.
- The temporary packaging and consolidation area shall be deemed environmentally safe and clean after completion of each collection project.
- Submit a report to the County within thirty (30) days for each shipment with the invoice number, the size of each drum, the quantity of waste in each drum in pounds, (or gallons) the hazard class, the disposal location, and the disposal method.
- Bear full responsibility to correct any errors, omissions, or other deficiencies such as but not limited to accidental spills, damages, penalties, and/or fines incurred for compliance with all applicable federal, state, and local regulations and for the proper performance and completion of all assigned tasks.
- Maintain all required insurance coverage, including general liability, environmental impairment, and worker's compensation.

## **COUNTY RESPONSIBILITIES**

- Reserves the right to add or remove services in conjunction with the County's needs.
- Reserves the right to remove material from the hazardous waste stream including but not limited to non-hazardous waste, recyclable hazardous waste, and any items for the consolidation of compatible waste prior to transport.
- Reserves the right to remove personnel deemed incompetent to complete the collection project or for disorderly conduct.

## **EMERGENCY OF SERVICES**

- The Contractor shall assist the County in cases of emergency or disaster situations for cleanup, collection, and disposal of hazardous waste as determined by the County.

## **EQUIPMENT**

- The contractor shall provide the following equipment, clearly labeled and identified as belonging to the contractor, for use at the temporary package and collection site:
- Internal communication or alarm system capable of providing immediate emergency instructions, either voice or signal, to participating personnel.
- A telephone or handheld two-way radios capable of summoning emergency assistance from police, fire, and state or local emergency response personnel.
- Fire control equipment, including but not limited to portable fire extinguishers and chemical extinguishing equipment such as foam, inert gas, or dry chemicals.
- Spill control equipment in adequate quantities such as but not limited to absorbent materials, non-sparking shovels or devices, chemical neutralizers, over-pack drums, or any other materials or devices required for the control of spills or releases of material.
- Personal protective equipment in adequate quantities such as but not limited to chemical protective suits, protective eye wear, protective boots, chemical protective gloves, respirators, eye wash station, self-contained breathing equipment and any other safety equipment required to outfit all participants in the collection of household hazardous waste. PPE Equipment shall provide the level of protection required for the tasks performed by the contractor.
- First aid supplies and CPR equipment.
- Drums, containers, liners, covers, rings, bolts, hazardous waste labels, manifests, lab pack lists, lab packing materials, material testing equipment or supplies and any other material or supply as needed for the receipt, identification, packaging, transportation and disposal of the hazardous material collected.

## **PERSONNEL**

Contractor shall have on staff a minimum of one (1) project manager, one (1) chemist, and two (2) technicians. All personnel shall have successfully completed a preplacement or periodic medical examination prior to their assignment, participated in forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR Part 1910 and meet the following minimum qualifications and responsibilities.

Chemist:

- Chemists shall maintain a four (4) year degree in chemistry or related field from an accredited college or university. Individuals shall have at least two (2) years of experience in conducting household hazardous waste/household chemical collection events and participate in the identification, classification and lab packing of chemicals and hazardous materials as part of its duties.
- The responsibility of the chemist shall be to properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents associated with lab packs and properly label and determine the appropriate disposal methods for the hazardous materials collected during the household hazardous waste collection event.

Project Manager:

- Project managers shall maintain a four (4) year degree in chemistry or a related field, from an accredited college or university. At least four (4) years of experience in supervising household hazardous waste collection events and participated in the collections, identification, consolidation, labeling, lab packing and properly manifesting and transporting chemicals and hazardous materials for disposal as part of their duties. Project managers shall have received first aid and CPR training and be familiar with the emergency application of the training.
- The responsibility of the contractor's project manager shall be to manage, supervise and take direct responsibility for the actions of all employees and activities of the contractor during a collection event and ensure compliance to the conditions of the contract. The project manager shall ensure that employees properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents, assume responsibility for waste being properly labeled and manifested and be responsible in determining the appropriate disposal methods for the hazardous materials collected. The project manager shall be responsible for the contractor's actions in the prevention of spills or releases of hazardous materials and the contractor's responses to accidents and releases as a result of activities relating to the contractor or the conduction of the collection.

Technician:

- Participation in forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR 1910. Technicians shall have at least two (2) years of experience in the collection and proper handling of household hazardous wastes and have participated in the collection and identification and manual

transporting to the packaging and consolidation areas, all hazardous materials received as part of its collection of hazardous materials at similar collection events.

## **TECHNICAL REQUIREMENTS**

### **Safety and Reporting Requirements**

- Contractor shall implement, maintain, and provide a comprehensive spill prevention and site safety plan to protect personnel, the public, and the environment during all collection, handling, transportation, and disposal activities.
- Comply with all safety requirements established by OSHA, US DOT, FDEP, EPA, and local authorities, and conduct pre-job safety briefings to ensure all workers are trained in hazard recognition, emergency response, and proper use of personal protective equipment (PPE).
- Current Safety Data Sheets (SDS) for all materials handled shall be maintained and readily accessible at all job sites. Any incidents, spills, hazardous or potentially hazardous conditions, or accidents must be immediately reported to the County and appropriate regulatory authorities, with all necessary corrective actions taken.
- Provide written documentation for each event, including progress reports detailing quantities and types of waste processed, transportation manifests, final disposal documentation, incident reports, corrective action summaries, and follow-up measures, and conduct all operations in a manner that prioritizes worker safety, environmental protection, and compliance with applicable permitting and reporting standards.

### **Waste Handling and Packaging**

- Provide on-site services for the proper handling and safe removal of household hazardous wastes, including furnishing all necessary equipment and materials required for the temporary packaging and consolidation area. All equipment used shall be clean, properly maintained, and clearly identifiable as contractor owned.
- All waste materials shall be transported to the temporary packaging and consolidation area for identification, testing, packaging, labeling, and temporary storage, and all materials shall be packaged exclusively in U.S. Department of Transportation (US DOT)–approved containers suitable for the storage and transportation of the specific hazardous materials contained within.

### **Waste Identification**

- A qualified chemist shall provide services to identify all hazardous wastes received, ensuring that identification is sufficient to properly package and label such wastes in compliance with US DOT requirements for the transportation of hazardous wastes and materials, ensuring acceptance at an approved permitted facility. The chemist shall also provide all necessary materials and equipment required for the proper testing and identification of the wastes.

### Waste Consolidation

- A qualified chemist shall provide services to consolidate compatible wastes to achieve the lowest possible disposal cost for the County. This includes, but is not limited to, pouring off or mixing chemically compatible flammable liquids such as oil, kerosene, gasoline, heating oil, and other flammable or combustible materials, as well as compatible liquid pool chlorine or other substances that can be combined without altering or increasing the hazard class, disposal cost, or risk to employees.

### Lab Packing

- A qualified chemist shall provide services for the lab packing of hazardous materials designated for disposal, to be conducted at the temporary packaging and consolidation area. Each lab pack shall include a detailed list identifying the specific types, exact quantities, and hazardous contents of the packed materials, with completed lab pack lists supplied to the County upon completion. The smallest practicable packaging container and the minimum amount of packing material necessary for safe lab packing shall be used. All materials to be lab packed will be provided to the contractor in their original containers.

### Waste Storage

- Unless otherwise specified by the County, the contractor may store properly packaged and labeled hazardous waste at the County's permanent storage facility prior to transportation for disposal. Such waste may be stored for a maximum period of two (2) calendar days. Hazardous wastes accumulated during regular County operations shall be stored at the designated temporary packaging and consolidation area.

### Waste Manifest

- Complete all required Uniform Hazardous Waste Manifests (U.S. EPA Form 8700-22) in accordance with 40 CFR Parts 262 and 263 for all hazardous wastes collected, packaged, or transported from the County for disposal. Each manifest shall accurately describe and record the actual weight or quantity of materials, meet all US DOT labeling and identification requirements. The use of estimates is prohibited.
- Containers shall display the proper EPA waste identification code and accumulation start date. The contractor shall appear on each manifest as the generator for all wastes collected through the County's daily operations.
- Prepare and submit all required Land Disposal Restriction (LDR) documentation prior to transport. Provide copies of the completed manifests and required documentation to the County upon project completion.

### Non-Hazardous Wastes

- Non-hazardous waste shall not be packaged or disposed of as hazardous waste. All non-hazardous waste shall be removed from the hazardous waste stream and managed through the regular waste disposal process.

#### Unacceptable Waste

- Gas cylinders, explosives, radioactive, shock sensitive materials, ammunition, and infectious wastes will not be accepted by the County. The contractor shall provide a list of any other unacceptable wastes, state why these wastes are unacceptable, and recommend alternative methods of disposal as part of its proposal.

#### Transportation and Disposal of Wastes

- Transport all wastes to the hazardous waste facility identified using transporters meeting the minimal insurance and licensing requirements. The contractor shall be responsible for all activities relating to the transportation of hazardous materials or wastes.
- Waste shall be transported and delivered to the facilities for disposal that hold a current permit from the Environmental Protection Agency (EPA) or an authorized state and that are defined as Treatment, Storage, and Disposal Facilities (TSDFs) in accordance with 40 CFR Part 264.
- Contractor shall identify, the name, address, EPA identification number, contact person, and telephone number for each facility to be used for hazardous waste disposal, and list for each facility the waste codes to be accepted and the treatment method that will be employed for each type of waste.
- Provide a list of all violations, enforcement actions, fines exceeding five thousand and 00/100 Dollars (\$5,000.00), or other regulatory infractions received by any destination facility within the most recent three (3) years of operation, and disclose any instance within the past three (3) years in which the contractor or proposed facilities have been denied a permit or license to conduct household hazardous waste or household chemical collection activities.
- Ensure that no materials generated through the household hazardous waste or chemical collection program are disposed of in non-hazardous waste landfills identified under Subtitle D of 40 CFR 264 or delivered to non-hazardous waste incinerators, except those specifically authorized to burn hazardous waste fuels or otherwise licensed to treat, store, or dispose of hazardous waste.
- Provide the County with a certificate of destruction for all wastes removed, no later than ninety (90) days from the date of waste removal.

#### **TITLE OF WASTE**

- Title to all wastes collected for transport and disposal shall pass directly from the residents and the County to the contractor upon acceptance of the waste by the Contractor.

