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2
3 **RESOLUTION NO. 2017-26**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA**
7 **AUTHORIZING THE VILLAGE MANAGER AND THE**
8 **VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT**
9 **FOR DEBRIS REMOVAL AND DISASTER RECOVERY**
10 **SERVICES WITH GRUBBS EMERGENCY SERVICES,**
11 **LLC; PROVIDING FOR AN EFFECTIVE DATE.**
12

13 WHEREAS, on July 31, 2000, the Village entered into an agreement with Grubbs
14 Emergency Services (hereinafter referred to as "Grubbs") for debris removal and disaster
15 recovery services; and,
16

17 WHEREAS, since 2000, the Village has renewed the contract in May 2006 for an
18 additional five (5) years, and the current contract is up for renewal effective May 29, 2011 for
19 an additional five (5) years; and,
20

21 WHEREAS, the services of Grubbs was used in 2005 during a very active and
22 prolonged hurricane season for debris removal and disaster recovery after hurricanes Katrina,
23 Rita and Wilma; and,
24

25 WHEREAS, although Grubbs is providing that all of the terms and conditions of the
26 existing contract, including pricing, will remain the same for the period of the renewal, the
27 Village requested that Grubbs provide a listing of their current contracts with other
28 municipalities; and,
29

30 WHEREAS, the Hernando County selected Grubbs following a public bid process in
31 2014, and their contract with Grubbs provides better pricing than our current contract.
32

33 WHEREAS, the Village Commission finds it to be in the best interests of the residents of the
34 Village to piggy back off of the Hernando County's contract and to further authorize the Village
35 Manager and the Village Attorney to negotiate an agreement for services.
36
37

38 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
39 VILLAGE OF BISCAYNE PARK, FLORIDA:
40

41 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
42 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
43

44 **Section 2.** The Village Manager and the Village Attorney are hereby authorized to
45 negotiate an agreement for with Grubbs for debris removal and disaster recovery services.
46

47 **Section 3.** This Resolution shall become effective upon adoption.
48
49

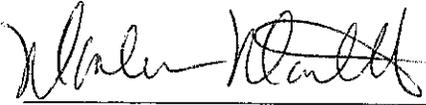
1
2 PASSED AND ADOPTED this 2nd day of May, 2017.

3
4 **The foregoing resolution upon being put**
5 **to a vote, the vote was as follows:**
6

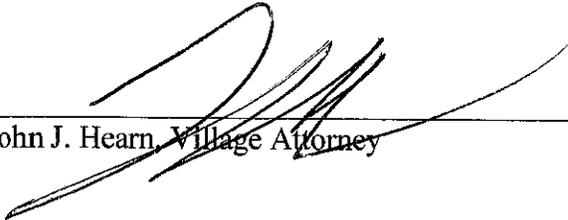
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8
9
10 
11 _____
12 Tracy Truppman, Mayor

13 Mayor Truppman: Yes
14 Vice Mayor Johnson-Sardella: Yes
15 Commissioner Bilt: Yes
16 Commission Ross: Yes
17 Commissioner Tudor: Yes

18 Attest:

19
20 
21 _____
22 Marlen D. Martell, Village Clerk

23 Approved as to form:

24
25
26 
27 _____
28 John J. Hearn, Village Attorney

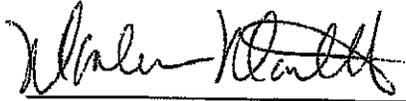
1
2 PASSED AND ADOPTED this 2nd day of May, 2017.

3
4 **The foregoing resolution upon being put**
5 **to a vote, the vote was as follows:**

6
7
8
9
10 
11 _____
12 Tracy Truppman, Mayor

13 Mayor Truppman: Yes
14 Vice Mayor Johnson-Sardella: Yes
15 Commissioner Bilt: Yes
16 Commission Ross: Yes
17 Commissioner Tudor: Yes

18 Attest:

19 
20 _____
21 Marlen D. Martell, Village Clerk

22  05/12/2017
23 _____
24 Grubbs Emergency Services LLC
25 John G Grubbs/ Managing Member

26 Approved as to form:

27 
28 _____
John J. Hearn, Village Attorney

AGREEMENT FOR EMERGENCY DEBRIS REMOVAL

THIS IS AN AGREEMENT, dated this 2nd day of May, 2017, by and between:

VILLAGE OF BISCAYNE PARK
a Florida municipal corporation
640 NE 114TH Street
Biscayne Park, Florida 33161
(hereinafter "VILLAGE")

AND

GRUBBS EMERGENCY SERVICES, LLC
16533 U.S. Highway 19
Hudson, Florida 34667
(hereinafter "CONTRACTOR")

WHEREAS, the VILLAGE has the need to procure a qualified contractor to provide emergency debris removal; and

WHEREAS, Hernando County, Florida competitively bid for emergency debris removal by and through Contract #TR00120/TKB; and

WHEREAS, CONTRACTOR submitted a Bid in response to the Hernando County Contract; and

WHEREAS, Hernando County entered into a contract with CONTRACTOR on June 9, 2015 for a term of three (3) years with the option to renew for one (1) additional two (2) year term to provide emergency debris removal, which Contract is attached hereto and made part hereof as Exhibit "1"; and

WHEREAS, CITY has reviewed the scope of services of the competitively bid Hernando County Contract, and has determined that it is an agreement that can be utilized by VILLAGE to provide emergency debris removal; and

WHEREAS, the Hernando County Contract allows CONTRACTOR to enter into an agreement for the provisions of emergency debris removal with the VILLAGE under an arrangement where the VILLAGE establishes this agreement based on the contract developed and executed by Hernando County and the VILLAGE's Code of Ordinances, which authorizes the VILLAGE to procure these services through such an arrangement; and

WHEREAS, the VILLAGE desires to retain the services of CONTRACTOR establishing this agreement based on the contract developed and executed by Hernando County; and

WHEREAS, at its meeting of May 2, 2017 the Village Commission of the Village of Biscayne Park authorized the appropriate Village officials to enter into an agreement with CONTRACTOR by establishing this agreement based on the contract developed and executed by Hernando County;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Attached hereto and made a part hereof as Exhibit "1" is the Hernando County Contract, dated June 9, 2015, as referred to above. The terms, and conditions of the Hernando County Contract (Exhibit "1") shall govern the relationship between CITY and CONTRACTOR, except as follows:

- A. The services shall be performed for the VILLAGE.
- B. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

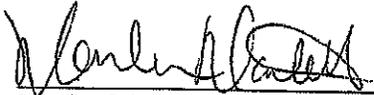
Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Circuit in and for Miami-Dade County, Florida.

Section 3. In all other respects, the terms and conditions of the Hernando County Contract attached hereto as Exhibit "1" are hereby ratified and shall remain in full force and effect under this Agreement, as provided by its terms.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:



Marlen Martell, Village Clerk

VILLAGE OF BISCAYNE PARK,
FLORIDA

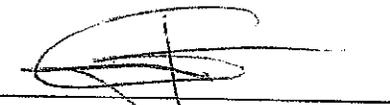

Tracy Truppmann, Mayor

APPROVED AS TO FORM:



John J. Hearn, Village Attorney

GRUBBS EMERGENCY
SERVICES, LLC



John G. Grubbs, Managing Member

Client Name	County	Monitoring Contract	Piggyback Contract	Client Contact	Position	Phone	Address	
Bal Harbour Town of	Miami-Dade County	No	Marion Co. (Nov 2004 Amendment)	Dwight S. Danie	City Clerk	305.866.4633, Extension 312	655 95th Street Bal Harbour, Florida 33154	ddanie@ballharbour.org
Baytown, City of	Harris County and Chambers County			Drew Potts	Purchasing & Facilities Manager	281.420.6504 281.420.5891 fax	2401 Market Street or PO Box 424 Baytown, Texas 77522	drew.potts@baytown.tx.org
Biscayne Park, Villages of	Miami Dade County	No	Margate	Heidi Siegel	Village Manager	305.899.8000 305.891.7241 fax Cell: 954-654-0574	640 NE 114th Street Biscayne Park, FL 33161	villagemanager@bikeyville.net
Bronson, Town of	Levy County	No	Levy County (Aug 2008)	Jimmy Dunford	PW Director	352.486.2354 352.486.6262 fax	650 Oaks St. Bronson, Florida 32621	jdunford@bellsouth.net
Cedar Key	Levy County	No	Levy County (Aug 2008)	Vergil Sandlin	Police Chief	352.543.5132 352.543.5560 fax	P.O. Box 339 Cedar Key, Florida 32625	cedarkeypd@cedarkeyfl.us
Dunnellon	Levy County		Yes	Nathan Whit	Mayor	352-465-8500 fax 352-465-8505	20750 River Dr Dunnellon, FL 34431	
Gilchrist County	Gilchrist County	No	No	Ralph Smith	Emergency Management Chief	386-935-5400 386-935-0294 fax 352-494-8598 cell	3250 N US Highway 129 Bell, Florida 32619	rsmith@gilchrist.fl.us
Hernando County 2015	Hernando County	No	No	Scott Harper	Solid West Land Fill Manager 352-754-4112	(352) 540-6243	14450 Landfill Rd Brooksville FL	sharper@hernandocounty.us
Highlands Co	Highlands CO 2nd	No	No	Scott Canaday	Emergency Management Director	(863) 385-1112 (863) 381-3886 cell	6850 West George Blvd Sebring FL 33875	scanaday@hceoc.org
Inglis	Levy County	No	Levy County (Aug 2008)	Lance Trafford	PW Director	(352)447-0049	135 Highway 40 West Inglis, Florida 34449-9312	inglispublicworks@gmail.com

Islamorada Village of the Island	Monroe County	No	No	John Sutter	Director of Public Works	305-853-1686	86800 Overseas Highway, P.O. Box 566 Islamorada, Florida 33036	john.sutter@islamorada.fl.us
Lady Lake JV, Town of	Lake County	Terra Tech	Seminole Co	Kris Kilgaard	Town Manager	352.751.1526	136 Sylvine Drive Lady Lake, Florida	psmith@ladylakefl.gov
Lafayette County	Lafayette County	Levy County (Aug 2008)	Levy County (Aug 2008)	Steve Land	Emergency Management Office	120 W. Main St. Mayo, FL 32060	Steve Land <stand@lafayetteclerk.com>	
Lauderhill	Broward County	No	Margate (REF-2007-017)	Gwen Jone	Purchasing Manager	-1950 386-294 954.730.3044	5581 West Oakland Lauderhill, FL 33313	purchasing@lauderhill.fl.gov
Leesburg	Lake County	No	No	Jimmy Feagle	Deputy Dir Public Works	352.435.9442	550 South 14th St Leesburg, Florida 34748	purch@leesburgflorida.gov
Levy County	Levy County	No	No	John MacDonald	EM Director	352.486.5213 352.486.5152 fax	660 North Halfway Avenue Bronson, Florida 32621-0336	coachjmac@gmail.com
Marathon	Monroe County	Witt O'Brien's	Islamorada	Carlos Solis	Public Works Director	305.289.5008	9805 Overseas Highway Marathon, Florida	solisc@ci.marathon.fl.us
Margate 2nd	Broward County	No	No	Sam May	PW Director	954.972.8129 954.369.8100 Fax	102 Rock Island Road Margate, Florida 33063	smay@marcaterl.com
Miami-Dade County JV	Miami-Dade County	Terra Tech First O'Brien's 2nd Witt		George Burgess	County Manager	305.375.5311 305.375.1262 fax	111 NW 1st Street, Suite 1300 Miami, Florida 33128-1974	Manager@miamida.de.gov CSOMM@miamida.de.gov
Miramar City of	Broward County		no	Ralph Tapani	Solid Waste Manager	954-883-6832 (O) 954-243-6377 Cell	2300 Civic Center Place Miramar, FL 33027	rtapani@miramarfl.gov