## **REPORTS**

- Within thirty (30) days of completion of the household hazardous waste/chemical collection, the contractor shall provide the County the following reports:
- Date, location, and the type and exact quantity of the material received, and the type and quantity of material rejected.
- Contractor shall match the quantities of material received with the resultant full containers for disposal. The report shall list the hazard class of the container or lab pack as in flammable liquid, poison, solid or liquid, etc. Total quantities (in pounds and/or gallons) of each hazard shall be noted.
- List of materials transported for disposal along with copies of the corresponding manifest with the destination facility and the treatment method for each waste specified
- Detailed report of any spills or emergencies which occurred during performances of the services and outline the outcome of any remedial actions taken to include the current condition of the situation.
- A detailed invoice to the County pursuant to the terms and conditions specified in this ITB and resultant contract.

## **TRAINING**

- Contractor shall provide at no additional cost to the County, forty (40) hours OSHA training and eight (8) hour refresher courses to include the Department of Transportation HM181 for County employees, as needed.

[ACTION ENVIRONMENTAL LLC] RESPONSE DOCUMENT REPORT

T No. 25-T001174/GB

Household Hazardous Waste Transportation & Disposal Services

PRICE TABLES

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Method of Disposal	Unit Cost	No Bid	Total
Bulked Materials							
1	Latex Paint	1	Gal	Solidification	\$2.88		\$2.88
2	Oil-Based Paint	1	Gal	Fuel Blend	\$4.11		\$4.11
3	Flammable Liquid, Non-Halogenated	1	Gal	Fuel Blend	\$4.11		\$4.11
4	Flammable Liquid, Halogenated	1	Gal	Fuel Blend	\$13.16		\$13.16

Line Item	Description	Quantity	Unit of Measure	Method of Disposal	Unit Cost	No Bid	Total
5	Hazardous Waste Liquids or Solids	1	Gal	Treatment	\$3.82		\$3.82
6	Antifreeze	1	Gal	Recycle/Solidification	\$2.88		\$2.88
7	Used Oil	1	Gal	Recycle	\$2.88		\$2.88
Labpacks							
1	Flammable Liquid, Non-Halogenated	1	lbs	Fuel Blend	\$2.50		\$2.50
2	Flammable Liquid, Halogenated	1	lbs	Fuel Blend	\$3.59		\$3.59
3	Flammable Liquid Poison	1	lbs	Fuel Blend/Incin	\$3.59		\$3.59
4	Flammable Solid	1	lbs	Incineration	\$14.38		\$14.38
5	Flammable Corrosives	1	lbs	Fuel Blend/Incin	\$3.59		\$3.59
6	Poisons, Liquid	1	lbs	Fuel Blend/Incin	\$2.50		\$2.50
7	Poisons, Solids	1	lbs	Incineration	\$2.50		\$2.50
8	Corrosives Liquid	1	lbs	Treatment	\$2.50		\$2.50
9	Corrosive Solid	1	lbs	Treatment	\$1.86		\$1.86
10	Oxidizers Solid	1	lbs	Incineration	\$14.38		\$14.38
11	Oxidizers Liquid	1	lbs	Incineration	\$14.38		\$14.38
12	Hazardous Waste Liquids or Solids	1	lbs	Treatment	\$2.50		\$2.50
13	Mercury	1	lbs	Recycle/Retort	\$58.19		\$58.19
14	Organic Peroxide Liquid	1	lbs	Incineration	\$14.38		\$14.38
15	Sodium Cyanide Solid	1	lbs	Incineration	\$14.38		\$14.38
16	Reactives	1	lbs	Incineration	\$203.15		\$203.15

[ACTION ENVIRONMENTAL LLC] RESPONSE DOCUMENT REPORT

T No. 25-T001174/GB

Household Hazardous Waste Transportation & Disposal Services

17	Hydrofluoric Acid	1	lbs	Treatment	\$44.76		\$44.76
18	Amines	1	lbs	Fuel Blend/Incin	\$39.50		\$39.50
Materials							
1	Chemist Labor	1	hour	N/A	\$60.00		\$60.00
2	Technician Labor	1	hour	N/A	\$50.00		\$50.00
3	85 Gallon Salvage Drum	1	each	N/A	\$235.00		\$235.00
4	55 Gallon Steel Drum	1	each	N/A	\$50.00		\$50.00

Line Item	Description	Quantity	Unit of Measure	Method of Disposal	Unit Cost	No Bid	Total
5	30 Gallon Fiber Drum	1	each	N/A	\$50.00		\$50.00
6	5 Gallon Pail	1	each	N/A	\$16.00		\$16.00
7	Supplies - Absorbent, gloves, etc	1	per event	N/A	\$285.00		\$285.00
Uncommon Materials							
1	Batteries, Lead/acid mixed	1	lbs	Recycle	\$0.66		\$0.66
2	Batteries, Large Lithium ion	1	lbs	Recycle	\$0.47		\$0.47
3	Batteries Ni Cad	1	lbs	Recycle	\$0.47		\$0.47
4	Batteries Li-ion	1	lbs	Recycle	\$0.47		\$0.47
5	Batteries other rechargeable	1	lbs	Recycle	\$0.47		\$0.47
6	Flares for incineration	1	lbs	Incineration	\$22.65		\$22.65
7	Propane Cylinders, 20 lb	1	each	Recycle	\$60.20		\$60.20
8	Acetylene Cylinders	1	each	Recycle	\$327.21		\$327.21
9	Oxygen Cylinders	1	each	Recycle	\$256.53		\$256.53
10	Isocyanate Cylinders	1	each	Incineration	\$558.90		\$558.90
11	Freon Cylinders	1	each	Recycle	\$99.47		\$99.47
12	Pesticide Cylinders	1	each	Incineration	\$584.67		\$584.67
13	Fluorescent Bulbs, Boxed	1	foot	Recycle	\$0.27		\$0.27
14	Fluorescent Bulbs, Crushed	1	per drum	Recycle/Stabilization	\$167.28		\$167.28
15	Fire Extinguishers	1	each	Recycle	\$40.33		\$40.33
16	Material Halide Bulbs	1	each	Recycle	\$1.96		\$1.96
17	Round Fluorescent Bulbs	1	each	Recycle	\$1.14		\$1.14

[ACTION ENVIRONMENTAL LLC] RESPONSE DOCUMENT REPORT

Invitation to Bid - Household Hazardous Waste Transportation & Disposal Services

[ACTION ENVIRONMENTAL LLC] RESPONSE DOCUMENT REPORT

T No. 25-T001174/GB

Household Hazardous Waste Transportation & Disposal Services

18	Aerosols	1	lbs	Fuel Blend	\$3.30		\$3.30
19	Smoke Detectors	1	each	Recycle	\$49.00		\$49.00
20	PCB-Ballast	1	lbs	Recycle	\$1.05		\$1.05
21	Neon Bulbs	1	each	Recycle	\$9.72		\$9.72
22	Incandescent Bulbs	1	each	Recycle	\$1.52		\$1.52
23	Unwanted medication in mild acid	1	Gal	Incineration	\$39.50		\$39.50

Line Item	Description	Quantity	Unit of Measure	Method of Disposal	Unit Cost	No Bid	Total
TOTAL							\$3,449.71



## PROCUREMENT DEPARTMENT

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

# ADDENDUM # ONE (1)

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**Household Hazardous Waste Disposal and Transportation**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-T001174/GB**

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

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

### **A. Questions and Answers**

- 1.Q.** Please provide a copy of the Current Contract.
- 1.A.** Current contract 25-T00998 may be viewed on OpenGov.
- 2.Q.** Please provide copies of manifests from the last 12 months.
- 2.A.** Copies of manifests are attached to this addendum as Exhibit A - Manifests.

### **ADDITIONAL INFORMATION**

#### **Exhibit A – Manifests**

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

**Felicia Holmes, CPPO, CPPB, NIGP-CPP**

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



## ADDENDUM # TWO (2)

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**Household Hazardous Waste Disposal and Transportation**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-T001174/GB**

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

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

### **I. QUESTIONS AND ANSWERS**

**3.Q. Section 5.2 indicates "prices bid shall be inclusive of all labor, equipment and materials". However, the Pricing Proposal seems to indicate that disposal, materials and labor are to be priced separately. Please clarify whether disposal pricing is to be all-inclusive or not. If disposal pricing is all-inclusive, under what conditions can materials, labor and supplies be charged separately?**

**3.A.** The County doesn't foresee any conditions under which materials, labor, and/or supplies will be charged separately.

Section 8 – Pricing Proposal specifies, “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.”

**4.Q. Can the County provide the current vendor's name?**

**4.A.** Friends Recycling, LLC

**5.Q. Can the County provide the current vendors rates?**

**5.A.** Rates for the current vendor may be viewed in OpenGov by looking up Contract # 25-T00998.

**6.Q. Can the County provide all of the invoices from 2024 and 2025?**

**6.A.** Public records may be obtained by request at [publicinformation@co.hernando.fl.us](mailto:publicinformation@co.hernando.fl.us).



## PROCUREMENT DEPARTMENT

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

- 7.Q. How many services were performed in 2024 and 2025?**  
7.A. One service each year due to hurricane weather events. Services for the resulting contract one to two events per year at two hundred (200) to two hundred and fifty (250) days apart.
- 8.Q. Are we allowed to modify the Unit of Measure on the pricing sheet?**  
8.A. No, the column for units of measure cannot be changed.
- 9.Q. Could you please confirm whether all household hazardous waste items will be provided in their original containers, or should contractors plan for re-containerization?**  
9.A. Yes. Refer to Section 7. Scope and Specifications.
- 10.Q. Should contractor-provided equipment (e.g., tents, dollies, portable scales, PPE stations) remain onsite between events, or is it expected that all equipment be removed after each event?**  
10.A. Equipment shall be removed at the end of each service event. County will not be responsible for the Contractor's equipment.
- 11.Q. Does the County have a specified emergency response mobilization timeframe, such as 1 hour, 2 hours, or another defined period?**  
11.A. Contractor shall respond within two hours of notification.
- 12.Q. Are bidders required to submit pricing for all line items, or is it acceptable to mark certain items as "No Bid" without being considered non-responsive?**  
12.A. Bidders may submit pricing on one or more items to be considered for award. Preference will be given to those providing pricing for all services.
- 13.Q. Please confirm if the pricing provided is considered all-inclusive (wrapped pricing).**  
13.A. Refer to Q.3.
- 14.Q. Please confirm whether the pricing is firm and fixed for the initial year only, or for all 5 base years.**  
14.A. Refer to Section 5.1.C. Contract Period and Section 6.10. Price Adjustment.
- 15.Q. Due to the upcoming President's Day on Monday, our operational team will be unavailable. Therefore, is it possible to get additional 1 or 2 days to submit our questions?**  
15.A. Question submission deadline is extended for two calendar days from February 16, 2026, at 5:00 PM to February 18, 2026, at 5:00 PM.
- 16.Q. Are 4 staff actually required? (A PM, Chemist, and 2x Technicians)**  
16.A. Refer to Section 7. Scope and Specifications subsection 7.1 Qualifications
- 17.Q. Does the county have a forklift that can be used to assist the contractor in loading materials?**



## PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

- 17.A. A forklift is available but will only be loaded from the ground. The vendor/contractor would need a pallet jack to move it around their trailer/truck.
- 18.Q. Are we allowed to offer pricing for packaging formats not requested? (i.e. latex paints and oil-based paints packaged as loose packs / lab packs)**
- 18.A. No.
- 19.Q. Are we allowed to offer pricing for a different unit of measure than the one requested? (i.e. latex paint and oil-based paint with a per lb. rate.)**
- 19.A. No.
- 20.Q. Are we allowed to not bid a line item and still be considered responsive?**
- 20.A. Refer to Q.12.
- 21.Q. It seems like in previous shipping documents that the Hernando County was listed as the generator and that in the ITB the contractor is requested to take generator status for materials. Who would be the generator for the materials?**
- 21.A. Refer to Section 7. Scope and Specifications subsection Title of Waste
- 22.Q. What materials are expected to be consolidated into bulk liquid packaging?**
- 22.A. Refer to Section 8. Pricing Proposal Section Bulked Materials
- 23.Q. Please describe “unwanted medication in mild acid” from the pricing sheet.**
- 23.A. Refer to Section 8. Pricing Proposal, Line item 23 - Disposal services for unwanted medications that have been dissolved or degraded in mild acid solutions. Mild acid denotes a reagent or solvent used for medication neutralization in handling pharmaceutical waste.
- 24.Q. Would the county accept a contractor that used a facility permitted by the state of Virginia to legally process HHW materials, if that facility was not a TSD as described in 40 CFR 264?**
- 24.A. No. Refer to Section 7. Scope and Specifications subsection Transportation and Disposal of Wastes, second bullet.
- 25.Q. Please describe expected contractor responsibilities in an emergency.**
- 25.A. Refer to 6.14. Conditions for Emergency/Hurricane or Disaster – Term Contracts.
- 26.Q. Are materials required to be weighed on site?**
- 26.A. Refer to Section 7. Scope and Specifications subsection Contractor's Responsibilities, second bullet.

## II. CHANGES

QUESTION SUBMISSION DEADLINE WAS CHANGED FROM FEBRUARY 16, 2026 AT 5:00 PM TO FEBRUARY 18, 2026 AT 5:00 PM.



## PROCUREMENT DEPARTMENT

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

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

Felicia Holmes, CPPO, CPPB, NIGP-CPP  
For: Carla Rossiter-Smith MSM, PMP, GPC  
Chief Procurement Officer





## ADDENDUM # THREE (3)

TO  
THE CONTRACT DOCUMENTS  
FOR THE

Household Hazardous Waste Disposal and Transportation

IN  
HERNANDO COUNTY, FLORIDA

**SOLICITATION NO. 25-T001174/GB**

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

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

### **I. QUESTIONS AND ANSWERS**

**4.Q. Can the County provide the current vendor's name?**

4.A. US Ecology Tampa, Inc.

**5.Q. Can the County provide the current vendors rates?**

5.A. The previous contract was a cooperative agreement utilizing Hillsborough County Contract 7955. Rates for the previous contract may be viewed in OpenGov by looking up Contract # 21-P00085.

### **II. CHANGES**

Addendum 3 modifies responses to 4.Q. and 5.Q of Addendum 2.

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

Felicia Holmes, CPPO, CPPB, NIGP-CPP

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



## [ACTION ENVIRONMENTAL LLC] RESPONSE DOCUMENT REPORT

T No. 25-T001174/GB

### Household Hazardous Waste Transportation & Disposal Services

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

Report Generated: Friday, March 20, 2026

## Action Environmental LLC Response

### CONTACT INFORMATION

**Company:**

Action Environmental LLC

**Email:**

rich.kaiser@actn.com

**Contact:**

Richard Kaiser

**Address:**

3007 North 50th Street  
Tampa, FL 33619

**Phone:**

N/A

**Website:**

[www.actn.com](http://www.actn.com)

**Submission Date:**

Mar 6, 2026 4:43 PM (Eastern Time)

### ADDENDA CONFIRMATION

Addendum #1

*Confirmed Mar 6, 2026 11:10 AM by Richard Kaiser*

Addendum #2

*Confirmed Mar 6, 2026 11:10 AM by Richard Kaiser*

Addendum #3

*Confirmed Mar 6, 2026 11:10 AM by Richard Kaiser*

## QUESTIONNAIRE

### 1. Company Information

#### VENDOR REGISTRATION\*

*Pass*

Please download the below documents, complete, and upload.

- [Vendor-Registration-Form.pdf](#)

Vendor\_Registration\_-AE.pdf

#### W9 FORM \*

*Pass*

Please upload your company's W9 information

2026\_W-9.pdf

#### UPLOAD FLORIDA PERMIT \*

*Pass*

**Bidders who are non-resident corporations** shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

Action\_Env\_LLC\_Sunbiz.pdf

#### LOCAL PREFERENCE.\*

*Pass*

If you are claiming local preference, please download the below documents, complete, and upload.

- [LOCAL VENDOR AFFIDAVIT OF E...](#)

Local\_Vendor\_Affidavit\_- \_AE.pdf

### 2. Authorizations

#### AUTHORIZED REPRESENTATIVE\*

*Pass*

Are you fully authorized to bind this company, or corporation.

Yes

#### AUTHORIZED SIGNATORY/NEGOTIATOR\*

*Pass*

Please provide the information to support the statement below:

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

Name(s)

Title(s)

Email(s)

Phone(s)

Business Address(s)

Don Locke - General Manager, Don.Locke@actn.com. (813) 260-0643, 3007 N. 50th Street, Tampa FL, 33619

CORPORATE AFFIDAVIT\*

*Pass*

Please download the below documents, complete, and upload.

- [Corporate Affidavit \(4\).pdf](#)

Corporate\_Affidavit\_-\_AE.pdf

### 3. Confirmations

PRICING OFFERED\*

*Pass*

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF 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.

Confirmed

ACKNOWLEDGEMENT\*

*Pass*

Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bid documents.

Confirmed

SUBMISSION CONFIRMATION\*

*Pass*

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the agreement form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, plans and specifications and other contract documents, with the bond requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the subject project in full accordance with the drawings and specifications prepared in accordance with your Advertisement of Bids, instruction to bidders, agreement and all other documents related thereto on file in the office of the Hernando County Procurement Department and if awarded the Contract, to complete said work within the time limits specified for their bid price.

Confirmed

DRUG FREE WORKPLACE CERTIFICATION \*

*Pass*

I have read and attest to, in accordance with Florida Statute 287.087, hereby certify that bidder:

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

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

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

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

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

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

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

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

Confirmed

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES\*

*Pass*

Section 287.135, 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, or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S., 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 bind 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, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

Confirmed

AWARD\*

*Pass*

Every Bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the Bidder to whom an award is made and by those officials authorized to do so on behalf of Hernando County, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the County Attorney as to the form and legality of the Contract and all the pertinent documents relating thereto having been approved by said County Attorney; and such Bidder is hereby charged with this notice.

The signer of the proposal, as Bidder, also declares that the only person, persons, company or parties interested in this proposal, are named in the proposal, that he has carefully examined the Advertisement of Bid, Solicitation Instructions, Contract Specifications, Plans, Supplementary Conditions for Federal/State Requirements, General Conditions, Special Conditions, Special Provisions and contract bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the proposal be accepted, he will contract with Hernando County, Florida in the form of contract hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the Contract within the time

mentioned in the Contract Documents according to the requirements of Hernando County, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

Confirmed

E-VERIFY CERTIFICATION \*

*Pass*

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

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

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

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

Confirmed

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

*Pass*

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

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

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

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

Confirmed

FOREIGN COUNTRIES OF CONCERN 287.138\*

*Pass*

287.138 F.S., prohibits agencies from contracting with companies which grant the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the

statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not owned, controlled or organized under the law of a Foreign Country of Concern as identified in Section 287.138, Florida statutes. I understand that the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I have read and attest that I confirm the above is acknowledged.

Confirmed

SWORN STATEMENT 287.133 (3) (A)\*

*Pass*

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

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

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

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

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

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

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

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

IF YOU CHOSE OPTION 3, TO THE QUESTION ABOVE, 3.10 SWORN STATEMENT 287.133(3) A, ATTACH A COPY OF THE FINAL ORDER.

No response submitted

#### REFERENCES \*

*Pass*

Proposer must provide a minimum of **three (3)** references using the format options shown below. A combination of the format options may be used as long as three complete references are provided.

References must be individuals that can be readily contacted and have first-hand knowledge of the Proposer's performance on the specific project performed by the Proposer. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

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

#### **Option 1: Please provide the below information for 3 required References:**

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

**Option 2: Please download the attached Reference Form and upload completed references.**

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e., the project must have been Substantially Complete within seven (7) years of the due date of this solicitation. Only projects that are complete or substantially complete as of the solicitation due date will be considered).

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

- [Reference Check for Solicit...](#)

Action\_Environmental\_WS\_-\_References\_&\_Experience.pdf

LICENSES / CERTIFICATIONS / PERMITTING\*

*Pass*

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to chemists, project managers, and hazardous waste transportation, storage, and disposal facilities.

Chemists and Projects managers are required to maintain a four-year degree in chemistry or related field for household hazardous waste collection.

Hazardous Waste transportation, storage, and disposal facilities are required to have an EPA Identification number, and FDEP registration number. Additional or alternate facilities will not be utilized by the Contractor without written County approval.

Provide evidence of the required licenses as listed in this Solicitation for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

US\_Ecology\_Tampa\_HO\_Permit\_(Part\_B)\_Exp2029.pdf

FL\_HW\_Exp\_06.30.26.pdf

FMCSA\_SAFETY\_PERMIT-AR\_Exp\_05.30.2026.pdf

FL\_USED\_OIL\_EXP\_06.30.25.pdf

Action\_Env\_LLC\_Sunbiz.pdf

EQUIPMENT AND FACILITIES LIST \*

*Pass*

Please download the below documents, complete, and upload.

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

- [Equipment List Form.docx](#)

Equipment\_List\_Form.pdf

LIST OF PERSONNEL\*

*Pass*

Provide a list of personnel, by name and title, contemplated to perform the work.