Nassau County	Nassau County	No	No	Charlotte Young	Contract Manager	904.491.7377 904.321.2658 fax	96135 Nassau Place, Suite 6 Yule, Florida 32097	cyoung@nassaucountyfl.com
Neptune Beach	Duval County	No	Levy County (Aug 2008)	Jim Jarboe	City Manager	904.270.2400 Extension 31 904.270.2417 fax	116 First Street Neptune Beach, Florida 32266-5140	jarboe@neptune-beach.com , smith@neptune-beach.com
Niceville	Okaloosa County	No	No	Lannie Corbin	City Manager	850.729.6436 850.729.4013 fax	208 N. Parlin Drive Niceville, Florida 32578	admin@niceville.org
Osceola County	Osceola County	No	No	Luis	Procurement Services	407.343.3158 407.343.3173 fax	3 Courthouse Square, Suite 219 Kasimnee, Florida 34741	
Palm Beach Gardens Disposal Only	Palm Beach County	No	No	Ronald Ferris	City Manager	561.799.4122 561.799.4124 (F)	10500 N. Military Trail Palm Beach Gardens, FL 33410	rferris@pbqfl.com
Port St. Lucie	St. Lucie County	Terra Tech	No	Karen Chambers-Cuffy	Office of Mngmt & Budget	772.871.5224 772.871.7337 fax	121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984	kchamberscuffy@cityofpsl.com
Seminole County JV	Seminole County	Terra Tech	No	Tom Waters	Environmental Programs Manager	407.665.2261 407.324.5731 (F) 407.474.0635 @	1950 State Road 419 Longwood, Florida 32750	waters@seminolecountylt.gov
Southwest Ranches, Town of 2nd	Broward County	Witt O'Brien's	No	Jeff Nelson	Mayor at Large	954.343.7472	13400 Griffin Rd. Southwest Ranches, FL 33330	lnelson@swranches.org
Virginia Gardens	Miami Dade County	Witt O'Brien's	No	Martiza Fernandez	Mayor	305.871.6104	6498 NW 38th Terrace Virginia Gardens, Florida 33166	Mferandez@virginia-gardens-fl.gov

Board of County Commissioners

Hernando County



Purchasing and Contracts

June 11, 2015

(Via: paula@grubbses.com)
Grubbs Emergency Services, LLC
16533 US Hwy 19
Hudson, FL 34667

20 N. Main Street, Room 365
Brooksville, FL 34601
(352) 754-4020
Fax: 754-4199
www.co.hernando.fl.us/pur

RE: Contract Award: 14-T00120-A Emergency Debris Removal

Dear Ms. Grubbs:

Please be advised that the County has approved the award of the above referenced contract. The contract as approved is effective from June 9, 2015 through June 8, 2018, with one (1) twenty-four (24) month renewal option.

Work under this contract will be on an as-needed.

To remain compliant, all insurance for your company and any sub-contractor's must be current, up to date and in the amounts as required in the contract.

If you have any further questions, please contact Tara Bohnsack, Hernando County Purchasing and Contracts at (352) 754-4060.

Sincerely,

Russell Wetherington, CPCM, CPPB, GPM
Assistant County Administrator-General Services
Chief Procurement Officer, Hernando County

RW/tb

Attachment

pc via email: Cecilia Patella, Emergency Management Director
Richard Russell, EM Specialist
Patrick Ballinger, Grants Compliance Specialist
cc: Finance
Clerk of the Court
Contract File #14-T00120-A

SOLICITATION - OFFER - AWARD

SOLICITATION #: 14-T00120/TKB	SOLICITATION TITLE: EMERGENCY DEBRIS REMOVAL	DATE ISSUED: SEPTEMBER 17, 2014	CONTRACT #: 14-T00120/TKB
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Wayne Dukes, Chairman Nick Nicholson, Vice Chairman Diane Rowden, Second Vice Chairman James Adkins Dave Russell, Jr.		SUBMIT BID OFFER TO: CLERK OF THE CIRCUIT COURT 20 NORTH MAIN STREET, ROOM 131 BROOKSVILLE, FL 34601-2800 Don Barbee, Jr. Clerk of Circuit Court	

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ROOM 131, HERNANDO COUNTY GOVERNMENT CENTER, 20 NORTH MAIN STREET, BROOKSVILLE, FL 34601-2800, **UNTIL 3:00 P.M., LOCAL TIME ON OCTOBER 15, 2014.** 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 361, HERNANDO COUNTY GOVERNMENT CENTER AT **3:00 P.M. ON OCTOBER 15, 2014.** PURSUANT TO FS 119.071 (2011), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

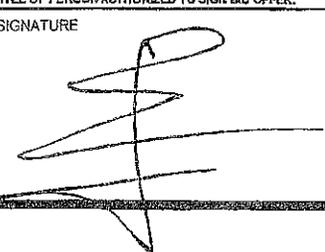
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	THIRTY-SIX (36) MONTH TERM CONTRACT, WITH ONE (1) TWENTY-FOUR (24) MONTH RENEWAL PERIOD, FOR PROVIDING REMOVAL OF DEBRIS GENERATED AS A RESULT OF DAMAGE SUSTAINED AS A RESULT OF A DISASTER (NATURAL OR OTHERWISE) OCCURING IN HERNANDO COUNTY. SUBMIT PRICING ON BID FORM IN SECTION VI <u>PLEASE SUBMIT TWO (2) ORIGINAL SIGNED DOCUMENTS.</u> (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	XXXXXXXX

OFFER

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

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

DISCOUNT FOR PROMPT PAYMENT: 10 CALENDAR DAYS 20 CALENDAR DAYS CALENDAR DAYS

BIDDER'S INFORMATION Company Name: Grubbs Emergency Services, LLC Address: 1633 US Hwy 19 City: Hudson State: Florida Zip Code: 34667 Phone Number: 352-796-7127 Fax Number: 352-797-7598 Email Address: paula@grubbses.com	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE:  OFFER DATE: 10/10/14
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AWARD

(TO BE COMPLETED BY COUNTY)

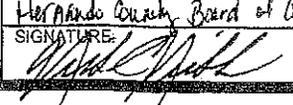
REVIEWED FOR LEGAL SUFFICIENCY	LR# 2014-606	BY: Randall Griffiths
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY PURCHASING AND CONTRACTS 20 N. MAIN ST., ROOM 365 BROOKSVILLE, FL 34601	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: Nicholas W. Nicholson, Chairman Hernando County Board of County Commissioners	
	SIGNATURE: 	AWARD DATE:

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INVITATION TO BID

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

TERM CONTRACT ITB# 14-T00120/TKB
FOR
EMERGENCY DEBRIS REMOVAL

Hernando County Board of County Commissioners are soliciting vendors/contractors active in removal of debris generated as a result of damage sustained due to a disaster (natural or otherwise) occurring in Hernando County.

Sealed bid offers as two (2) originals for furnishing the above will be received and accepted up to 3:00 PM (local time), OCTOBER 15, 2014, in the Hernando County Clerk of Circuit Court's office. Bids shall be plainly marked on the outside of a sealed envelope/container with: Bidder's name and address, and Bid Name and Bid Number. Bids are to be submitted:

Physical Address:

Hernando County Purchasing and Contracts
 20 N. Main Street, Room 385
 Brooksville, FL 34601-2800

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

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the website of Bid Net at www.floridabidsystem.com. For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at www.hernandocounty.us, or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754-4020.

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

Pursuant to Florida Statutes 119.071 (2011) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

BOARD OF COUNTY COMMISSIONERS
 HERNANDO COUNTY


 RUSSELL WETHERINGTON, CPCM, CPFB, CPM
 ASSISTANT COUNTY ADMINISTRATOR-GENERAL SERVICES
 CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

NOTICE TO BIDDERS

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

SECTION II - SOLICITATION INSTRUCTIONS

1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:
 - 1.1. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
 - 1.2. **OWNER:** Hernando County Board of County Commissioners (County)
 - 1.3. **BIDDER:** The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this solicitation.
 - 1.4. **CONTRACT:** The agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
 - 1.5. **VENDOR/CONTRACTOR:** The Bidder awarded a contract by the County for the furnishing of goods or services.

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

3. **PREPARATION OF BID:** To insure acceptance of your bid, please follow these instructions:
 - 3.1. Interested firms are to submit two (2) original bid responses. All bid sheets including this form must be executed and submitted in a sealed envelope. (Do not include more than one bid response per envelope). The face of the envelope shall contain, in addition to the address, the date, time of the bid opening and the bid number and title. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be declared non-responsive and subject to rejection.

Submit bids to:
Hernando Clerk of Circuit Court
20 N. Main St., Rm. 131
Brooksville, Florida 34601
BID NUMBER (ITB#14-T00120/TKB)
 - 3.2. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by the U.S. Postal Services, any courier system, or any other occurrence.
 - 3.3. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after bid opening.
 - 3.4. Bids must contain a manual signature of an authorized representative of the company. Telegraphic or facsimile bids will not be accepted.
 - 3.5. It is the Bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids, which are received after the bid opening time, will be returned unopened to the Bidder.
 - 3.6. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instruction to satisfy themselves of conditions affecting submission of

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

- 3.7. No material, labor, or facilities will be furnished by the County unless specifically stated.
- 3.8. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause the response to be found non-response and subject to rejection.
- 3.9. No responsibility shall attach to Hernando County, the Clerk of Circuit Court, or any official or employee thereof, for the pre-opening of, post opening of, or failure to open, a bid not properly addressed and identified.

4. **TIMETABLE:**

Date of Distribution:	<u>SEPTEMBER 17, 2014</u>
Mandatory Pre-Bid/Site Visit:	<u>N/A</u>
Last Date of Inquiries:	<u>SEPTEMBER 30, 2014</u>
Bids Due:	<u>OCTOBER 15, 2014</u>

5. **MANDATORY PRE-BID CONFERENCE:** Not Applicable

6. **BID OPENING:** Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Florida Statutes 119.071 (2011) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

7. **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:** To ensure fair consideration for all bidders, the County prohibits communication to or with any department, division or employee during the bid process, except as provided below:

- 7.1. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the bids.
- 7.2. Any interpretation or clarification made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the www.floridabidsystem.com. Oral answers will not be authoritative.
- 7.3. It will be the responsibility of the bidder to visit www.floridabidsystem.com to insure they are aware of all addenda issued for this solicitation.
- 7.4. Questions must be submitted via e-mail to purchasing@hernandocounty.us or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the Bid Documents.
- 7.5. All addenda must be acknowledged by signing and submitted with the bid. Failure to acknowledge any addenda may render the vendor/contractor's bid as non-responsive and subject to rejection.

8. **COMMUNICATION:** There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County

Representative”), except through the Purchasing and Contracts Department. Any attempt to communicate with any County Representative outside the Purchasing Department will be considered a violation of the Purchasing Policy and may result in the rejection of your bid.

9. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Faxed or Electronically mailed withdrawals will not be recognized.
10. **BID PROTESTS:** Any Bidder who protests the bid specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. (2011). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (2011).

SECTION III - GENERAL CONDITIONS

11. CONTRACT PERIOD:

- 11.1. The Contract resulting from this Solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- 11.2. The period of the Contract shall extend for thirty-six (36) months effective from date of award.
- 11.3. The Contract may be extended, by mutual agreement, for one (1) additional twenty-four (24) month period up to a cumulative total of sixty (60) months. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of the Contract as to its desire for extension. Any request by the Vendor/Contractor for consideration of a price adjustment must be made to the County at the time of renewal, and must only be based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any upward price adjustment approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- 11.4. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the Agreement.