ITB\_25-T001174GB\_Personnel\_List\_AE.pdf

#### **4. Additional Required Forms**

SPILL PREVENTION AND SITE SAFETY PLAN\*

*Pass*

Contractor shall implement, maintain, and provide a comprehensive spill prevention and site safety plan

AR-EHSS-101\_Emergency\_Response\_-\_Spill\_Contingency\_Plan.pdf

HAZARDOUS WASTE DISPOSAL FACILITY INFORMATION\*

*Pass*

Contractor shall provide the name, address, EPA identification number, contact person, and telephone number for each facility to be used for hazardous waste disposal facilities and list for each facility the waste codes to be accepted.

Facility\_Disposal\_Matrix.pdf

UNACCEPTABLE WASTE

*Pass*

Gas cylinders, explosives, radioactive, shock sensitive materials, ammunition, and infectious wastes will not be accepted by the County. The contractor shall provide a list of any other unacceptable wastes, state why these wastes are unacceptable, and recommend alternative methods of disposal as part of its proposal.

Action\_Environmental\_ITB\_25-00174GB\_-\_Unacceptable\_Materials.pdf

HERNANDO COUNTY EMPLOYMENT DISCLOSURE\*

*Pass*

Please download the below documents, complete, and upload.

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

Hernando\_County\_Employment\_Disclosure\_Statement\_-\_AE.pdf

SOLICITATION-OFFER-AWARD SIGNATURE PAGE\*

*Pass*

Please download the below documents, complete, and upload.

- [Solicitation-Offer-Award.docx](#)

Solicitation\_Offer\_-\_AE.pdf

ANTI HUMAN TRAFFICKING AFFIDAVIT\*

*Pass*

Please download the below documents, complete, and upload.



**VENDOR REGISTRATION**

**HERNANDO COUNTY, FL**

Vendor is:

- (  ) Corporation  
(  ) Partnership  
(  ) Sole Proprietorship  
(  ) Other LLC - S Corporation (Explain)

Federal Employer Identification

Number or Social Security Number: 82-05740758

Firm Name: Action Environmental LLC

Mailing Address: 3007 N. 50th Street

City Tampa State FL Zip 33619

Telephone No. (813) 909-0040 Fax No. N/A

Web Address: www.actn.com E-Mail: Don.Locke@actn.com

Commodity or Service Supply: 92645

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

Firm Name: Action Environmental LLC

Mailing Address: P.O. Box 935964

City Atlanta State GA Zip 31193-5964

Submitted by: 

Name & Title Printed: Luke Frantz - President

Directions for Submitting Application:

Vendors: Complete and return to requestor.

Staff: Attach to requisition for processing.

**Please attach your completed W-9 Form**

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

# Request for Taxpayer Identification Number and Certification

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

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	Action Environmental, LLC	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <u>S</u> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)	
<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
<b>5</b> Address (number, street, and apt. or suite no.). See instructions.		
PO Box 935964		
<b>6</b> City, state, and ZIP code		
Atlanta GA 31193-5964		
<b>7</b> 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	2	-	0	5	4	0	7	5	8

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

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person	Date <b>01/06/2026</b>
------------------	--------------------------	------------------------

## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
ACTION ENVIRONMENTAL, LLC

### Filing Information

<b>Document Number</b>	M13000000910
<b>FEI/EIN Number</b>	82-0540758
<b>Date Filed</b>	02/08/2013
<b>State</b>	AL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	01/03/2020
<b>Event Effective Date</b>	NONE

### Principal Address

204 20TH STREET NORTH  
BIRMINGHAM, AL 35203

Changed: 11/30/2017

### Mailing Address

204 20TH STREET NORTH  
BIRMINGHAM, AL 35203

Changed: 11/30/2017

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301

Name Changed: 10/10/2014

Address Changed: 10/10/2014

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

FRANTZ, LUKE  
204 20TH STREET NORTH  
BIRMINGHAM, AL 35203

Title Manager

Nickelson, Robert  
204 20TH STREET NORTH  
BIRMINGHAM, AL 35203

Title Authorized Person

Jenkins, Tyler  
204 20TH STREET NORTH  
BIRMINGHAM, AL 35203

**Annual Reports**

Report Year	Filed Date
2023	02/01/2023
2024	03/05/2024
2025	01/17/2025

**Document Images**

<a href="#">01/17/2025 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/05/2024 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/01/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/13/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/16/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/18/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/03/2020 -- LC Amendment</a>	View image in PDF format
<a href="#">11/05/2019 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/25/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/08/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">11/30/2017 -- LC Amendment</a>	View image in PDF format
<a href="#">04/19/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/31/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/30/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/10/2014 -- CORLCRACHG</a>	View image in PDF format
<a href="#">04/03/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/08/2013 -- Foreign Limited</a>	View image in PDF format



**CORPORATE AFFIDAVIT**

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

STATE OF FLORIDA ]

COUNTY OF HERNANDO ]

Luke Frantz being duly sworn, deposes and says that he is secretary of Action Environmental LLC, a corporation organized and existing under and by virtues of the laws of the State of Florida, and having its principal office at:

204 20th Street North, Birmingham, AL 35203 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of Action Environmental LLC (Name of Corporation) of the corporation, is duly authorized to sign Invitation to Bid # 25-T001174/GB (Title)

the Bid for Household Hazardous Waste Transportation and Disposal Services for said corporation by virtues of: Florida  
(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).

*Luke Frantz*

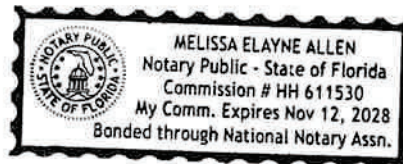
Affiant

Sworn to before me this 6th day of March, 2026.

*Melissa Elayne Allen*

Notary Public

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



## Relevant Experience & References

Action Environmental has been a leading provider of waste management, transportation and disposal services since 1995. We deliver reliable cost-effective waste management solutions for large and small generators across multiple industries. From automotive and steel industries to small businesses, higher education institutions and government agencies, with safety and compliance as our top priority we get the job done right the first time. The following are examples of clients for whom Action Environmental has (or is) providing waste management services.

### **Bhate Geosciences Corporation**

Birmingham, AL 35212

Length of Service: 2025

Contract Value: \$36,000

Type of Service: For the City of Birmingham School District Action Environmental performed Hazardous and non-hazardous chemical waste transportation and disposal of expired/unwanted commercial and domestic products, unknown chemical identification, high-hazard chemical stabilization, cylinder over-packing (as necessary), and waste reporting.

Point of Contact: David Matson (dmatson@bhate-geo.com) (205) 594-7062

### **Envita Solutions**

Indianapolis, IN 46268

Length of Service: 5+ years

Project Value: \$29,000

Type of Service: Action Environmental supports Envita Solutions on various projects. Most recently, Action completed the closure of a Carrier Corporation facility in Stone Mountain, GA. The Tampa, FL team provided hazardous and non-hazardous chemical waste transportation and disposal (lab pack and bulk drums), unknown chemical identification, compressed gas cylinder management, and waste reporting.

Point of Contact: Rick Heaberlin (RHeaberlin@envitainc.com) (765) 341-0062

### **Duke Energy**

St. Petersburg, FL 33733

Length of Service: 5+ years

Project Value: \$78,000

Type of Service: Excavation, removal and disposal of petroleum impacted soils and liquids followed by site restoration at the Bartow Power Plant in St. Petersburg, FL

Point of Contact: Wyatt Grant (wyatt.grant@duke-energy.com) (813) 810-8037



**Good Will Manasota**

Bradenton, FL 34203

Length of Service: 2020 – 2025

Project Value: \$50,000/Annually

Type of Service: Hazardous and non-hazardous chemical waste transportation and disposal (lab pack and bulk drums), unknown chemical identification, emergency response support, cylinder over-packing, and waste reporting.

Point of Contact: Kevin Ouellette (kevin.ouellette@gimi.org) (941) 355-2721 x111



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

PERMITTEE:  
US ECOLOGY TAMPA, INC.  
18500 NORTH ALLIED WAY  
PHOENIX, AZ 85054

I.D. NUMBER: FLD 981 932 494  
HAZARDOUS WASTE PERMIT NUMBER: 34875-020-HO  
SOLID WASTE PERMIT NUMBER: 34875-021-SO  
DATE OF ISSUE: MARCH 14, 2024  
EXPIRATION DATE: APRIL 1, 2029

ATTENTION:  
DON LOCKE  
7202 EAST 8TH AVENUE  
TAMPA, FL 33619

COUNTY: HILLSBOROUGH  
PROJECT: ADMINISTRATIVE MODIFICATION OF  
HAZARDOUS WASTE TREATMENT, STORAGE,  
AND TRANSFER FACILITY

Pursuant to authorization obtained by the Florida Department of Environmental Protection (FDEP) under the Resource Conservation and Recovery Act [42 United States Code (U.S.C.) 6901, *et seq.*, commonly known as RCRA] and the Hazardous and Solid Waste Amendments of 1984 (HSWA), this permit is issued under the provisions of Section 403.722 Florida Statutes (F.S.), and Chapters 62-4, 62-160, 62-730, 62-777 and 62-780 Florida Administrative Code (F.A.C.). This permit replaces permits 34875-019-HO and 34875-018-SO. The above-named Permittee is hereby authorized to perform the work or operate the facility shown on the application dated October 4, 2023, and supplemented by November 4, 2023 and December 20, 2023 that are incorporated herein and collectively referred to as the “permit application.” The permit application also includes any approved drawing(s), plans, and other documents that are specifically identified and incorporated by reference. Solid waste management units (SWMUs) and areas of concern (AOCs) identified to date are listed in Appendix A. The RCRA-regulated units, permitted units or permitted activities are specifically described as follows:

**Permitted Container Storage Area within the Waste Processing Building (WPB)**  
US Ecology Tampa Inc. is permitted to store up to a maximum of 9,900 gallons (Table 2) of hazardous waste (waste codes D002, D004 through D011, and K062) for up to 365 days in the WPB.

#### Permitted Bulk Storage Container Storage Area

US Ecology Tampa, Inc. is permitted to store 800 cubic yards (CY) in dump trailers or a maximum of forty (40) 20-CY roll-off boxes of post-treated (via stabilization) and solidified formerly characteristic and/or K062 hazardous waste material may be stored within the footprint of the asphalt-covered parking lot located on the southside of E 9th Avenue (Table 2). In addition, non-hazardous waste may be stored in the BCSAs (provided the 800 CY maximum capacity is not exceeded) and will not be counted toward the facility’s daily hazardous waste capacity provided that the proper labeling procedures have been undertaken.



# FLORIDA DEPARTMENT OF Environmental Protection

**Ron DeSantis**  
Governor

**Alexis A. Lambert**  
Secretary

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

\*\*\*\*\*  
HAZARDOUS WASTE TRANSPORTER  
CERTIFICATE OF APPROVAL  
\*\*\*\*\*

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: Action Resources, Inc

FACILITY ID NO: ALR000007237

FACILITY ADDRESS: 40 County Rd 517  
Hanceville, AL 35077

EXPIRATION DATE: June 30, 2026

APPROVED TRANSFER FACILITY: NO

APPROVAL ISSUED BY: \_\_\_\_\_ DATE: April 03, 2025  
Susan Horlick  
Environmental Specialist III  
Hazardous Waste Regulation Section  
850/245-8778



U.S. Department  
of Transportation

**Federal Motor  
Carrier Safety  
Administration**

1200 New Jersey Ave., S.E.  
Washington, DC 20590

May 30, 2024

In reply refer to:  
USDOT Number: 680185

MC Number: MC316888

RICK MOORE  
PRESIDENT  
ACTION RESOURCES LLC  
204 20TH STREET NORTH  
BIRMINGHAM, AL 35203

**HAZARDOUS MATERIALS SAFETY PERMIT**  
**HM Safety Permit ID: US-680185-AL-HMSP**  
**Effective Date: May 30, 2024**

Dear RICK MOORE:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning May 30, 2024 and remain effective through May 31, 2026 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at [fmcsa.hmsp@dot.gov](mailto:fmcsa.hmsp@dot.gov) or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner  
Chief, Hazardous Material Division



FLORIDA DEPARTMENT OF  
Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

---

June 19, 2024

Lana Mcpherson  
Action Resources, Inc  
204 20th Street North

Birmingham, AL 35203

**BE IT KNOWN THAT**

Action Resources, Inc  
40 County Rd 517

Hanceville, AL 35077

**IS HEREBY REGISTERED AS A USED OIL**

Transporter for Hire, Filter Transporter

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)  
The Department of Environmental Protection hereby issues  
Registration Number **ALR000007237** on **June 19, 2024**  
Transporter Type: **Large For-Hire Transporter**

**This registration will expire on 06/30/2025**

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your on-line payment receipt are your receipts.



**FACILITIES LOCATION ADDRESSES & DESCRIPTION**

US Ecology Tampa, Inc. 2002 East Orient Rd. Tampa, FL 33619. Part B TSDF

Lighting Resources, Inc. 1007 SW 16th Lne. Ocala, FL 34471 - Universal Waste Handler

SET Environmental, Inc. 5738 Cheswood St. Houston, TX 77087 - Compressed gas reclamation/disposal

Par-Gas Inc., 1452 W C48 Bushnell, FL 33513 - Propane/Acetylene reclamation/recovery

Arcwood Environmental - 1250 E George St. East Liverpool, OH - RCRA Incineration

Ross Incineration Services - 36790 Giles Rd. Grafton, OH - RCRA Incineration

Urban E Recycling - 5630 E. Powhatn Ave., Tampa, FL 33610 - Electronics Recycing & Data Destruction

Arcwood(Rineco) 819 Vulcan Rd. Benton, AR 72015 - Fuels Blending

Action Environmental LLC

BIDDER'S COMPANY NAME

3007 N. 50th Street

MAILING ADDRESS

Tampa, FL 33619

CITY, STATE AND ZIP CODE

Don Locke - General Manager

CONTACT PERSON (Name) (Title)

(813) 909-0040 Fax: (813) 909-0042

TELEPHONE NO. – FAX NO.

Don.Locke@actn.com

EMAIL ADDRESS

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

## List of Personnel/Statement of Qualifications

Established in 1995 Action Environmental LLC (Action Environmental or Action) is a privately held, certified minority-owned specialized services company with headquarters in Birmingham, AL. Action Environmental is large enough to serve in many capacities, but small enough to deliver fantastic customer service experiences. Our diverse service portfolio includes planned remediation, civil construction, industrial cleaning, freight brokerage, specialty chemical management, industrial painting and coating and hazardous waste management across the Southeast, Midwest and Gulf regions.

Action Environmental recognizes that Hernando County needs an experienced, knowledgeable team and management staff to provide household hazardous waste transportation and disposal services in compliance with EPA, FDEP, DOT and OSHA regulations. As evidence of the importance of this contract to Action Environmental, we have in place a team of **local** environmental professionals that includes key personnel with experience to provide services to Hernando County that meet the requirements detailed in the Scope of Work (SOW). In addition, we are utilizing US Ecology Tampa, Inc. (a Republic Services company) to receive, treat and dispose of much of the waste collected through the County's program.

Action Environmental is proposing a team management approach that provides Hernando County with a Project and Contract Manager who will provide contract oversight guaranteeing contract expectations are not only met, but also exceeded; a Lab Pack/Field Chemist to properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents associated with lab packs and properly label and determine the appropriate disposal methods for the hazardous materials collected during the household hazardous waste collection event; experienced Field Technicians to assist with household hazardous waste collection, identification, consolidation, packaging and shipment preparation. Available to support our local team and Hernando County Action's regional Health & Safety Manager.

The proposed Action management team includes Don Locke, Project/Contract Manager; Rich Kaiser, Chemist/Quality Assurance; Kendall Randle, Riley Smith and Anthony Bromberg as Technicians and Jamie Griffith, Environmental Health and Safety Manager. Roles and responsibilities of referenced individuals is as follows:

**Don Locke, Project and Contract Manager** – With an accumulation of more than 35 years of industry knowledge, Mr. Locke has extensive experience working with federal, state and local government agency contracts. Mr. Locke will provide an important leadership role, as he is responsible for application of our quality control objectives throughout the program and will serve as the alternate point of contact for all tasks outlined in the SOW.

**Richard (Rich) Kaiser, Chemist/Quality Assurance Manager** – As a Certified Waste Management Professional with 35 years of environmental industry experience, Mr. Kaiser will serve as a technical resource to Contract and Quality Assurance Manager and to ensure effective coordination between the Action transportation team and the Republic Tampa Facility. In addition, Mr. Kaiser is directly responsible for the supervision and safe efficient operation of Action’s Waste Services field programs. Rich will be onsite to properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents associated with lab packs and properly label and determine the appropriate disposal methods for the hazardous materials collected during the household hazardous waste collection event. Mr. Kaiser will be available direct communication with Hernando County and to address technical waste management concerns.

**Jamie Griffith, Environmental Health and Safety Manager** – Mr. Griffith is Action’s Southeast Region Environmental Health and Safety Manager. With 20 years of industry experience, Mr. Griffith is responsible for the compliant implementation and stewardship of the Action Environmental Health and Safety Policy. In support of this contract, Mr. Griffith is responsible for the development and implementation of site-specific Health and Safety Plans. He will serve as the primary regulatory point of contact for the Action Environmental Tampa branch.

**Kendall Randle, Riley Smith and Anthony Bromberg, Field Services Technician** – Each of these gentlemen possess more than 3 years of managing hazardous waste removal projects. In their role as Technicians, each will support and/or provide onsite waste determination (if necessary), waste consolidation and packaging, manifest completion and safe transportation of the waste materials to the US Ecology Tampa, Inc.

# Don Locke

General Manager – Environmental, Industrial & Civil Operations

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## Experience Summary

Mr. Locke is a senior environmental and industrial operations leader with 35+ years of experience managing TSDFs, technical service centers, and civil/environmental construction operations. Don has proven expertise in full P&L ownership, regulatory compliance, safety leadership, government contracts, and sales performance. Recognized for scaling operations, integrating acquisitions, and maintaining compliance across EPA, OSHA, DOT, and state agencies.

## Experience

### Action Environmental LLC – General Manager; May 2025 to Present

- Lead Tampa branch supporting civil construction, drilling, water treatment, and environmental services.
- Full responsibility for financial performance, forecasting, budgeting, and P&L.
- Oversee waste characterization, project execution, safety, and regulatory compliance.
- Drive sales performance, customer growth, and market expansion.

### US Ecology Tampa/Republic Services – General Manager; October 2016 – May 2025

- Directed day-to-day operations of a Treatment, Storage Facility (TSF).
- Managed contracts for federal, state, and municipal agencies.
- Led Household Hazardous Waste (HHW) events for multiple municipalities.
- Maintained compliance with EPA, DOT, OSHA, and state regulations.
- Led the company's EHS strategy, ensuring full compliance with EPA, OSHA, and DOT/FMCSA regulations.
- Provided oversight of hazardous materials management and waste transportation permits, maintaining compliance with all regulatory agencies.
- Directed operational planning, budgeting, and financial performance.

### Stericycle Environmental Solutions – General Manager; January 2013 – October 2016

- Manage daily operations of TSDF including financials, EH&S, routing, scheduling, and processing.
- Held full P&L responsibility, forecasting, purchasing, monthly financials, and inventory control.
- Primary liaison with ADEM, OSHA, and EPA.
- Supported implementation of Red Prairie routing software.
- Developed procedures that doubled waste throughput post-acquisition while maintaining KPIs.
- Assume General Manager responsibilities for Southeast region facilities including Birmingham Part-B TSDF, three 10-day facilities, and two Florida service centers.
- Full regional P&L accountability; managed transportation, routing, HR, and compliance.

# Don Locke

General Manager – Environmental, Industrial & Civil Operations

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## **PSC Environmental Services – Operations Manager; August 1995 – December 2012**

- Led Deerfield Beach and Lakeland locations with 21 employees.
- Partnered with sales on pricing, treatment, and routing of waste streams.
- Achieved financial goals while maintaining regulatory compliance.
- Managed commodity trading (silver, film, paper).
- Worked with FL DEP, DERM, Broward County DEP, DOH

Don held positions with similar responsibilities at Magnum Tank Services from 1988 – 1995

## **Education**

- **United States Coast Guard 1983 – 1987**  
Machinery Technician III

## **Licenses and Certifications**

- DOT Hazardous Materials Train-the-Trainer Certification
- OSHA 40 Hour HAZWOPER with concurrent 8-Hr Refresher
- Confined Space Entry Certification
- EMT First Responder
- Emergency Response Dive Master/Rescue Diver
- Certified Forklift, Aerial, and Scissor Lift Train-the-Trainer Certification
- CPR/AED and First Aid Certification

# Richard Kaiser II

Business Development/Waste Services Project Manager

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## Experience Summary

Well-rounded, accomplished project and program manager with expertise in the environmental service industry, including Health and Safety, compliance with RCRA, DOT, OSHA, SPCC, NEPA, TSCA and EPCRA regulations, and EMS (ISO 14001). High-impact strategic planner skilled at resolving corporate challenges with integrated solutions. Demonstrated ability to combine technical and business solutions to support overall corporate strategic goals, create detailed project schedules, analyze data, resolve problems, and provide superb client service. Innate ability to build rapport with clients and colleagues and succeed in high-pressure, challenging, and deadline-driven environments.