12. BID PRICE/SUBMITTAL REQUIREMENTS:

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

- 12.4. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 12.5. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.
- 12.6. Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, bid specifications, Bid Form and all required Forms/Certifications. Failure to submit these forms may render the bid non-responsive.
13. **QUALIFICATION OF BIDDERS:** Bidders will be considered only from firms which are regularly engaged in the business of providing the type of services described in the bid specifications. Minimum qualifications to be recommended for award are:
- 13.1. Proof of having been in business for a minimum of three (3) years within one of the following occupations:
- 13.1.1. Bulk hauling of debris or fill
 - 13.1.2. Construction involving earth removal
 - 13.1.3. Demolition work
- 13.2. Proof of ownership or long term lease (12 months or more) of a minimum of:
- 13.2.1. 10 mobile knuckleboom loaders
 - 13.2.2. 30 20-cubic yard trucks or 40 cubic yard tandems
 - 13.2.3. 6 (4) yard front end loaders
 - 13.2.4. 3 bulldozers
 - 13.2.5. Capability of providing additional crews as required
- 13.3. Acceptable proof would be copies of past years' tax returns, copies of past occupational licenses, etc. Failure to provide requested documentation may result in the bid to be found "non-responsive."
- 13.4. Bidder shall submit with their bid at least three (3) references of firms, organization and/or governmental agencies/ entities for which services of a similar size and scope of this solicitation. These references must have been satisfactorily performed within the past three (3) years. Failure to submit said references may render the bid non-responsive.
- 13.5. Failure to submit this information may be basis for rejection of the bid.

14. **BID EVALUATION AND AWARD:**

- 14.1. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability to perform the contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding.
- 14.2. The County reserves the right to make multiple awards to the lowest, responsive and responsible bidders based on unit item price or group of prices, which is the most advantageous to the County. However, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance. If more than one (1) award is made, such award will be from the highest scoring proposer(s) to the lowest scoring proposer(s), and activated in the same order based on the Vendor/Contractor's availability and ability to satisfy the needs of the County at the time contacted.
- 14.3. If two 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 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 vendor/contractor by drawing lots in a public meeting.

- 14.4. The County shall be the sole judge as to the relative merits of the bids received.
- 14.5. If a separate written Contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.
- 14.6. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.
15. **LOCAL PREFERENCE:** Not Applicable
16. **HOURS:** Work may be performed between the hours of 8:00 AM – 5:00PM, Monday through Friday, unless otherwise directed by the County. 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 day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.
17. **WARRANTIES:** The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.
18. **DELIVERY AND ACCEPTANCE:**
- 18.1. The County will order services by issuance of a Hernando County numbered Purchase Order. Each order will specify the scope of work, location and date(s) for service required.
- 18.2. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- 18.3. Unless otherwise specified, services shall be performed as described in these contract documents.
- 18.4. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the Certification of Insurance, and any other required documents/certificates as specified by these contract documents.
19. **REJECTION OF BID:** The County reserves the right to reject any and all bids. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this solicitation, may be rejected at the option of the County.
20. **MINOR INFORMALITIES AND IRREGULARITIES:** Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the right to require such additional information as it may deem necessary after the time set for receipt of

bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

21. **NON-EXCLUSIVE CONTRACT:** Award of a contract resulting from this bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to contract with another company for similar work if it deems such action to be in the County's best interest.
22. **NON-PERFORMANCE:**
- 22.1. Time is of the essence in this contract and failure to deliver the services specified within the time period required shall be considered a default.
- 22.2. 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.
23. **ASSIGNMENT:** The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting contractual agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.
24. **PUBLIC ENTITY CRIMES:** Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (2011), on Public Entity Crimes. Bidders must complete and return with Bid the Sworn Statement to Public Entity Crimes attached in these Bid Documents.
25. **LICENSES AND PERMITS:** Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded vendor/contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.
26. **LAWS, REGULATIONS, PERMITS AND TAXES:** Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.
27. **TAXES:**
- 27.1. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:
- Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8,
effective 1/31/14 – expiring on 1/31/2019.
- 27.2. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (2011) and applicable rules of the Department of Revenue).
28. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Not Applicable

29. 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.

30. TERMINATION:

30.1. Termination for Default:

30.1.1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

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

30.1.1.2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

30.1.1.3. Make progress so as to endanger performance of this contract.

30.1.1.4. Perform any of the other provisions of this contract.

30.1.2. Prior to termination for default, the County will provide adequate written notice to the (vendor/contractor/consultant) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor/Contractor 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.

30.1.3. In the event of termination by the County for any cause, the vendor/contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the vendor/contractor shall:

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

30.1.3.2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

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

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

- 30.1.4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- 30.2. **Termination for Convenience:** The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.
31. **FISCAL NON-FUNDING:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
32. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:**
- 32.1. 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.
- 32.2. Each governmental agency allowed by the Vendor/Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.
33. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this bid, the Bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:
- 33.1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 33.2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
34. **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 months. Current pricing, delivery and all other terms and conditions of the contract must apply during this interim period.
35. **COMPETENCY OF BIDDERS:** The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his bid.
36. **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, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

- 36.1. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- 36.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 36.3. 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,
- 36.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 36.5. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

37. PAYMENT:

- 37.1. Payment for services received will be accomplished by submission of an invoice, in duplicate, with Purchase Order Number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to:

HERNANDO COUNTY
PURCHASING AND CONTRACTS
20 N. MAIN ST., ROOM 365
BROOKSVILLE, FL 34601

- 37.2. Each invoice shall give a detailed breakdown of the services provided.
- 37.3. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.
- 37.4. Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

38. CONFLICT OF INTEREST:

- 38.1. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
- 38.2. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
 - 38.2.1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or

38.2.2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or

38.2.3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

38.3. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

39. GRATUITIES AND KICKBACKS:

39.1. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory 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 subcontract, or to any solicitation or proposal therefore.

39.2. 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 contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

40. E-VERIFY:

40.1. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

40.2. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.

40.3. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

40.3.1. The County's Purchasing Contracts Department at (352) 754-4020; and

40.3.2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

40.4. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, then 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.

- 40.5. Vendor/Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
- 40.5.1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 40.5.2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
 - 40.5.3. Establish a written hiring and employment eligibility verification policy.
 - 40.5.4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - 40.5.5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
 - 40.5.6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 - 40.5.7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
 - 40.5.8. 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.
 - 40.5.9. Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
 - 40.5.10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
 - 40.5.11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
 - 40.5.12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

41. INSURANCE REQUIREMENTS:

41.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

41.1.1. **INDEMNITY:** To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County’s officers, agents, and employees from any claim, loss, damage, cost, charge, attorney’s fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its 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.

41.1.2. PROTECTION OF PERSONS AND PROPERTY:

41.1.2.1. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract.

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

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

41.2.1. **WORKERS' COMPENSATION:** As required by law:

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

Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance. <http://www.myfloridacfo.com/wc/exemption.html>

41.2.2. **GENERAL LIABILITY:** Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

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

Per Project Aggregate (if applicable)

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

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

41.2.3. **ADDITIONAL INSURED:** Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

41.2.4. **WAIVER OF SUBROGATION:** Vendor/Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

41.2.5. **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:

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

41.2.6. Not-Required RW (initials)

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

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

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

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

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

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

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

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

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

- 41.2.7.1. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 41.2.7.2. Date on which final payment of this contract has been made by County to Vendor/Contractor; or
- 41.2.7.3. Date on which the insurable interests in the property of all Insured other the County have ceased.
- 41.2.7.4. Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

41.2.8. [X] Not-Required JGG (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

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

41.2.9. [X] Not-Required JGG (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

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

- 41.2.10. **SUBCONTRACTORS (if applicable):** All subcontractors hired by said contractor is 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.
- 41.2.11. **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.
- 41.3. Each insurance policy shall include the following conditions by endorsement to the policy:
- 41.4. 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 notice that coverage no longer complies with the insurance requirements herein, **Vendor/Contractor agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.** The Certificate Holder shall read:
- Hernando County Board of County Commissioners
ATTN: Purchasing Department
20 N. Main St. Room 365
Brooksville, FL 34601
- 41.4.1. 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.
- 41.4.2. 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.
- 41.4.3. 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.
- 41.5. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- 41.6. 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.
- 41.7. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Vendor/Contractor's obligation to maintain such insurance.

42. MINIMUM WAGE RATES:

- 42.1. The Vendor/Contractor shall be required to pay his employees no less than the Federal Minimum Wage Rate.
- 42.2. If the Contract should be renewed, the Contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal Law Governing Wage Rates during the period of the Contract for labor-related costs only.
- 42.3. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with the Federal Wage and Hour Law.

43. SAFETY PRE-CAUTIONS:

- 43.1. The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- 43.2. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and OSHA requirements.

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

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

- 45.1. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon contract award.
- 45.2. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or

collectively, concerning this project. Vendors/Contractors or representatives who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

SECTION IV - SPECIAL CONDITIONS

46. **PRE-AWARD MEETING:** Within fourteen (14) days after receipt of notice of intent of award of bid, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.
47. **PERFORMANCE:**
- 47.1. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than two (2) calendar days from receipt of the Purchase Order. Bids which fail to meet this requirement shall be rejected.
- 47.2. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Purchase order or contract, and all other applicable remedies available to the County under State Law.
- 47.3. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.
- 47.4. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay the County the sum extended by the County to contract for like services approved by the Purchasing and Contracts Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bid is completed.
- 47.5. The Vendor/Contractor shall, within one (1) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.
48. **BID BOND/PERFORMANCE BOND AND PAYMENT BOND:**
- 48.1. Each bid must be accompanied by a Certified or Cashier's check or bid bond in a sum of not less than ten percent (10%) of the total bid. Bid deposits amounting to less than two hundred dollars need not be submitted. All checks shall be made payable to the Hernando County Board of County Commissioners. Unsuccessful bidder's performance deposit will be returned upon evaluation and award of bid. The awarded Vendor/Contractor's performance deposit will be returned upon receipt and acceptance of a 100% performance bond and a 100% payment bond. Under no circumstances shall the awarded Vendor/Contractor start work until he/she has supplied an acceptable performance bond and payment bond. If the awarded Vendor/Contractor fails to supply a performance bond and/or payment bond as specified in the bid, the County shall be entitled to retain the bid deposit to rectify the bidder's unacceptable performance. The Surety which issues the bid bond and the performance bond and payment bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".
- 48.2. The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of contract awarded as a result of this bid within ten (10) calendar days, and for the payment of all persons performing labor and/or furnishing material in connection therewith. The Surety of such bond shall be in an amount equal to the bid. The Surety shall be responsible for any liquidated damages assessed because of failure to complete this contract. The Surety shall also be responsible for any increases or extensions to the contract. The

attorney-in-fact who signs the bond must send with the bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the awarded Vendor/Contractor begin work until he/she has supplied the County a Performance Bond and Payment Bond.

49. PROTECTION OF PROPERTY/SECURITY:

- 49.1. 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.
- 49.2. The Vendor/Contractor, shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors or 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 his agent.

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

51. CHANGES - SERVICE CONTRACTS:

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

52. 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 or 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 in the event of such an emergency.

53. EQUIPMENT LIST: Bidders shall submit with the bid a listing of all equipment which Bidders will use in the performance of this contract, including 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.

55. SPECIAL TERMS AND CONDITIONS:

55.1 GENERAL:

- 55.1.1 These Contract provisions shall apply to all work performed on the Contract by the Consultant's own organization and with the assistance of workers under the Consultant's immediate supervision and to all work performed on the Contract by piecework, station work, or by subcontract.
- 55.1.2 Except as otherwise provided for in each section, the Consultant shall insert in each subcontract all of the stipulations contained in these required contract provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The required contract provisions shall not be incorporated by reference in any case. The prime Consultant shall be responsible for compliance of any subcontractor or lower tier subcontractor with these required contract provisions.
- 55.1.3 A breach of any of the stipulations contained in these required contract provisions shall be sufficient grounds for termination of the contract.
- 55.1.4 A breach of the following clauses of the required contract provisions may also be grounds for debarment as provided in 29 CFR 5.12:
- 55.1.4.1 Section I, paragraph 2;
 - 55.1.4.2 Section IV, paragraphs 1, 2, 3, 4, and 7;
 - 55.1.4.3 Section V, paragraphs 1 and 2a through 2g.
- 55.1.5 Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these required contract provisions shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its subcontractors) and the contracting agency, the DOL, or the Consultant's employees or their representatives.
- 55.1.6 **Selection of Labor:** During the performance of this Contract, the Consultant shall not:
- 55.1.6.1 discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - 55.1.6.2 employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

- 55.2 FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS:** In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, consultants, suppliers, and workers on federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each federal-aid highway project (23 CFR 635) in 1 or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY
PROJECTS**

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any state or territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be

performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

55.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

55.3.1 Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts - 49 CFR 29)

- 55.3.1.1** By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 55.3.1.2** The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 55.3.1.3** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 55.3.1.4** The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 55.3.1.5** The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 55.3.1.6** The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 55.3.1.7** The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

55.3.1.8 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

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

Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had 1 or more public transactions (Federal, State or local) terminated for cause or default.