## Experience

### **Action Environmental LLC – Business Development Manager; October 2025 to Present**

- Managed proposal and quote development for southeast service centers.
- Developed proposal teams, coordinated with regional account executives, and created compelling sales presentations.
- Authored several proprietary protocols and SOPs for proposals and technical field personnel.
- Assisted sales personnel in closing contract negotiations. Co-developed regional business development plans.
- Support company-wide health, safety, and environmental strategy, policies, and programs, driving a proactive safety culture across industrial, construction, and environmental remediation operations

### **US Ecology Tampa/ Republic Services – Operations Manager; January 2023 – Oct 2025**

- Associated with four lines of business, leading teams of driver technicians and field chemists to execute operations at the Tampa facility ensuring that all activities are conducted in a safe, compliant and efficient manner consistent with our Company's established objectives, policies and procedures.
- Develop technically oriented teams to execute projects, initiatives, and processes conforming to established policies, objectives and initiatives that follow federal, state and local regulations.
- Served as a Subject Matter Expert assisting with the integration and transition of acquired company's team members function within Republic Services' Household Hazardous Waste and Lab Pack Program procedures.
- In concert with direct reporting Supervisors, implemented a cross-training initiative maximizing utilization of limited staff and reduced employee to zero.

### **US Ecology Tampa – Regional/National Business Dev Manager; May 2017 – Dec. 2022**

- Ensures focus on top line sales efforts by managing the sales approach within US Ecology's Southeast region; then, nationally.
- Promote communication and coordination between Sales, Operations, Customer Service and Customers. Provide support to the operation and sales team by estimating and quoting.

# Richard Kaiser II

## Business Development/Waste Services Project Manager

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- Attend jobsite evaluations and customers with technical assistance as needed. Assist with job execution and new product line implementation.
- Provide operational support for various projects and new initiatives. Focus on meeting quarterly and annual revenue objectives for the operation.
- Identify new markets and new opportunities for future growth. Maintain and report business opportunities on a regular basis.
- Provide input for the development of the annual Revenue Budget.

### **CSS Dynamac Corporation – Sr. Environmental Project Manager; Sept. 2011 – May 2016**

- Senior Project Manager for Centers for Disease Control & Prevention (CDC) Hazardous Waste Management and Disposal (HWMD) contract.
- Contribute to corporate projects by assisting the company's EPA client in disposing of mixed wastes and brominated compound.
- Implemented the SOP rendering empty containers acceptable for recycling by local facilities.
- Completed annual/biennial federal and state hazardous waste reports and coordinate disposal of chemical inventories.
- Expanded recycling program to include Styrofoam packaging, gel-type ice packs, and plastics from BSL-1 and BSL-2 laboratories.

### **PBS&J/Atkins – Environmental Project Manager; Feb. 2006 – Sept. 2011**

- As the project manager for the Centers for Disease Control & Prevention (CDC) Hazardous Waste Management and Disposal (HWMD) contract and regulatory compliance expert under the Environmental Management Systems (EMS) contract.
- Designed and taught required CDC training courses, including Universal Waste Management, Small/Large Quantity Generator Responsibilities and Safe Chemical Segregation & Storage Laboratory Practices.
- Implemented internal waste tracking system to meet RCRA cradle-to-grave requirements and authored SOPs for flammable solvent and liquid waste consolidation, hazardous materials packing, and CFL clean-up.
- Led a team of auditors across all six programs during the evaluation of CDCs environmental compliance program. Assisted CDC with aspect and impact analysis during the implementation phase of the EMS program. Assisted in the development of the formula used to identify processes/operations with significant impacts.
- Assisted CDC with development and implementation of a Standard Operational Procedure (SOP) for disposing of laboratory liquids via the sink drain. The SOP identified "safe" solutions to sink disposal to maintain compliance with the Clean Water Act (CWA) and National Pollution Elimination Discharge System (NPDES) requirements.

# Richard Kaiser II

Business Development/Waste Services Project Manager

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## **PSC Environmental Services – Technical Operations Mgr.; Oct. 1990 – Feb. 2006**

- Assumed all P&L responsibilities for the region.
- Served as project manager for contract negotiations, bid and proposal preparation, and waste characterization.
- Established and maintained relationships with alternate treatment, storage, and disposal facilities. Directed materials movement throughout the southeastern service region.
- Assisted with the development of laptop-based software/hardware prototype program to improve field chemist efficiency and quality.
- As the technical operations manager, developed lab pack (LP) program at PSC - Fairburn.
- As subcontractor to TetraTech EMI, coordinated management of HWMD program for the Centers for Disease Control in Atlanta, GA.
- Assumed responsibility for the operation of the center's 10-Transfer facility, DOT compliance and Environmental Health and Safety (EH&S) for company's industrial wastewater treatment plant.

Richard's previous positions of responsibility include Field Chemist, Proposal Development Manager with PSC Environmental Services

## **Education**

- Bachelor of Science - Environmental Resource Management  
Pennsylvania State University, State College, PA (1985)

## **Licenses and Certifications**

- NREP Certified Waste Management Professional (Credential #857252)
- DOT Hazardous Materials Train-the-Trainer Certification
- OSHA 40 Hour HAZWOPER w/Concurrent 8-Hour Refresher
- Confined Space Entry Certification
- Reasonable Suspicion Training
- HM-215 and HM126F (DOT)
- HM-215D: Shipping Infectious Substances (IATA & DOT)
- Site Supervisor Training (OSHA 1910-120 [e] [4] and [8])
- Reactive and Special Recognition & Handling
- FEMA: IS-631 Public Assistance Operations
- FEMA: IS-632 Introduction to Debris Operations
- FEMA: IS-100 & 200 Incident Command System (ICS)

# Jamie Griffith, CHMM

Director of Health and Safety

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## Experience Summary

Mr. Griffith is a results-driven Environmental, Health, and Safety (EHS) Manager with extensive experience in manufacturing, transportation, and industrial services. Proven track record of developing and leading robust EHS programs, maintaining regulatory compliance, and fostering a culture of safety and sustainability. Adept at conducting audits, managing cross-functional teams, and driving continuous improvement initiatives. Known for strategic leadership, regulatory expertise, and a hands-on approach to risk management and operational excellence.

## Experience

### Action Environmental LLC – Director of Health & Safety; May 2025 to Present

- Lead company-wide health, safety, and environmental strategy, policies, and programs, driving a proactive safety culture across industrial, construction, and environmental remediation operations
- Ensure compliance with OSHA, EPA, DOT, and other regulatory requirements through audits, risk assessments, and Job Hazard Analyses (JHAs)
- Oversee development and delivery of safety training programs, including HAZWOPER, confined space, and respiratory protection
- Direct incident and near-miss investigations using root cause analysis and corrective/preventive action methodologies
- Develop and present safety performance metrics, trends, and executive-level reporting to senior leadership
- Manage preparation and implementation of site and project-specific Health & Safety Plans
- Conduct field inspections and audits; partner with project managers and supervisors to ensure consistent safety execution
- Serve as primary liaison with customers and regulatory agencies; maintain required safety records, permits, and SDS documentation

### Safeway Industrial and Environmental Services – EHS/General Manager; April 2023 – April 2025

- Led the company's EHS strategy, ensuring full compliance with EPA, OSHA, and DOT/FMCSA regulations.
- Oversaw hazardous materials and waste transportation permits, maintaining compliance with all regulatory agencies.
- Managed the remediation efforts for multiple RCRA and CERCLA sites throughout the southeastern United States.
- Conducted workforce training on environmental, health, safety, and transportation regulations to promote regulatory understanding and accountability.
- Developed and enforced company-wide policies, procedures, and strategic initiatives to support safe and efficient operations.
- Directed operational planning, budgeting, and financial performance.

### Mueller Water Products – EHS Manager III; July 2018 – March 2023

- Managed the design, implementation, and oversight of site-wide EHS programs, ensuring alignment with OSHA and EPA standards.

# Jamie Griffith, CHMM

Director of Health and Safety

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- Led safety inspections, audits, and corrective action plans, significantly improving workplace safety metrics.
- Managed the Title V permit and reporting.
- Oversaw the ergonomics and industrial hygiene programs.
- Conducted accident investigations and supported legal, insurance, and regulatory proceedings.
- Championed the OSHA Voluntary Protection Program (VPP) Star Site designation; served as a Special Government Employee (SGE) by accompanying OSHA in audits at other VPP Program sites.
- Administered Workers' Compensation cases and implemented preventative strategies to mitigate risk.

## **Stericycle Environmental Solutions – Field Compliance Manager; May 2017 – July 2018**

- Managed environmental compliance across 30+ field locations, ensuring adherence to federal, state, and local regulatory requirements.
- Oversaw DOT Hazmat and FMCSA compliance, with emphasis on transport safety and regulatory reporting.
- Prepared and submitted permit renewals and regulatory reports to maintain uninterrupted operations.
- Maintained current knowledge of RCRA, CAA, and CWA regulations, guiding field teams in best practices.

Jamie held positions with similar responsibilities at Anvil Mechanical LLC/Tyco Fire LP Products and Giant Resource Recovery from March of 2006 – May 2017

## **Education**

- Bachelor of Science in Human Resource Management  
Faulkner University, Montgomery, AL (2014)
- Bachelor of Science in Chemistry  
University of North Alabama, Florence, AL (1996)
- Associate Degree in General Education  
Snead State Community College, Boaz, AL (1994)

## **Licenses and Certifications**

- Certified Hazardous Materials Manager (CHMM), Credential Number 33593, 9/20/2019 – 9/30/2029
- DOT Hazardous Materials Train-the-Trainer Certification
- OSHA, 10, 30, and 40 Hour HAZWOPER
- Confined Space Entry Certification
- MSHA Part 48 Certification
- Certified Air-Purifying Respirator Fit Test Administrator
- Certified Forklift, Aerial, and Scissor Lift Train-the-Trainer Certification
- CPR/AED and First Aid Certification

# Kendall Randle

Field Services Chemist Technician

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## Experience Summary

Kendall is certified in Unknown Chemical Identification, Mold fire and water remediation and Confined Space Entry & Rescue. Mr. Randle has more than 3 years of experience in hazardous materials removal and management. Kendall has experience supervising emergency response clean-up projects involving hazardous chemical waste and other chemical safety issues and ensuring compliance with all local, state and federal regulatory agencies, policies and procedures. Comprehensive knowledge of transport and disposal procedures for safe handling of hazardous chemicals including corrosive liquids/solids, toxic gases, asbestos, PCBs, etc. Exceptional ability to implement, and enforce safety programs and conduct safety inspections and ensure compliance with OSHA safety standards.

## Licenses and Certifications

- Certified Hazardous Materials Storage and Removal
- Hazmat/Unknown Chemical Testing Certification – Code 3 Safety Training
- 40-Hour OSHA Health and Safety Training (29 CFR 1910.120)
- Confined Space Entry and Rescue
- OSHA 30 Certified Excavator Operator

## Experience

### Action Environmental LLC – Field Services Chemist & Technician – 2026 to Present

- Inspect Florida facilities for compliance with environmental health and safety regulations; advise users of the proper handling and disposal of hazardous materials and recommend appropriate resolutions.
- Coordinate special waste disposal projects including the handling of toxic gases, asbestos, PCBs, hazardous chemicals and mixed waste, including radioactive materials.
- Maintain records such as hazardous and non-hazardous waste manifests and associated documents.
- Respond to hazardous materials spills such as oil, acid, and mercury; implement clean-up plan.

### TAS Environmental Services – Supervisor/Foreman – 2022 - 2026

- Oil/Diesel Spill Emergency Response and Recovery
- Demolitions and Debris Removal Coordinator post-Florida/Texas Hurricanes
- Unknown Drum and Chemical Management Services
- Confined space entry for tank cleaning and inerting
- Dewatering and treatment at TSDF
- Industrial and Special Waste Services
- Transportation Services

### ServiceMaster Restore – Technician - 2022 - 2022

- Post Disaster Property Restoration
- Mold Mitigation/Remediation
- Mold, Fire and Water Certified
- Commercial Site Decontamination

# Riley Smtih

## Hazardous Materials Superintendent

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### Experience Summary

Riley is a Hazardous Materials (HazMat) Superintendent with extensive experience in HazMat management, emergency response spill and clean-up, and heavy equipment operations. Riley is a certified Welder and holds certificates in Confined Space Entry & Rescue. Mr. Smith has more than 4 years of experience in hazardous materials removal and management. Riley has experience supervising emergency response clean-up projects involving hazardous chemical waste and other chemical safety issues and ensuring compliance with all local, state and federal regulatory agencies, policies and procedures. Comprehensive knowledge of transport and disposal procedures for safe handling of hazardous chemicals including corrosive liquids/solids, toxic gases, asbestos, PCBs, etc. Exceptional ability to implement and enforce safety programs and conduct safety inspections and ensure compliance with OSHA safety standards.

### Experience

#### **Action Environmental LLC – Field Superintendent – Sept. 2024 to Present**

- Onsite leader coordinating field activities and subcontractors, providing safety briefings, ensuring all activities adhere to site-specific HASP, PPE inspection and implementation of decontamination protocols.
- Coordinate special waste disposal projects including the handling of toxic gases, asbestos, PCBs, hazardous chemicals and mixed waste, including radioactive materials.
- Maintain records such as hazardous and non-hazardous waste manifests and associated documents.
- Manage exclusion, support and contamination-control zones during response efforts.

#### **Haz-Mat Response, Inc. – HazMat Technician – Sept. 2021 – July 2024**

- Oil/Diesel Spill Emergency Response and Recovery at train derailments and pipeline breaks.
- Contaminated soil excavation, debris removal and site restoration
- Unknown Drum and Chemical Management Services
- Confined space entry for tank cleaning
- Performed welding repair on railcars and industrial equipment
- Hazardous waste transportation services

#### **Doonan Specialized Trailer – Welder/Fabricator - Sept. 2020 – Sept. 2021**

- Performed high-precision welding in multiple positions (flat, horizontal, vertical and overhead)
- Fabricated parts from blueprints and inspected weld integrity
- Operated overhead hoists and followed strict shop safety procedures.

#### **Hydroscreen – Welder/Fabricator - June 2020 – Sept. 2020**

- Performed SMAW, GMAW and TIG welding on stainless steel
- Completed machining, metal break work and plasma cutting tasks
- Followed welding symbols and technical drawings to meet design specifications.

# Riley Smtih

Hazardous Materials Superintendent

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## Education

- Lincoln College of Technology – 2020  
Certified Welder – Welding Technology; Summa Cum Laude

## Licenses and Certifications

- Certified Welder
- Commercial Driver's License – Class A with HM endorsement
- 40-Hour OSHA Health and Safety Training (29 CFR 1910.120) w/Concurrent Refresher Training
- Confined Space Entry and Rescue
- OSHA 30 Certified

# Anthony Bromberg

Hazardous Materials/ER Technician

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## Experience Summary

Anthony is a Hazardous Materials (HazMat) Technician with extensive experience in HazMat emergency response spill and clean-up site activities. Anthony served as an instructor of military units for Chemical, Biological, Radiological and Nuclear (CBRN) weapons of mass destruction (WMD) Reconnaissance, Surveillance and Decontamination operations in a hazardous environment. Certified in Confined Space Entry & Rescue, Mr. Bromberg has 8 years of experience in hazardous materials removal and management. Anthony has experience supervising emergency response clean-up projects involving hazardous chemical waste and other chemical safety issues and ensuring compliance with all local, state and federal regulatory agencies, policies and procedures. Comprehensive knowledge of disposal procedures and safe handling of hazardous chemicals including corrosive liquids/solids, toxic gases, asbestos, PCBs, etc. Exceptional ability to implement and enforce safety programs and conduct safety inspections and ensure compliance with OSHA safety standards.

## Experience

### **Action Environmental LLC – Field Superintendent – Nov. 2025 to Present**

- Onsite leader coordinating field activities and subcontractors, providing safety briefings, ensuring all activities adhere to site-specific HASP, PPE inspection and implementation of decontamination protocols.
- Coordinate special waste disposal projects including the handling of toxic gases, asbestos, PCBs, hazardous chemicals and mixed waste, including radioactive materials.
- Maintain records such as hazardous and non-hazardous waste manifests and associated documents.
- Manage exclusion, support and contamination-control zones during response efforts.

### **Olympus Technical Services – Environmental/ER Technician – Nov. 2024 – Nov. 2025**

- Responsible for coordination and direct completion of all tasks revolving around the accidental release of hazardous materials into the environment and its subsequent cleanup. These tasks often include the mobilization of employees, equipment, and materials to swiftly respond to industrial releases in alignment with both the client's and state's requirements and expectations
- Supervision of confined space entries (permit and non-permit required), rescues, and all applicable regulations.
- Site safety supervisor familiar with OSHA regulations. .
- Hazardous waste transportation services

### **US Marine Corps./Combat Logistics Regiment – CBRN Training Chief - Aug. 2022 – Nov. 2024**

- Responsible for planning, execution, and review of all annual and special training in the unit; including but not limited to, The Regimental CBRN/WMD program, anti-terrorism measures, and the tracking and submission of all higher education programs for employees.

### **US Marine Corps. – CBRN Specialist/Platoon Sergeant - April 2018 – July 2022**

- Provided leadership, training, and management of first line supervisors at the CBRN platoon in both general and enhanced operations, professional development.
- Served as the sensitive site exploitation Incident Commander with extensive knowledge on CBRN WMDs , Toxic Industrial Chemicals/Materials (TICs, TIMs) and Safety operations including surveillance, monitoring and site reconnaissance techniques with level 1-3 detectors, hazardous material sampling, clandestine lab manipulation, individual, operational, technical, mass causality decontamination, and rapid intervention extract team (RIT)

# Anthony Bromberg

Hazardous Materials/ER Technician

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## Education

- Sebastian River High School – 2017
- Military Occupational Specialty – 2018
- US Army CBRN School - 2018

## Licenses and Certifications

- Incident Command Systems (ICS); IS-199.c and IS-700.b
- Commercial Driver's License – Class A with HM endorsement
- 40-Hour OSHA Health and Safety Training (29 CFR 1910.120) w/Concurrent Refresher Training
- Confined Space Entry and Rescue
- OSHA 30 Certified
- CBRN Responder
- BLS an CPR Certified (2025)

 <p><b>Emergency Response / Spill Contingency Plan</b></p>			Doc No:	<b>AR-EHSS-101</b>
			Issue Date:	<b>07/20/2016</b>
			Revision No.:	<b>8</b>
			Revision Date:	<b>5/29/2025</b>
			Last Reviewed Date:	<b>10/8/2025</b>
			Next Review Date:	<b>10/25/2026</b>
Prepared by: <b>Rachel Barnes</b>	Approved by: <b>Roger Howard</b>	Issuing Department: <b>Safety and Compliance</b>	Page 1 of 5	

## I. Purpose

The purpose of this Emergency Response Spill Contingency Plan is to provide Action’s drivers, contractors and personnel with the necessary information to minimize potential hazards insofar as personal safety allows and to establish a spill response and reporting procedure.