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

* * * * *

1. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the

Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

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

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

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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BUY AMERICA:

Contractor shall comply in all respects with 6-5.2 Source of Supply - Steel (Federal-Aid Contracts Only): For

Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product beginning with the initial melting, mixing, and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing, and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$(actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

DISADVANTAGED BUSINESS ENTERPRISE (DBE):

- 53.1. **Policy and Obligation:** FDOT has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. FDOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, FDOT has signed an assurance that it will comply with 49 CFR Part 26. FDOT currently has a race-neutral program with an 9.91% goal. Race-neutral means that FDOT will not be assigning individual goals on each project.
- 53.2. **DBE Availability Goal Percentage:** The Florida Department of Transportation has an overall nine point nine one percent (9.91%) race-neutral DBE goal. This means that the State's goal is to spend at least 9.91% of the highway dollars with Certified DBE's as prime Contractors or as subcontractors. Race-neutral means that the Department believes that the 9.91% overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this project and assigned a DBE availability goal of (8.60%) percent for this project. Although not a contract -requirement, the Department believes that this DBE percentage can realistically be achieved on this project based on the number of DBE's associated with the different types of work that will be required.
- 53.2.1. Under 49 Code of Federal Regulations Part 26, if the 9.91% goal is not achieved, the Department may be required to return to a race-conscious program where goals are imposed on individual contracts. The Department and County encourage all of our Contractors to actively pursue obtaining bids and quotes from Certified DBE's.
- 53.3. Hernando County will follow and comply with the FDOT's DBE Program Plan as follows:
- 53.3.1. It is the policy of FDOT that DBE's, as defined in 49 C.F.R. Part 26, have an equal opportunity to receive and participate in the performance of contracts financed in whole or in part with federally assisted funds. The DBE requirements of applicable federal and state laws and regulations apply to this project. Hernando County and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this project. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. Hernando County and its contractors and subcontractors shall not discriminate on the basis of race, color,

national origin or sex in the award and performance of contracts, entered pursuant to this project.

- 53.3.2. Hernando County agrees that each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
- 53.3.2.1. "The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."
- 53.3.3. Special Provision for DBE Contracts is reflected below:
- 53.3.3.1. General. Prior to award of the contract, have an approved DBE Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan and commitment to carry out the Plan must be incorporated into and become part of the awarded contract. Failure to keep these commitments will be deemed noncompliance with these specifications and a breach of the contract. Take all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises, as defined in 49 C.F.R. Part 26, have the opportunity to participate in, compete for, and perform subcontracts. Do not discriminate on the basis of age, race, color, religion, national origin, sex, or disability in the award and performance of this contract.
- 53.3.3.2. Plan Requirements. Rule Chapter 14-78.005, Florida Administrative Code, requires a DBE Affirmative Action Plan to be approved and on file for each prime Contractor. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. Prior to award, have an approved plan filed with the Equal Opportunity Office. The DBE Affirmative Action Plan must be on your company's letterhead, signed by a company official, dated and contain all elements of an effective DBE Affirmative Action Plan. Find additional information in Section IX, Attachment 26. Include the following in the DBE Affirmative Action Program Plan: A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The policy making body must issue a policy statement signed by the chairperson, which expresses its commitment to utilize DBEs, outlines the various levels of responsibility, and states the objectives of the program. Circulate the policy statement throughout the Contractor's organization. The designation of a Liaison Officer with the contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that the DBEs are provided an equitable opportunity to participate in contracts let by the Department. Use techniques to facilitate DBE participation in contracting activities such as:
- 53.3.3.2.1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.

- 53.3.3.2.2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
- 53.3.3.2.3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual, where appropriate.
- 53.3.3.2.4. Encouraging eligible DBEs to apply for certification. Use DBE's certified under the Florida Unified Certification Program Directory:
<http://www.dot.state.fl.us/equalopportunityoffice/> and
<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>
- 53.3.3.2.5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification.
- 53.3.3.3. **DBE Records and Reports.** The Florida Department of Transportation, Equal Opportunity Office has been charged with requirements of reporting Disadvantaged Business Enterprise Information to the U.S. Department of Transportation, Federal Highway Administration (FHWA) according to the new 49 Code of Federal Regulations Part 26. The Equal Opportunity Compliance (EOC) System was developed to collect, review and report DBE commitments, payments and the bidder opportunity lists. For more information on obtaining access to the system and guidance to the system please refer to the following website:
<http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtml> and complete Attachment 24 if awarded this bid.
- 53.3.3.4. **DBE Record Keeping:** Develop a record keeping system to monitor DBE affirmative action efforts, which include the following:
- 53.3.3.4.1. The procedures adopted to comply with these specifications;
- 53.3.3.4.2. The number of subordinated contracts on Department projects awarded to DBEs;
- 53.3.3.4.3. The dollar value of the contracts awarded to DBEs;
- 53.3.3.4.4. The percentage of the dollar value of all subordinated contracts awarded to DBEs as a percentage of the total contract amount.
- 53.3.3.4.5. A description of the general categories of contracts awarded to DBEs; and
- 53.3.3.4.6. The specific efforts employed to identify and award contracts to DBEs.
- 53.3.3.4.7. Upon request, provide the records to the Department for review. All such records are required to be maintained for a period of five years following acceptance of final payment and available for inspection by the County, Department and the Federal Highway Administration.
- 53.3.3.5. **DBE Supportive Services Providers:** The Department of Transportation provides supportive services to DBE's conducting business or seeking to conduct business. Supportive Services are those activities and services that are designed to contribute to the growth and eventual self-sufficiency of DBE's so that they may achieve proficiency in competing for contracts and subcontracts. To obtain information at FDOT using link provided.
<http://www.dot.state.fl.us/equalopportunityoffice/serviceproviders.shtml>

No work shall be performed by convict labor at the work site or within the limits of any Federal-aid highway project from the time of the award of the contract or the start of work on force account until final acceptance of the work by the County unless it is labor performed by convicts who are on parole, supervised release, or probation.

Civil Rights:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance grant funds.

SECTION V: SCOPE AND SPECIFICATIONS

54. **CONFLICTING TERMS WITH SECTION V:** In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) and any of the terms of Section V, the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) shall control.
55. **SCOPE OF WORK:** The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the removal of debris generated as a result of damage sustained due to a disaster (natural or otherwise) occurring in Hernando County, as described in the specifications below. The resulting contract will be activated in the event of a disaster.

56. TECHNICAL SPECIFICATIONS:

- 56.1. GENERAL:** This statement of work describes and defines the services which are required for the execution of disaster-related emergency debris cut and toss and removal from Federal Aid Highway segments, state, local and private roadways within Hernando County.
- 56.1.1.** Cut and toss is defined as cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all lanes.
- 56.1.2.** "First Pass" is defined as the initial removing of all debris on the affected roadways from within the rights-of-way as directed and authorized by the County or their designated representative.
- 56.1.3.** While this contract scope provides for debris removal work off the county road system and/or on private roads, any work off the county road system must be authorized by the County and coordinated with the appropriate jurisdiction.
- 56.1.4.** The Vendor/Contractor shall provide all equipment, supplies, and personnel necessary to complete the services described herein and any other services required to complete the project. Activities include, but are not limited to, field operations; emergency roadway clearance; debris pickup, hauling and removing; staging and reduction; temporary debris storage site management; removal of vessels, trailers, and vehicles and overall debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations.
- 56.1.5.** Roads will be assigned by the County and direction given to the Vendor/Contractor for roads and limits for which the Vendor/Contractor will be responsible for within Hernando County or municipality.
- 56.1.6.** Roadway segments will be assigned or unassigned to the Vendor/Contractor at the direction of the Debris Removal Project Manager at no additional cost to the County. The County, at its sole discretion and at anytime, may elect to perform work with in-house forces or additional contract forces.
- 56.1.7.** Provide proper documentation to the County as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the County from the appropriate federal agency.
- 56.1.8.** The Vendor/Contractor shall be responsible for determining what permits are necessary to perform under this contract and obtain all permits necessary to complete all work herein. Copies of all permits shall be submitted to the County prior to commencement of work under any Task Order.
- 56.1.9.** The County will not provide price adjustments for cost increases or decreases in the price of fuel.
- 56.1.10.** The prime contractor is required to perform at least 30% of the work with its own forces.
- 56.1.11.** The Florida Department of Transportation's Specifications for Road and Bridge Construction and other applicable County Design Indexes and Construction Standards are made part of this contract by reference and are applicable when bidding on and when performing work under this contract. In cases of discrepancy between this scope and the specifications, the scope will take precedence.
- 56.1.12.** Upon execution of this agreement, the Vendor/Contractor will supply to the County a letter, from a surety authorized to do business in the State of Florida, verifying the Vendor/Contractor is bondable in the State of Florida.
- 56.1.13.** The work will begin upon written authorization by the County. No guarantee of minimum or maximum amounts per bid item is made by the County under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities.
- 56.1.14.** In the event that the disaster impacts another municipality within the County (i.e. City of Brooksville), the terms and conditions of this contract shall apply to work in the affected municipality, with the concurrence of both parties.

- 56.1.15. Media Interaction:** The Vendor/Contractor, including all sub-contractors, shall not provide any information to the media without the expressed written permission of the County's Debris Project Manager or Public Information Officer. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the Public Information Officer. The Vendor/Contractor will ensure this guidance is disseminated to all employees and sub-contractors on the project.
- 56.1.16. Cadaver Recovery and Identification:**
- 56.1.16.1.** Cadaver recovery and identification may be required during response operations. Crews will strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members. The following guidelines will be followed while working in ALL areas and/or sectors in which cadaver recovery is necessary.
- 56.1.16.2.** Each crew leader is responsible for watching the debris pile and identifying any potential human remains. The crew leader will immediately stop work in the area and notify law enforcement and the Contract Manager immediately if they believe they have identified human remains. The crew will remain at the site until released by the authority having jurisdiction.
- 56.1.16.3.** All crews are forbidden from discussing the location, status, composition, sex, and especially name of the deceased. Any individual found to be passing this information on about what they have seen will be *immediately* dismissed from the job. Proper next of kin notification procedures will be conducted by the responsible authority.

56.2. DEFINITIONS:

- 56.2.1.** First Push: The "first push" is the initial operation to clear the roadway, which includes cut and toss operations to push debris out of the traveled way. Subsequent operations to push debris from the roadway will not be eligible for ER program reimbursement. It needs to be understood that if circumstances regarding mobility arise that do not allow immediate first push operations on the roadway, such as downed power lines, that a secondary clean-up of the initial debris in the ROW is still considered first push.
- 56.2.2.** First Pass: The "first pass" is the initial operation to collect and remove debris pushed aside during the first push operations and the debris may be located within the cut and fill slopes, drainage ditches, and clear zone. The first pass is meant to be accomplished as one continuous operation on the same section of the roadway before relocating the clean-up operation team to the next section or site.
- 56.2.2.1.** All debris (vegetative and non-vegetative) within the eligible clearing limits must be collected during the first pass operation. Once debris from such roadway segments or locations has been initially cleared, subsequent efforts to clear and remove debris from those same areas are not considered ER eligible expenses, regardless of the date or time in which the material was collected. FHWA allows different types of debris (vegetative, white goods, etc.) to be picked up over a period of a few days, but it should not extend over several weeks. Vegetative and non-vegetative debris are not required to be on the same vehicles, but they are to be removed within the same time period for the first pass operation for that section of roadway. The FHWA District Transportation Engineer will make the final determination on this issue.

- 56.2.2.2.** FHWA recognizes that Hazardous Materials (HazMat) operations might be required as a separate operation. The FHWA Transportation Engineer will make the final determination on this issue.

56.3. SERVICES TO BE PROVIDED BY THE VENDOR/CONTRACTOR:

56.3.1. Pre-event Planning:

- 56.3.1.1.** The Vendor/Contractor may be required to provide up to two (2) representatives to participate in County directed disaster recovery planning, training and/or exercises, one (1) to (2) days each year, at no cost to the County.
- 56.3.1.2.** The Vendor/Contractor shall provide pre-event planning services to assist the County in identifying a sufficient number of potentially suitable Debris Management Site (DMS) (i.e. Temporary Debris Staging and Reduction Site (TDSRS)) throughout the County for suitable and efficient debris removal operations for the first seven (7) calendar days of debris removal operations after Notice to Proceed.

56.3.2. Field Operations: The Vendor/Contractor will provide all equipment, labor and materials necessary to perform the following listed services in accordance with all applicable federal, state and local rules, regulations and laws. All services shall be performed in the presence of County personnel or their designated representative:

- 56.3.2.1.** The Vendor/Contractor shall, within six (6) hours of notification by the County's Contract Manager (or designee) have a representative on site at the County's Emergency Operations Center to coordinate the initial cut and toss response operations.
- 56.3.2.2.** To ensure that the cut and toss can begin as soon as the event passes, cut and toss crews are to mobilize to the County prior to the event. The Vendor/Contractor shall, within twenty-four (24) hours of the original notification by the County (or designee), provide a minimum of three (3) cut and toss crews at a location agreed upon with the County. Additional crews may be requested if necessary.
- 56.3.2.3.** Perform cut and toss for clearing of the pavement area of the roadways as directed. Cut and toss services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two (2) feet beyond the curb and gutter section or to a point two (2) feet beyond the edge of pavement (i.e. two (2) feet beyond the paved shoulder or edge of turn lane(s) whichever is further) and vertical clearance of sixteen (16) feet as needed. Every effort shall be made to push debris into areas where no utilities are present.
- 56.3.2.4.** In accordance with FEMA guidance, time and materials work for clearance will only be for seventy (70) hours of actual time worked unless otherwise authorized by the County.
- 56.3.2.5.** The Vendor/Contractor shall, within twenty four (24) hours of the original notification by the County (or designee), mobilize a minimum of three (3) debris removal crews to the area for "first pass" and subsequent passes. The work associated with "first pass" and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; removing stumps; leaning trees and dangerous hanging limbs; removing debris from drainage structures and ditches; picking up and loading vegetative and Hazardous Materials; hauling materials to a Debris Management Site (DMS); volume reduction at the DMS; and final hauling to an appropriate legal disposal site (landfill, recycling facility, or "waste to energy" facility.) The Vendor/Contractor must provide documentation that final disposition of debris is completed in a DEP authorized manner. These crews shall

- not be committed to more than one cut and toss and or debris removal contract for the County at any point in time.
- 56.3.2.6. Attend planning meetings and submit reports as requested by the County.
- 56.3.2.7. Provide Maintenance of Traffic (MOT) at all times in accordance with current FDOT Standards, to include off duty law enforcement as needed. Compensation for MOT will be included in costs for loading and hauling of debris as noted in the Bid Form.
- 56.3.2.8. Comply with the County regarding restrictions of work hours (school zones, peak hours, residential zones)
- 56.3.2.9. Ensure all Vendor/Contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- 56.3.2.10. Coordinate with utility companies, as required, to permit safe removal of debris and to prevent blockage of critical utility devices.
- 56.3.2.11. Provide rapid response crews to respond to hazardous debris conditions the same day as directed by the County or its representatives. Provide a certified technician for the handling of all hazardous material (i.e. Freon).
- 56.3.2.12. Private property work of any type shall not commence without written authorization from the County and FEMA's Federal Coordinating Officer (assigned to that area) and shall be in accordance with FHWA and FEMA guidelines (refer to FEMA's Guideline for private property debris removal, DAP9523.13). If written authorization is provided, ensure the proper Right of Entry form and indemnification certification from the property owner is obtained prior to commencing work.
- 56.3.2.13. Any debris removal work for other clients shall be kept separate from the County's debris removal operations.
- 56.3.2.14. All trucks must be mechanically loaded and all loads must be covered.
- 56.3.2.15. All loading equipment shall have rubber tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove the load debris. The Vendor/Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.
- 56.3.2.16. The Vendor/Contractor shall repair any damage caused by the Vendor/Contractor's equipment in a timely manner at no expense to the County.
- 56.3.2.17. The Vendor/Contractor shall take digital photos of any damages caused by his operations and provide digital copies to the County and Owner.
- 56.3.2.18. Once road priorities are established by the County or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No assigned streets should be bypassed based on quantity of debris alone, unless directed by the County or its designated representative.
- 56.3.2.19. Remove/extract hazardous stumps: Removal of hazardous stumps shall commence only when authorization has been given by the County or designated representative. Stump removal operations shall be in accordance with FHWA and FEMA guidelines. Stumps measuring twenty-four inch (24") in diameter or greater and authorized for removal by the County or its representative will be compensated at the "each" price, and includes removal, disposal and backfilling of hole. Free standing stumps on the rights-of-way, and removal/extrication of hazardous stumps less than twenty-four inch (24") will be compensated as normal debris. Hazardous stumps shall be kept separate from other vegetative debris. Fill any holes left by removed trees or stumps. The cost of borrow required for fill will be

- included in the cost of bid items. The type of borrow material used must be approved by the County.
- 56.3.2.20.** Remove hazardous hanging limbs: Removal of hazardous hanging limbs shall commence only when authorization has been given by the County or designated representative. Limbs, still hanging in a tree, are considered hazardous if they measure greater than two inch (2") in diameter and threaten a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, etc.) and are located on improved public property. All hazardous limbs in a tree should be cut at the same time the work is being conducted in that sector. Limbs shall be cut at the closest main branch junction. Compensation will be per tree and includes all costs of disposal. Hazardous limbs shall be kept separate from other vegetative debris.
- 56.3.2.21.** Remove hazardous leaning trees: Removal of leaning trees shall commence only when authorization has been given by the County or designated representative. A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six (6) inches or greater at 4.5 feet; and one or more of the following criteria are met:
- It has more than fifty percent (50%) of the crown damaged or destroyed;
 - It has a split trunk or broken branches that expose the heartwood;
 - It has fallen or been uprooted within a public-use area; and / or
 - It is leaning at an angle greater than thirty (30) degrees.
 - Damaged trees and exposed roots are to be removed to ground level. Compensation for hazardous trees will be per tree including all costs of disposal. Hazardous trees shall be kept separate from other vegetative debris.
 - Compensation for leaning trees less than six (6) inches in diameter at 4.5 feet, which are not an immediate hazard, shall be cut at ground level. Compensation for the cut portion will be per the normal debris rate.
- 57.2.2.22** For Trees, Limbs, and Stumps provide services and documentation according to and in compliance with FEMA publication 9580.204.
- 57.2.2.23** Vacuum inlets and sweep curb and gutter sections as directed by the County or its designated representatives.
- 57.2.2.24** Remove and dispose of white goods. White goods include washing machines, clothes dryers, dehumidifiers, dishwashers, gas and electric stoves, refrigerators, freezers, air conditioners and water heaters or coolers. The Vendor/Contractor shall ensure that white goods are collected separately, cleaned and processed to remove putrescent debris inside and all oils, solvents, and refrigerants are removed. Refrigerant removal shall be completed by a certified technician.
- 57.2.2.25** Remove and dispose of Household Hazardous (HHW) waste. HHW includes anything containing volatile chemicals that catch fire, react, or explode under certain circumstances or that are corrosive or toxic such as aerosol cans, paint, stains, varnishes, solvents, petroleum or pesticide products. Compensation will be per cubic yard which will be lined in accordance with Florida County of Environmental Protection (FDEP) and Environmental Protection Agency (EPA) disposal facility. The Vendor/Contractor will ensure that the chain-of-custody is maintained throughout the collection, handling, transport, and disposal of HHW. Compensation includes disposal.
- 57.2.2.26** Remove and dispose of electronic waste. Electronic waste, or e-waste, includes electronics that contain hazardous materials such as cathode

- ray tubes, such as computer monitors and televisions. The Vendor/Contractor shall ensure that e-waste is removed intact and properly segregated.
- 57.2.2.27** Remove vessels and vehicles from County Right-Of-Way and property that block public access and critical facilities as directed by the County. The Vendor/Contractor shall store vehicles and vessels in an area where they are secured and protected. The aggregate area shall be designated by the Vendor/Contractor and must be approved by the County. Compensation shall include handling, hauling, storage and disposal.
- 57.2.2.28** Remove and dispose of Putrescent Debris as directed by the County of designated representative. Putrescent Debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. Compensation will be per the actual weight removed.
- 57.2.2.29** Perform screening of sand deposited on the rights-of-way, as directed by the County. After screening, the sand shall be taken to a staging area as close to the original location as possible until final disposal or reuse has been determined and eligible storm debris will be hauled to a DMS or ultimate disposal site.
- 57.2.2.30** Sand contaminated with any hazardous wastes shall be properly segregated and proper security precautions shall be followed in accordance with applicable federal, state and local rules, regulations and laws. The County reserves the right to utilize the District Hazardous Materials Response contract for disposal of contaminated sand. Sand screening operations shall be done in accordance with all federal, state, and local rules and regulations. This will not include any beach restoration of any kind.
- 57.2.2.31** Sand screening crews must be composed of an appropriate mechanized screener, loader, and necessary labor to adequately load and operate screener. Hand screening will not be allowed.

57.2.3 Staging/Reduction:

- 57.2.3.1** Secure the necessary permits for the DMS's for any non-county approved sites from the appropriate regulatory agencies; prepare and manage the DMS's and when operations are complete, return all DMS's to their original condition to the satisfaction of the County and the regulatory agencies. Perform any testing required or requested by the regulatory agencies to ensure DMS's have not been contaminated.
- 57.2.3.2** The County has identified DMS locations within County that the Vendor/Contractor may use based on availability. County approval is required prior to opening any DMS for operation.
- 57.2.3.3** Should it become necessary for multiple contractors to utilize the same DMS, the County will assign the contractor with the lowest bid for DMS management, to manage and operate the DMS.
- 57.2.3.4** DMS Management activities include, but are not limited to:
- 57.2.3.4.1** secure the DMS to ensure no unauthorized or illegal dumping can occur at the site;
 - 57.2.3.4.2** provide necessary electricity, water, and sanitary facilities;
 - 57.2.3.4.3** control the ingress/egress, drainage, dust and erosion on site;
 - 57.2.3.4.4** maintain all access roads;
 - 57.2.3.4.5** provide monitoring towers as needed;
 - 57.2.3.4.6** provide, operate and maintain equipment for debris reduction and segregation at the DMS;
 - 57.2.3.4.7** maintain segregation of debris (vegetative vs. non-vegetative).