## II. General Guidelines

- A. Potential Hazards: Hazardous Waste is a broad term used to describe materials that meet the definition of a hazardous waste according to EPA guidelines as found in 40 CFR 261. Wastes are listed as hazardous because they are known to be harmful to human health and the environment when not managed properly. A specific hazardous waste may exhibit any or several characteristics of the original hazardous material or materials. Therefore, hazardous wastes are assumed to possess the following potential hazards:
1. Fire or Explosion Hazard:
    - a. Material will burn, ignited by heat, sparks or flames.
    - b. Material may ignite other combustibles (wood, paper, oil, etc.).
    - c. The container may explode due to heat from fire.
    - d. The material may react violently with other fuels.
    - e. Runoff into a sewer may create a fire or explosion.
  2. Health Hazard:
    - a. Material may be harmful or fatal if inhaled, swallowed or absorbed through the skin.
    - b. Contact with material may cause burns to skin and eyes.
    - c. Fire may produce irritating or poisonous gases.
    - d. Runoff from fire control or dilution of water may cause pollution.
- B. Emergency Action (Driver): In the event of a spill or other emergency, the driver will:
1. Refer to the Emergency Response Guidebook.
  2. Wear respiratory protection and protective clothing.
  3. Isolate hazard area and deny entry.
  4. Warn pedestrians and other motorists to remain clear of the area.
  5. Notify the police or fire department.
  6. Remain upwind and out of low areas.
  7. Notify an Action Emergency Coordinator:
    - a. Action Safety
      - 24/7 notification: 205-649-2099
    - b. Secondary contact: Your Terminal Manager / Dispatcher

 <p><b>Emergency Response / Spill Contingency Plan</b></p>			Doc No:	<b>AR-EHSS-101</b>
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8. Inform the authorities of the contents of the trailer once they arrive.
9. If a camera is available, take photos and text or e-mail them to the Emergency Coordinator. Photos should include:
  - a. Trailer front, side, rear, dome area, and valve area.
  - b. Trailer damage.
  - c. Land north, south, east, and west.
  - d. Damaged property.
  - e. Area leading to any waterways or ditches.
- C. Emergency Action (Terminal Manager): In the event of notification of a spill or other emergency, dispatch will:
  1. Notify an Emergency Coordinator (See Section II.B.7).
  2. Notify the Shipper and Consignee of the spill.
- D. Emergency Action (Emergency Coordinator): In the event of a spill or other emergency, the Emergency Coordinator will:
  1. Gather the following information from the driver:
    - a. Name of person reporting the incident.
    - b. Phone number where the person reporting can be reached.
    - c. Date, time and location of incident.
    - d. The extent of injuries, if any.
    - e. The type of incident and nature of hazardous material or waste involved, the amount spilled and whether a continuing danger exists at the scene.
    - f. The Proper Shipping Name, Hazard Class, Identification Number and Packing Group of the material(s) on the trailer.
    - g. Name, Identification Number and Phone Number of the Generator.
  2. Have shipper send SDS on product.
  3. Notify the proper state and local authorities and, if required, notify the National Response Center.
    - a. National Response Center: 800-424-8802 or 202-267-2675.
    - b. CHEMTREC: 800-424-9300 (USA) if specified by shipper on shipping documents.
    - c. Hazardous Materials/Waste Incidents: 800-843-0699.
    - d. Shipper as listed on Shipping Papers.
    - e. U.S. Coast Guard, Mobile: 334-639-6117.
    - f. Alabama Department of Public Safety: 334-242-4378 (if in Alabama).
    - g. Alabama Department of Environmental Management: 334-260-7700 (if in AL).
    - h. Alabama Emergency Management Agency 205-280-2200.
    - i. Delaware DNREC: 800-882-6602 in State, 302-739-5072 out of state (Originating in DE).

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			Last Reviewed Date:	<b>10/8/2025</b>
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- j. Florida State Warning Point: 850-413-9911 or 800-320-0519.
- k. Texas Department of Health Services (asbestos): 512-834-6600.
- l. Texas Commission for Environmental Quality: 800-832-8224.  
Texas Department of Transportation: 512-465-3000.
- m. Louisiana HazMat Hot line: 877-925-6595.
- n. For Texas Low Level Radioactive Waste, all LLRW incidents must be reported to the Texas Department of State Health Services: at 512-458-7460.
- o. MASSDEP Emergency: 617-556-1133 (from the Boston area) / 888-304-1133 (toll-free)
- p. Maine’s Hazardous Material spill hotline: 800-452-4664
- q. Central Regional Office (CERO): 508-792-7650
- r. Northeast Regional Office (NERO): 978-694-3200
- s. Southeast Regional Office (SERO): 508-946-2700
- t. Western Regional Office (WERO): 413-784-1100

- 4. Notify contractors for help, if needed.
  - a. Contact Insurance Company for contractor in area of incident.
  - b. If they do not have a contractor, contact USES 888-279-9930.
- 5. If the spill is the outcome of a rollover, determine if the trailer can be off loaded. The following should be taken into consideration when making that decision:
  - a. State required.
  - b. Barrel damage.
  - c. Bolster damage.
  - d. Front or rear head damage.
  - e. Leakage that can’t be stopped.
  - f. Location of the rolled over trailer, access for ER team.
  - g. Population of area.
  - h. Weather conditions now and later.
  - i. Availability of trailer to off load (company or third party).
  - j. Capacity and design of trailer to offload into (Last Content).
  - k. ER team capability.
  - l. Aerial view and topographical mapping of the location.
- 6. If the spill is the outcome of a rollover, determine if the trailer can be up righted. The following should be taken into consideration when making that decision:

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- a. Must have minimum of two heavy duty wreckers.
- b. Air bags availability and competent operators using them.
- c. ER team on scene and can verify no barrel damage or leaks.
- d. Can set up containment area down slope from trailer.
- e. Population of area.
- f. Location of the rollover, access for wreckers and ER team.

### III. Specific Action to Take at the Scene of a Spill:

- A. First Aid:** Move victim(s) to a location a safe distance away and immediately contact emergency medical care. If a victim is not breathing provide CPR. If an individual has come in contact with the material or waste flush the exposed area with water. Keep victim(s) quiet and treat for shock until emergency medical care arrives.
- B. Fire:** In the event of a fire move containers away from the area if it is possible to do so without risk. Cool containers that have been exposed to flames with water until well after the fire is extinguished. For fires in the cargo area use unmanned hose holders or monitor nozzles, if possible. If it is not possible to use such equipment withdraw from the area and allow the fire to burn. For small fires use dry chemical, CO2, foam or water spray. For large fires use water spray, fog or foam.
- C. Containment and Control:** It is critical to contain the escape of spilled liquid or solid materials on the ground and before it can enter a storm or sanitary sewer. A barrier must be erected immediately to prevent the spread of material or waste using whatever tools and equipment on hand. Simultaneously, the source of the spill or leak must be located and controlled with a plug, tape or if a drum is leaking from the bottom turn it upside down. No smoking or use of flares or any other flammable tool should be used in the hazard area. Keep combustibles away from spilled material.
  - 1.** In the event the spill involves Low Level Radioactive Waste, the driver should perform and initial evaluation, to determine if there is a sufficient amount of product to cause a radiological problem, such as excessive radiation or release of radioactive material.
- D. Evacuation:** In case of a large spill, or an accident in which a release occurs, the possibility of evacuation should be considered. Another concern involves the ignitibility of the material or waste and the possibility of an explosion or the generation of toxic fumes. Refer to the Emergency Response Guidebook in all cases. If there is no fire or rupture to the container(s) a distance of 50 to 100 feet should be sufficient. If a fire does occur, or the threat of fire exists, immediately evacuate the area according to the Emergency Response Guidebook.
- E. Clean Up:** Once the leak is stopped and all hazards are under control, cleaning the contaminated area begins. If the spill was contained on an impervious surface the use of

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absorbent or inert products will be used, ensuring these products are compatible with the material or waste. Contaminated soil will be collected into drums or bags when a spill is contained on dirt or gravel surface. Drums, bags and all other products used to collect the spilled material or waste will be disposed of at an E.P.A. approved site.

- F. Decontamination:** Personnel, equipment used to contain the spill as well as the damaged containers will go through the process of decontamination at the site in order to prevent any further contamination. All solvents and cleaning compounds used for this process will be disposed of according to State and Federal regulations.

#### **IV. Notification: (Emergency Coordinators)**

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In the event regulatory agencies need to be notified, the Director of Risk or the Senior Director of Safety will complete the notification.

- A. The Department of Transportation, Director of Hazardous Material Registration, Material, and Transportation Bureau, Washington, D.C. 20590 will be notified in writing of the occurrence and nature of the incident. The generator of the material or waste will also be notified.

**NOTE:**

Once the spill or release has been mitigated, the following information will be forwarded to the appropriate Safety Professional: detailed incident reports containing all of the information outlined in Sections 1 through 5, names and telephone numbers of the Shipper, Receiver, Consignee, Action personnel involved, make, model and equipment numbers involved, probable causes, and detailed reports of injuries and contamination, etc. This information is provided for the root cause analysis and corrective measures.

**ITB No. 25-T001147/GB  
Facility Disposal Matrix**

<b>Facility Name</b>	<b>Address</b>	<b>EPA ID Number</b>	<b>Contact Name Phone Number</b>
US Ecology Tampa, Inc.	2002 Orient Road Tampa, FL 33619	FLD981932494	Matthew Gibson (813) 623-5302
Lighting Resources, Inc.	1007 SW 16th Lane Ocala, FL 34471	FLR000070565	Michael Adams (813) 534-5735
Arcwood Environmental (HTS)	1250 E. George Street East Liverpool, OH	OHD980613541	Scott Schultz (877) 436-8778
Ross Incineration Services	36790 Giles Road Grafton , OH 44044	OHD048415665	Nathan Deutsch (440) 748-5800
Rineco Chemical Industries (Arcwood)	819 Vulvan Road Benton, AR 72015	ARD981057870	Larry Williams (501) 778-9089
SET Environmental, Inc.	5738 Cheswood Street Houston, TX 77087	TXD055135388	Walter Kilgus (713) 645-8710
Urban E Recycling	5630 E. Powhatan Ave. Tampa, FL 33610	N/A	Greg Rabinowitz (813) 512-6998
Par-Gas, Inc.	1480 N West St. #CR48 Bushnell, FL 33513	N/A	(352) 793-1982

## Unacceptable Materials List

Action Environmental has been a leading provider of waste management, transportation and disposal services since 1995. We deliver reliable cost-effective waste management solutions for large and small generators across multiple industries. From automotive and steel industries to small businesses, higher education institutions and government agencies, with safety and compliance as our top priority we get the job done right the first time. The following are examples of clients for whom Action Environmental has (or is) providing waste management services.

In addition to the list of waste materials deemed “unacceptable” in the ITB, Action Environmental has identified the following substances that will not be accepted under this contract without authorization or an amended scope of work:

- Substances/medications on the list of DEA Regulated Controlled Substances. When applicable these materials may be accepted following an approved process rendering the active ingredient non-recoverable. Currently, Action Environmental is not licensed to perform this procedure.
- Dioxin-containing substances (pesticides, herbicides, wood preservatives). Disposal options in the United States are limited. Though expensive, disposal options in Canada are available.
- Large lithium batteries pulled from electric, hybrid or PHEV automobiles. These batteries require special handling and may be accepted on a case-by-case basis.

**HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

March 6, 2026

(date)

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

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

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

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

No  Yes

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

Bidder: Action Environmental LLC

Don.Locke@actn.com

(Email address)



(Signature required)

Luke Frantz

(Print name)

President

(Print title)

3007 N. 50th Street, Tampa, FL 33619

(Address)

(813) 909-0040

(Phone)

(813) 909-0042

(Fax)

82-0540758

(Federal Taxpayer ID Number)

**Anti-Human Trafficking Affidavit**

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Action Environmental LLC

Name of Nongovernmental Entity

Luke Frantz

Printed Name of Affiant

President

Title of Affiant



Signature of Affiant

3/06/2026

Date