- 57.2.3.5** Provide a means for the County or their designated representative to measure and certify all trucks. All DMS's shall be equipped with at least one tower from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the DMS. Towers will be constructed per the County's specifications and anchored into the ground. Each tower will contain a fire extinguisher and a first aid kit.
- 57.2.3.6** Reduction of debris will commence within seven (7) days, and hauling out of reduced debris for final disposal shall commence within three (3) weeks after accepting loads at any DMS.
- 57.2.3.7** Whenever possible, reduce vegetative debris via:
- 57.2.3.7.1** Grinding;
 - 57.2.3.7.2** Air Curtain Incineration (Ensure proper authorization is obtained);
 - 57.2.3.7.3** Open Burning;
 - 57.2.3.7.4** Compacting;
 - 57.2.3.7.5** Recycling;
- 57.2.3.8** Reduce and dispose of any vegetative debris hauled to the DMS's by the County crews, and as directed by the County, other government agencies and contractors that are supporting the County debris operations. This debris will be kept separate from other vegetative reductions to ensure that only the reduction and haul out fees will be compensated for.
- 57.2.3.9** Reductions from FEMA eligible hazardous stumps, leaning trees, and hanging limbs that are hauled at the each price will be kept separate from other vegetative reductions. This will ensure that only the tipping fees will be compensated for above and beyond the unit price.
- 57.2.3.10** Remove, recover and process oxygen depleting Freon/refrigerants; mercury or compressor oils from any white goods, such as refrigerators, freezers or air conditioners, at the final disposal site. Proper disposal must be documented.
- 57.2.3.11** Hazardous Waste shall be properly segregated and proper security precautions shall be followed using certified technicians. Proper disposal must be documented.
- 57.2.3.12** Vessels, trailers, and vehicles removed from right-of-way shall be stored in a secured area designated by the Vendor/Contractor and approved by the County. Depending on the ownership, the vehicles can be returned, salvaged, or destroyed.
- 57.2.3.13** Ensure vehicles and vessels are processed to remove all minerals and fluids before processing or destruction.
- 57.2.3.14** Whenever possible, all debris will be recycled, and proceeds given to the County to offset future Vendor/Contractor invoices. Documentation of all debris recycling proceeds received by the Vendor/Contractor will be maintained in a format approved by the County and provided with each invoice submittal. The Vendor/Contractor shall make a line-item adjustment to each invoice submitted which reflects the Vendor/Contractors proceeds from recycling. Common recyclable materials are metals; soil and concrete, asphalt and masonry debris.
- 57.2.4 Administration and Paperwork:**
- 57.2.4.1** With each invoice submitted for payment include a certification Disbursement of previous periodic payment to subcontractors (form 700-010-38) and the amount paid to all subcontractors performing work under this contract to date. Vendor/Contractor shall submit invoices regularly for no more than thirty (30) calendar day periods.
 - 57.2.4.2** The Vendor/Contractor shall be responsible for the preparation of all invoices in an electronic format acceptable to the County and in

accordance with federal, state and local rules, regulations and laws. Invoices shall include original receipts and all backup necessary to support the quantities and amounts invoiced.

- 57.2.4.3** All changes to the contract shall be made in writing and approved by both parties as stipulated in 44 CFR 13.36. The Vendor/Contractor shall be responsible for implementing any approved changes to this scope based on modifications of specific guidance to federal/state debris removal policies.

57.3 SERVICE TO BE PROVIDED BY COUNTY OR ITS DESIGNATED REPRESENTATIVE:

57.3.4 Field Operations:

- 57.3.4.1** Identify and evaluate the scope of the post-disaster debris problem.
- 57.3.4.2** Provide inspection for all Vendor/Contractor operations.
- 57.3.4.3** Provide field inspectors in sufficient numbers to adequately monitor all field operations. One (1) inspector will be assigned to every Vendor/Contractor crew, unless otherwise authorized by the County.
- 57.3.4.4** Identify and prioritize the removal from state, local and private roadways authorized by the County and rights-of-way (primary and secondary roads) within Hernando County. Prioritization of debris cut and toss and debris removal will be based on a "sector approach" (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone, unless directed by the County.
- 57.3.4.5** Ensure no pickup of unauthorized debris by the contractor and his subcontractors unless directed by the County.
- 57.3.4.6** Verify that all field crews are outfitted with required safety gear. Vendor/Contractor is responsible for its crews' safety.
- 57.3.4.7** Conduct safety meetings with field staff, as necessary.
- 57.3.4.8** Provide guidance regarding restrictions of work hours (school zones, peak hours, residential zones).

57.3.5 Staging/Reduction:

- 57.3.5.1** Identify potential staging areas for debris stockpiling and reduction. There is no guarantee as to availability or suitability.
- 57.3.5.2** Provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- 57.3.5.3** Certify capacities of all Vendor/Contractor equipment and maintain these records – randomly checking these capacities throughout the operations.

57.3.6 Administration and Paperwork:

- 57.3.6.1** Debris load tickets will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements.
- 57.3.6.2** The County may utilize electronic debris monitoring; this will limit the number of copies of debris tickets provided in the field.
- 57.3.6.3** Spreadsheet format for invoices will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements. The County shall be responsible for obtaining all necessary documentation from the Vendor/Contractor and subsequently submitting to FHWA and/or FEMA when requesting reimbursements.
- 57.3.6.4** Schedule and facilitate planning meetings with the Vendor/Contractor.

57.4 PAYMENT:

- 57.4.1 Payment, less applicable retainage as described below, will be made in accordance with the rates shown on the Bid Form. Such payment will be full and complete payment for all work performed as required per the Contract. Bid prices shall include all direct costs for performing the work as well as all indirect costs including, but not limited to, administrative costs, food and lodging; all overheads and profits, except for travel to another County as set forth below. The retainage will be paid to the Vendor/Contractor upon satisfactory completion of the entire project, including site restoration.
- 57.4.2 Loads shall be recorded using traditional cubic yards and/or tons. Payment will be based on rates as provided in the Bid Form.
- 57.4.3 The Vendor/Contractor may be paid for mobilization of cut and toss crews within the County as set forth in the Bid Form, if requested, and the impact of a disaster does not materialize. This will be a no bid item and the amount will be established by the County.
- 57.4.4 Payment for management of the DMS will be based on the quantity of debris hauled into the DMS.
- 57.4.5 A lump sum retainage of three percent (3%) for each invoice will be held from the total invoice of work performed at the staging areas until the staging area is restored to its original condition or as otherwise mutually agreed. The lump sum amount will be withheld from the first invoice submitted. The contractor may post a bond in lieu of such retainage. However, the bond(s) must be posted prior to work beginning at the DMS.
- 57.4.6 If mutually agreed, the Vendor/Contractor may be requested to perform work for another municipality within the County affected by the disaster. In that event, the Vendor/Contractor will be paid for that work in accordance with this contract directly by the municipality.

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

**SECTION VI: BID FORM
ITB # 14-T00120 EMERGENCY DEBRIS REMOVAL**

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.

PHASE I -- CUT AND TOSS OF DEBRIS FROM ROADWAY

ITEM NO.	DESCRIPTION	UNITS	ORIGNATION POINT	MEASURE	UNIT PRICE
*	Pre-position fee -- per crew, per day (Do Not Bid)	Per Crew/Per Day (PCPD)	N/A	N/A	
*Pay parameters will be determined prior to mobilization call-up and will commence when Vendor/Contractors crews arrive at site.					
1	<ul style="list-style-type: none"> o Two (2) Chainsaw Operators with Chainsaws o Appropriate Rubber Tire Equipment (including operator) o Supervisor with vehicle 	Per Hour (PH)	N/A	N/A	No Charge

PHASE II -- COLLECTION, HAULING TO STAGING SITE AND REDUCTION

ITEM NO.	DESCRIPTION	UNITS	ORIGNATION POINT	CRITERIA	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	Loading and Hauling Vegetative Debris (Price to include MOT)	Cubic Yard (CY)	From ROW to DMS or Directly to Final Disposal	N/A	465,048	10.00	4,650,480.00
2	Debris Management Site (DMS) Management (to include preparation; management; segregating at site and restoration of Department supplied site)	CY of debris hauled into the DMS	N/A	N/A	932,164	.50	466,082.00
3	Debris Management Site (DMS) (provided by the Contractor after 7 days Notice to Proceed)	Each Site	N/A	N/A	5	1,000.00	5,000.00
4	Reduction of Vegetative Debris	CY	N/A	Grinding	699,123	.50	349,561.50
				Air Curtain Incineration	46,608	.25	11,652.00
				Open Burning	27,965	.30	8,389.50
				Compacting	9,322	.10	932.20

Grubbs Emergency Services, LLC

Company Name

Authorized Signature

SECTION VI: BID FORM Continued
ITB # 14-T00120 EMERGENCY DEBRIS REMOVAL

PHASE II - COLLECTION, HAULING TO STAGING SITE AND REDUCTION (Continued)

ITEM NO.	DESCRIPTION	UNITS	ORIGINATION POINT	CRITERIA	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
5	Stump Removal (Price to include removal, disposal and backfilling costs)	Each Stump	From ROW	24" - 48"	2,300	100.00	230,000.00
6	Removal of eligible hanging Limbs > 2" (Price to include cost of disposal)	Tree	From ROW	> 48"	650	150.00	97,500.00
7	Removal of Leaning Trees > 6" @ 4.5' above the ground (Price to include cost of disposal)	Tree	From ROW	> 2" inches	650	35.00	22,750.00
8	Loading and Hauling C&D Debris to a DMS (Price to include MOT)	CY	From ROW	6" - < 12"	200	40.00	8,000.00
9	Loading and Hauling C&D Debris to a final disposal site (Price to include MOT)	CY	From ROW	12" - < 24"	550	45.00	24,750.00
10	Sweeping Curb and Gutter	Curb Mile	From ROW	24" - < 36"	550	50.00	27,500.00
11	Vacuum Inlets	Each	From ROW	> 36"	200	75.00	15,000.00
12	White Goods Hauling and Final Recycling / Disposal	Each	From ROW	N/A	23,654	10.00	236,540.00
13	Removal and Disposal of oxygen depleting Freon/refrigerants, mercury or compressor oils from White Good	Each	From ROW	N/A	149,146	10.00	1,491,460.00
14	Hazardous Household Waste (HHW) removal and disposal	Pound	From DMS	N/A	23,254	10.00	232,540.00
15	Removal of Electronic Waste	Each	N/A	N/A	35	No Charge	No Charge
16	Removal of trailers and vehicles (Price to include handling, hauling, storage and disposal)	Each Vehicle (Cars, trucks, Tractor trailers)	N/A	N/A	35	No Charge	No Charge
			From ROW	N/A	100	10.00	1,000.00
			From DMS	N/A	150	10.00	1,500.00
			At DMS	N/A	150	10.00	1,500.00
			From ROW	N/A	30	10.00	300.00
			From DMS	N/A	15	10.00	150.00
			From ROW	N/A	250	10.00	2,500.00
			From ROW	N/A	340	50.00	17,000.00

Grubbs Emergency Services, LLC

Company Name

Authorized Signature

SECTION VI: BID FORM Continued
ITB # 14-T00120 EMERGENCY DEBRIS REMOVAL

PHASE II – COLLECTION, HAULING TO STAGING SITE AND REDUCTION (Continued)

ITEM NO.	DESCRIPTION	UNITS	ORIGINATION POINT	CRITERIA	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
17	Removal of Vessels (Price to include handling, hauling, storage and disposal)	Per Linear Foot	From ROW	< 30 feet	41	10.00	410.00
				> 30 feet	2	10.00	20.00
18	Removal of Putrescent Debris, debris that will decompose or rot (animal carcasses and organic fleshy matter)	Per Pound (weight @ removal)	From ROW to final disposal	N/A	500	5.00	2,500.00
19	Sand Screening	Hour	N/A	N/A	400	1.00	400.00
20	Loading and Hauling Sand, Soil, Silt and Sediment	CY	From ROW	N/A	30,000	1.00	30,000.00
			From DMS	N/A	25,000	1.00	25,000.00

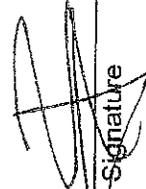
PHASE III – LOADING OF REDUCED MATERIAL AND FINAL DISPOSAL

ITEM NO.	DESCRIPTION	UNITS	ORIGINATION POINT	CRITERIA	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	Loading and Hauling Reduced Debris for Vegetative and C&D Only (Price to include MOT)	CY	From DMS to final disposal	N/A	637,448	3.00	1,912,344.00
2	Disposal / Tipping Fees	Actual Costs	N/A	N/A	N/A	N/A	N/A

* If a pay item is left blank or N/A is used, the bid shall be declared irregular and the County may reject the bid (with the exception of item #22). Rates shall include all overhead, operating margin and other expenses, such as food and lodging if required. Only the rates shown shall be paid by the County. Payment will be made based on actual units of work performed as approved by the County.

TOTAL BASE BID: \$9,869,964.70

Grubbs Emergency Services, LLC
 Company Name


 Authorized Signature

**SECTION VI: BID FORM Continued
ITB # 14-T00120 EMERGENCY DEBRIS REMOVAL**

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

Grubbs Emergency Services, LLC

COMPANY NAME

Po Box 468

AUTHORIZED SIGNATURE



MAILING ADDRESS

Aripeka, FL 34679

CITY, STATE, ZIP CODE

352-796-7127

352-797-7598

paula@grubbses.com

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

John G Grubbs

Managing Member

CONTACT PERSON

TITLE

Inquires regarding this Invitation for bid may be directed to Tara Bohnsack, Purchasing Agent, at telephone number 352-754-4020 or email purchasing@hernandocounty.us.

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

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 1

STATEMENT OF NO BID

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

**Hernando County
Purchasing Department
20 N. Main Street, Room 365
Brooksville, Fla. 34601**

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

Reason:

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

Remarks:

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

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____ TITLE: _____

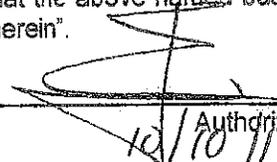
SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 2

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (2011), hereby certify that,
(print or type name of firm) Grubbs Emergency Services, LLC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or 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 or 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".
-



 Authorized Signature

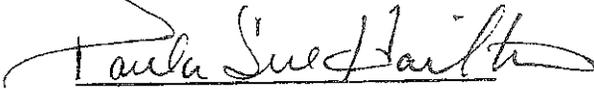
 Date Signed

State of: Florida

County of: Pasco

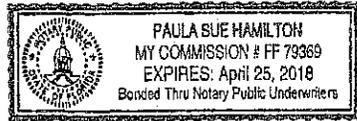
Sworn to and subscribed before me this 10 day of October, 2014

Personally known or Produced Identification _____
(Specify Type of Identification)



 Signature of Notary

My Commission Expires: April 25, 2018



This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 3

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

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

John G Grubbs, * being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County BCC 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.

Affiant



STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 10 day of October, 2014

by John G grubbs, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public: Paula Sue Hamilton
My Commission Expires: April 25, 2018



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

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 4

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES (2011), IN PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to

County of Hernando

by John G Grubbs Managing Member
[print individual's name and title]

for Grubbs Emergency Services, LLC
[print name of entity submitting sworn statement]

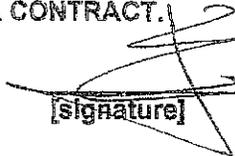
whose business address is 16533 US Hwy 19 Hudson, FL 34667

(if applicable) its Federal Employer Identification Number (FEIN) is 32-0383464
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (2011), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (2011), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (2011), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (2011), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

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


 [signature] 10/10/14
[date]

STATE OF FLORIDA

COUNTY OF Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority

John G Grubbs who, after first being

[Name of Individual Signing] sworn by me, affixed his signature in the space provided above on this

10 day of October 2014

NOTARY PUBLIC

My commission expires: April 25, 2018



This document must be completed and returned with your Submittal.

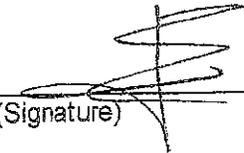
SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 5

AUTHORIZED SIGNATURES/NEGOTIATORS

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

Name	Title	Phone #
John G Grubbs	Managing Member	352-796-7127
Torrence Hunt	Managing Member	352-796-7127
Michael Cannon	Managing Member	352-796-7127



 (Signature)

 Managing Member

 (Title)

 Grubbs Emergency Services, LLC

 (Name of Business)

The Vendor/Contractor shall complete and submit the following information with the bid or proposal:

Type of Organization

Sole Proprietorship Partnership
 Joint Venture Corporation

State of Incorporation: Florida
Federal I.D. is 32-3383464

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 6

VENDOR/CONTRACTOR INFORMATION

In addition to General conditions, your BID/PROPOSAL may be disqualified if the following vendor/contractor information is not returned with your BID/PROPOSAL.

Vendor/Contractor is:

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

Federal Employer Identification Number: 32-0383464

Do you collect Florida State Sales Tax? () Yes () No

Firm Name: Grubbs Emergency Services, LLC

Mailing Address: Po Box 468, Aripeka FL 34879

Telephone No. 352-796-7127 Fax No. 352-797-7596

Email Address: paula@grubbses.com Web Address: www.grubbses.com

Commodity or Service Supply: Disaster Debris Management and Removal Services

If vendor/contractor is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the vendor/contractor, so indicate.

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

Firm Name: _____

Mailing Address: _____

Submitted by: _____

Name & Title Printed: John G Grubbs Managing Member

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 7

HERNANDO COUNTY

E-VERIFY CERTIFICATION

Bid/Contract No: 14-T00120/TKB

Financial Project No(s): _____

Project Description: Emergency Debris Removal

Vendor/Contractor acknowledges and agrees to the following:

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

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

Company/Firm: Grubbs Emergency Services, LLC

Authorized Signature: _____

Print Name: John G. Grubbs

Title: Managing Member

Date: _____

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 8

REFERENCES

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

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

FIRM NAME AND ADDRESS	CONTACT PERSON	TELEPHONE/FAX NUMBERS
<u>Pasco County</u>	<u>Annette Doying</u>	<u>727-897-8127</u>
<u>8744 Government Dr. Building A</u>	EMAIL ADDRESS	<u>adoying@pascocountyfl.net</u>
<u>New Port Richey, FL 34654</u>		

Contract Date(s): 2011 Tropical Storm Debbie Floods

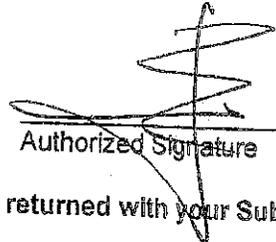
FIRM NAME AND ADDRESS	CONTACT PERSON	TELEPHONE/FAX NUMBERS
<u>City of New Port Richey</u>	<u>Robert Rivera</u>	<u>727-841-4856</u>
<u>6132 Pine Hill Rd.</u>	EMAIL ADDRESS	<u>riverar@cityofnewportrichey.org</u>
<u>Port Richey, FL 34668</u>		

Contract Date(s): 2011 Tropical Storm Debbie Mulch Haul 2012

FIRM NAME AND ADDRESS	CONTACT PERSON	TELEPHONE/FAX NUMBERS
<u>ECC</u>	<u>Barbara Growney</u>	<u>908-595-1777</u>
<u>110 Fieldcrest Ave. STE 31 2nd Fl.</u>	EMAIL ADDRESS	<u>bgrowney@ecc.net</u>
<u>Edison NJ 08837</u>		

Contract Date(s): Superstorm Sandy 2012

Grubbs Emergency Services, LLC
Company Name



 Authorized Signature

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 9

EQUIPMENT LISTING

Bidders shall indicate below a complete listing of all equipment said Bidders will use in the performance of this contract, including rolling stock, loaders, tractors, mowers and any other specialized equipment. INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY. Failure to complete and return this section may render Bidder's proposal non-responsive.

<u>DESCRIPTION</u>	<u>COMPANY-OWNED?</u>	
Dump Truck 16-20 CY	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Dump Truck 21-30 CY	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Skid Steer	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Fuel/Service Trucks	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Water Trucks	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Low Boys Truck	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Bucket Trucks	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Self-Loading Knuckle Boom Trucks	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Loader Track	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Loader Tire	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Loader Knuckle boom	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Power Screen	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Tub Grinder	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Air Burner	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Mobile Command Unit	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO Please see attached list

Grubbs Emergency Services, LLC
BIDDER'S COMPANY NAME
 Po Box 468
MAILING ADDRESS
 Aperia, FL 34679
CITY, STATE AND ZIP CODE

John G Grubbs Managing Member
CONTACT PERSON (Name) (Title)
 352-796-7127 352-797-7598 paula@grubbses.com
TELEPHONE # -- FAX# - EMAIL ADDRESS

This document must be completed and returned with your Submittal.

EQUIPMENT INVENTORY

Grubbs Emergency Services has an extensive equipment list which includes trucks, loaders, dozers, backhoes, track hoes, graders and specialized equipments such as tub grinders, mobile office trailers, fork lifts, air burners, etc. Please reference equipment list below for available machinery. Grubbs Emergency Services, LLC also maintains multiple "just in time" rental agreements with numerous equipment rental firms (e.g. SunBelt, Nations Rent, and RSC) across the country to ensure adequate resources are available when a storm or other disaster-related event occurs. Additionally, we have contracts in place with our subcontractors to supplement the inventory listed below.



EQUIPMENT	GES Equipment (6 Hour)	Immediate Contract Support (24 Hour)	Subcontracted / Leased (24-96 Hour)	TOTAL
GROUP I - TRUCKS				
Dump Truck 16-20 CY	9	104	314	427
Dump Truck 21-30 CY	5	112	308	425
Dump Truck 31-80 CY	0	136	285	421
Dump Truck 80-100 CY	0	24	78	102
Skid Steer	3	12	200	215
Fuel/Service Trucks	3	8	12	23
Water Trucks	3	2	8	13
Low Boys	3	8	17	28
Flat Bed	2	3	22	27
Bucket Trucks	2	4	215	230
Self-Loading Knuckle boom	10	15	800	825
GROUP II - LOADERS				
Track	4	10	200	214
Tire	23	25	200	258
Knuckle boom	1	2	150	153
GROUP V - TRACKHOES				
Track hoes	25	12	100	122

GROUP VI - GRADERS / SCRAPERS				
Graders	6	12	50	68
Scrapers	10	10	18	38
GROUP VII - SPECIALIZED				
Power Screen	2	2	8	12
Tub Grinder	1	4	50	55
Air Burner	2	3	25	30
Mobile Office Trailers	2	2	50	54
Tractor / Farm Type	2	18	36	56
Sweepers	2	6	16	24
Chippers	2	12	42	56
Fork Lifts	1	As Required	As Required	
GROUP VIII - BOATS				
Weed Harvester	1	1	3	5
Transporter	1	1	3	5
Flats Boat	2	1	3	6

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 10

ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. 1 Dated October 10, 2014

Addendum No. 2 Dated October 13, 2014

Addendum No. 3 Dated October 20, 2014

Addendum No. _____ Dated _____

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

Grubbs Emergency Services, LLC
Company Name


Authorized Signature

This document must be completed and returned with your Submittal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Killingsworth Agency 19259 Cortez Blvd. P. O. Box 1750 Brooksville FL 34605-1750		CONTACT NAME: Danielle Healis PHONE (A/C No. Ext): (352) 796-1451 FAX (A/C No.): (352) 799-5986 E-MAIL ADDRESS:	
INSURED Grubbs Emergency Services LLC P.O. Box 468 Aripeka FL 34679		INSURER(S) AFFORDING COVERAGE INSURER A: Seneca Specialty Insurance Co INSURER B: American States Ins. Co. INSURER C: United Specialty INSURER D: Allstate Insurance Co. INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CI1431322472

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BAG10108292	2/10/2014	2/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		01CI72544310	10/3/2013	10/3/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			USA4039233	2/28/2014	2/28/2015
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Contractors Equipment		648613000	3/25/2014	3/25/2015	\$250,000 Scheduled Items \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Limits shown are those in effect at policy inception date.

CERTIFICATE HOLDER**CANCELLATION**

Sample	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE D Healis/DANIEL <i>Danielle H. Healis</i>

ACORD 25 (2010/05)

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INS025 (201005) 01

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

Date
3/11/2014

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																				
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																				
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence \$ Aggregate \$																				
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2014	01/01/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">WC Statutory Limits</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td>E.L. Each Accident</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>E.L. Disease - Ea Employee</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>E.L. Disease - Policy Limits</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC Statutory Limits	<input type="checkbox"/>	OTH-ER		E.L. Each Accident				\$1,000,000	E.L. Disease - Ea Employee				\$1,000,000	E.L. Disease - Policy Limits				\$1,000,000
<input checked="" type="checkbox"/>	WC Statutory Limits	<input type="checkbox"/>	OTH-ER																							
E.L. Each Accident				\$1,000,000																						
E.L. Disease - Ea Employee				\$1,000,000																						
E.L. Disease - Policy Limits				\$1,000,000																						
Other		Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616																								

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Client ID: 82-65-070
Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in FL.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.
Project Name:
 FAX: 727 853-5003 / ISSUE 06-07-10 (CF) Reissued 12/10/12 (SH) / Reissued 12/9/13 (SH) / REISSUE 03-11-14 (TD)

CERTIFICATE HOLDER <div style="font-size: 2em; font-weight: bold; text-align: center;">Sample</div>	CANCELLATION Begin Date 4/26/2010 Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. <div style="text-align: right; margin-top: 10px;"> </div>
---	---

State of Florida

Department of State

I certify from the records of this office that GRUBBS EMERGENCY SERVICES, LLC, is a limited liability company organized under the laws of the State of Florida, filed on July 27, 2012.

The document number of this company is L12000097669.

I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on January 29, 2014, and its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2014*



Ken Detzner
Secretary of State

Authentication ID: CC7610120264

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

<https://efile.sunbiz.org/certauthver.html>

ADDENDUM NO. 1

TO
THE CONTRACT DOCUMENTS
FOR

EMERGENCY DEBRIS REMOVAL

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 14-T00120/KB

PROPOSALS DUE: OCTOBER 29, 2014

NOTICE

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

TO ALL PLAN HOLDERS:

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

A. BID OPENING

1. The Bid Opening date has been changed to October 29, 2014 @ 3:00pm.

B. SECTION II - SOLICITATION INSTRUCTIONS

1. TIMETABLE (Revised):

Date of Distribution:	<u>September 17, 2014</u>
Mandatory Pre-Bid/Site Visit:	<u>N/A</u>
Last Date of Inquiries:	<u>September 30, 2014</u>
Bids Due:	<u>October 15, 2014</u> <u>October 29, 2014 @ 3:00pm</u>

C. QUESTIONS AND ANSWERS

1. Question: Section 31; p. 11 – Fiscal Non-funding: a plain reading of this implies that if the County does not budget for emergency debris removal; then the contract is terminated at the end of the "current" fiscal period. If a debris removal project spanned a budget cycle, I presume the County would be responsible for payment of all work prior to the end of the fiscal period. Is that right?

Answer: Paragraph 31 is hereby deleted.

2. Question: Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal: a. Will the lowest extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing?

Answer: Award and Pricing will be evaluated on the lowest, responsive, responsible bidders.

3. Question: Section 48.1-2 on page 20 of the RFP states that the "awarded Vendor/Contractor's performance deposit will be returned upon receipt and acceptance of a 100% performance bond and a 100% payment bond.... The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of contract awarded as a result of this bid within ten (10) calendar days..."

Does this mean the bonds will be required within 10 days of award? If so, this stipulation creates an unnecessary hard cost for the bond premium for a contract that may not be activated. Can this RFP be modified to state that a Performance and Payment Bond will be furnished upon activation of the contract?

Answer: Please see change to Paragraph 48 reflected below.

3. Question: Page 17 of 53, at 41.2.7; as stipulated in the insurance requirements for this item it states that if the box is not checked and initialed by the Chief Procurement Officer, the specified insurance is required. In this instance, the box is checked but not initialed. I assume this is an oversight but please clarify if the insurance specified is required.

Answer: Builder's Risk Insurance is not required.

B. SECTION IV - SPECIAL CONDITIONS

1. Paragraph 48 - Bid Bond/Performance Bond and Payment Bond is hereby amended to read:

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

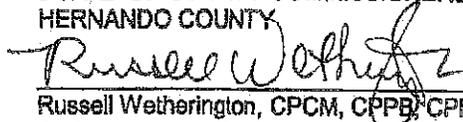
48.2 The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of contract awarded as a result of this bid within ~~ten (10) calendar days~~ twenty-four (24) hours of notification of intent to activate, and for the payment of all persons performing labor and/or furnishing material in connection therewith. The Surety of such bond shall be in an amount equal to the bid. The Surety shall be responsible for any liquidated damages assessed because of failure to complete this contract. The Surety shall also be responsible for any increases or extensions to the contract. The attorney-in-fact who signs the bond must send with the bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the awarded Vendor/Contractor begin work until he/she has supplied the County a Performance Bond and Payment Bond.


 Acknowledged John G. Grubbs

Grubbs Emergency Services, LLC

Issued: October 10, 2014

BOARD OF COUNTY COMMISSIONERS
 HERNANDO COUNTY


 Russell Wetherington, CPCM, CPPB/CPM
 Assistant County Administrator-General Services
 Chief Procurement Officer

ADDENDUM NO. 2

TO
THE CONTRACT DOCUMENTS
FOR

EMERGENCY DEBRIS REMOVAL

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 14-T00120/KB

PROPOSALS DUE: OCTOBER 29, 2014

NOTICE

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

TO ALL PLAN HOLDERS:

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

C. QUESTIONS AND ANSWERS

1. Question: Must tipping fees be included as part of our unit prices? Or is it allowable to note on the pricing sheet that tipping fees will be negotiated at the time of the event and will be charged at cost (with no mark up) to County?

Answer: No value is needed, these will be "actual" costs.

2. Question: Section 57.2.3.9; p.36 – This requirement makes the leaner, hanger, stumps operations unusually and unnecessarily constraining. This requirement may prove difficult for space constraints within the TDMS, affect what and when equipment can operate for reduction in the TDMS. FEMA 325 and associated guidance recognizes an operational procedure to drop leaners and hangers at the ROW and treat the removal, reduction and final disposal in the Vegetative unit rate. Per FEMA guidance, the stump conversion chart is useful to convert stump size to a CY unit rate for assignment of cost for reduction. Woody, vegetative reduced material for leaner, hanger, stump then encompassed within the final disposal unit rate.

Will you be changing the Solicitation to reflect current federal guidance (FHWA MAP-21) and the operational, contractual and administrative changes it causes?

Answer: This process may be a bit harder operationally, but it helps assure that only eligible hazards are removed and that the pre-approval process for leaners, hangers, and stumps being removed is followed.

3. Question: Does the County have any pre-identified DMS locations? If so, can they please be provided? Or is the contractor solely responsible for securing up to five (5) DMS locations as specified in the bid?

Answer: Yes, see 57.2.3.2. The County does have a pre-identified DMS at the Northwest Solid Waste Facility US 98. Additional TDSRs Locations: Ernie Weaver Park, 19510 & 19473 Youth Drive, Brooksville 28 35' 29.5"N, 82 24' 30.2"W. Ridge Manor Park, 34030 Ridge Manor Blvd., 28 30' 50.6"N, 82 11' 1.2"W. Anderson Snow Park, Spring Hill 28 27' 30.1"N, 82 29' 5.2"W.

4. Question: Final note - the Sandy Recovery Improvement Act of 2013 provides County incentive for rapid debris removal by allowing the applicant (County) to receive higher FEMA reimbursement rates for work done within 30 days; another rate for the next 60 day period and the "normal" 75/25 rate beyond the 90 day period. A low bid contract does not support incentivizing the contractor to meet these enhanced FEMA reimbursement rates. A qualitative purchasing process (RFP) consistent with Federal purchasing guidelines affords the County to evaluate the quality of a company's service delivery as well as price in contractor selection.

Will you alter the Solicitation to a RFP process, consistent with FEMA 325, OMB circular A-87, and the Florida purchasing code?

Answer: While the SRIA does provide financial incentives for rapid debris removal, we must always work under the assumption that there will be no federal disaster declaration and, therefore, no federal funding. Under that premise, the lowest price will be in the best interest of Hernando County.

5. Question: Page 7 of 53, at 13.2; as a minimum qualification section 13.2 states that the respondent shall show proof of ownership or long term lease for the items listed in items 13.2.1 through 13.2.5. Even though our company owns over \$20,000,000.00 of equipment, we only own 5 grapple trucks and 5-20 cubic yard dump trucks. We meet the other equipment requirements. However, the disaster debris industry is a spot market industry and disasters don't happen every day. As a matter of fact, there has not been a land falling hurricane in Florida in the last 9 years. It is not prudent for contractor's to keep equipment that will not be used.

Would it not be a better evaluation to review financial statements or lines of credit of the respondents to determine those who have the capital or credit to make the necessary purchases to meet this minimum cadre? Additionally, no contractor owns the amount of equipment it takes to facilitate a large scale debris operation. A vast majority of the work is typically subcontracted and/or equipment is rented or leased at the time of the event. Would the County consider putting more value on projects completed and references as a minimum qualification other than equipment requirements that can be very ambiguous?

Answer: It is understood that no one single organization may have ownership of every single piece of equipment needed. The County will take all information provided by each bidder into consideration. This goes to the capability and experience.

6. Question: In regards to pricing for Phase II-Collection, Hauling to Staging Site and Reduction; the DMS locations are not identified and there is no way to determine haul distances absent that information. Can the County consider including mileage increments (0-15, 15.1-30 miles, etc.) to allow the contractor to better price these items? Otherwise, the costs will be un-necessarily inflated to cover the risk of an unknown haul distance.

Also for Phase III-Loading of Reduced Material and Final Disposal; can the same consideration, in regards to mileage increments, be given to these line items? Final disposal locations can't, typically, be identified until the time of an event and mileage increments allows us to properly price the transportation of the material regardless of the distance. Also, vegetative and C&D materials will not necessarily be going to the same facility and should be separated in the pricing.

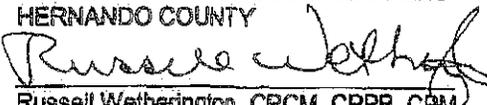
Answer: Yes, see 57.2.3.2. The County does have a pre-identified DMS at the Northwest Solid Waste Facility US 98. Additional TDSRs Locations: Ernie Weaver Park, 19510 & 19473 Youth Drive, Brooksville 28 35' 29.5"N, 82 24' 30.2"W. Ridge Manor Park, 34030 Ridge Manor Blvd., 28 30' 50.6"N, 82 11' 1.2"W. Anderson Snow Park, Spring Hill 28 27' 30.1"N, 82 28' 5.2"W.


 Acknowledged on: 3 Grubbs

Grubbs Emergency Services, LLC

Issued: October 13, 2014

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ITB-TB-14-T00120/TKB - 14-T00120/TKB Emergency Debris Removal

Addendum 3**Original Solicitation Information**

Document Title: 14-T00120/TKB Emergency Debris Removal

Document Number: ITB-TB-14-T00120/TKB

Original Deadline: 10/15/2014 prior to 3:00 PM E.D.T.

Original Question Due Date: 09/30/2014 05:00 PM E.D.T.

Purchasing Agent: Ms Tara Bohnsack

Addendum 3 Detail

Date Issued: 10/20/2014

New Deadline for Responses: No

Cancelling Solicitation: No

New Question Due Date: No

Pre-Bid Meeting Changed: Not Applicable

Details: Attachment "A" to Addendum 1 was attached in error. Attachment "A" - Cost Proposal shall not be submitted with the bid. The Bid Form attached to the original bid document is required with your firms response to this solicitation.

Attachments:

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