

PC: 10-0044

**ADVERTISEMENT OF BID - #10-0044/kcb**

**TERM CONTRACT FOR TREE REMOVAL SERVICES**

NOTICE IS HEREBY GIVEN that the Hernando County Board of County Commissioners will open sealed bids at **3:00 P.M., LOCAL TIME, WEDNESDAY, MARCH 17, 2010** in the Hernando County Purchasing and Contracts Department Conference Room #361, 20 N. Main Street, Brooksville, Florida, for a twenty-four month term contract, with renewal clause, for:

**TREE REMOVAL SERVICES**

Sealed bid offers in (two) copies for furnishing the afore-stated work will be received and accepted by the Hernando County Clerk of Circuit Court, 20 North Main Street, Room 131, Brooksville, Florida 34601-2800, until the above stipulated date and time for opening of sealed bids. For all hand-delivered bids, the Clerk's Office is open, on normal workdays, between the hours of 8:00 A.M. and 5:00 P.M.

Copies of the Bid Documents are on file and available for inspection by prospective bidders at the **Hernando County Purchasing and Contracts Department, 20 N. Main Street, Room #365, Brooksville, Florida, 34601-2828, Telephone Number (352) 754-4020** or on our website: [www.hernandocounty.us](http://www.hernandocounty.us) (Current Public Bids).

**\*\*The Purchasing and Contracts Department will post addenda on the County's website at [www.hernandocounty.us](http://www.hernandocounty.us). Public Bids. It is the responsibility of prospective bidders to visit the County's website prior to submitting a bid to ensure that they are aware of all addenda issued relative to this solicitation.\*\***

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

**HERNANDO COUNTY BOARD OF  
COUNTY COMMISSIONERS**



**James D. Gantt, C.P.M., CPPO  
Purchasing and Contracts Director**

**PUBLISH: FEBRUARY 19, 2010**

## SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>C10-0044/KCB</b>	DATE ISSUED: <b>February 19, 2010</b>	REQUISITION NO: <b>N/A</b>	CONTRACT NO: <b>C10-0044</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA</b>  John Druzbeck, Chairman Rose Rocco, Vice Chairman James Adkins, Second Vice Chairman Jeff Stabins David Russell		SUBMIT BID OFFER TO: <b>CLERK OF THE CIRCUIT COURT 20 NORTH MAIN STREET, ROOM 131 BROOKSVILLE, FL 34601-2800</b>  Karen Nicolai 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. ON March 17, 2010**. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE OFFERS WILL BE PUBLICLY OPENED IN THE PURCHASING & CONTRACTS CONFERENCE ROOM 361, HERNANDO COUNTY GOVERNMENT CENTER AT **3:00 P.M. ON THE SAME DATE.**

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	<b>TWENTY-FOUR (24) MONTH TERM CONTRACT, WITH RENEWAL CLAUSE, FOR TREE REMOVAL SERVICES.</b>  SUBMIT PRICES ON BID FORM, PAGE 13. SUBMIT EQUIPMENT LIST, page 12  Cell Phone Number: _____ Email Address: _____  PLEASE SUBMIT TWO ORIGINAL DOCUMENTS  (SEE ATTACHED SPECIFICATIONS & DELIVERY SCHEDULE)	XXXX	XXXXX	XXXXXXXXX	XXXXXXXXXX

RECEIVED  
CENTRAL PURCHASING  
10 FEB 17 AM 10:38

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
 BY *[Signature]* 2/11/10  
 County Attorney's Office

## 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 **60 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

BIDDERS COMPANY NAME, ADDRESS AND PHONE NUMBER	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
	BIDDER'S SIGNATURE	OFFER DATE

## AWARD

(TO BE COMPLETED BY COUNTY)

ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO:  <b>HERNANDO COUNTY PURCHASING and CONTRACTS DEPARTMENT 20 NORTH MAIN STREET, ROOM 265 BROOKSVILLE, FL 34601-2828</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

## SOLICITATION INSTRUCTIONS AND CONDITIONS

1. The term COUNTY used herein refers to the Board of County Commissioners, Hernando County, or its duly authorized representative.
2. The term BIDDER used herein refers to the dealer manufacturer business organization submitting a bid to the COUNTY in response to this solicitation.
3. The term VENDOR used herein refers to a bidder awarded a contract by the Board of County Commissioners for the furnishing of goods or services to the COUNTY.
4. BIDDERS are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No plea 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 for varying the requirements of the COUNTY or the compensation to the BIDDER.
5. No material, labor or facilities will be furnished by the COUNTY unless specifically stated.
6. The BIDDER hereby attests and agrees by affixing his signature to this proposal that: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making or considering the making of a bid for the same items or service and is all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
7. The BIDDER warrants that the prices of the items set forth herein do not exceed those charged by the BIDDER to any other customer purchasing the same item in like or comparable quantities.
8. The BIDDER warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida or any of its agencies.
9. 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.
10. 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.
11. Bids shall be submitted in sealed envelopes addressed as noted on the front page of this solicitation. The name and address of the BIDDER, the date and hour of the bid opening and the goods or service bid on shall be placed on the outside of the envelope. Bids not properly identified may be rejected. **No responsibility will attach to Hernando County, the Clerk of the 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.**
12. 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 provisions, attached to a bid shall render it irregular and may cause its rejection.
13. 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 Service, any courier system, or any other occurrence.
14. Bids and modifications received after the time set for the receipt of sealed bids will not be considered. **Such bids will be returned unopened.**
15. Modifications in writing received prior to the time set for the receipt of sealed bids will be accepted. Such modifications must be submitted in a sealed envelope and marked accordingly.
16. Bids must be submitted on and in the forms specified. Telegraphic or facsimile bids will not be considered.
17. A bidder may withdraw his proposal provided the request is made in writing and delivered either in person or by priority mail to Hernando County Central Purchasing Department, 20 N. Main Street, Room 265, Brooksville, Florida 34601-2828, not less than one (1) hour prior to the time set for opening of bids. **Bids may not be withdrawn after the time noted above and for the period of time after the opening of bids as stated in the terms, conditions and specifications of this solicitation.**
18. The COUNTY reserves the privilege of auditing a vendor's records, by a representative of the COUNTY, as such records relate to purchases between the COUNTY and said vendor. Such records include, but not limited to: all books, records, and memoranda of every description, pertaining to work under contract and further, the COUNTY reserves the right to reproduce any of the aforementioned documents.
19. The contract shall be awarded to that responsible BIDDER whose offer will be most advantageous to the COUNTY, price and other factors considered.
20. The COUNTY may accept any separate item or group of items of any offer, unless the BIDDER qualifies his offer by specific limitations or the specific terms and conditions included herein indicate that bids will be accepted on an all or nothing basis.
21. The COUNTY reserves the right to reject any or all offers and to waive informalities and irregularities in offers received, in accordance with the Hernando County Purchasing Ordinance.
22. Inspection and acceptance of the supplies/services purchased herein will be accomplished at the designated delivery point by a duly authorized representative of the COUNTY.
23. **Any and all Terms, Conditions and/or Specifications which vary from the Solicitation Instructions and Conditions shall have precedence.**

**IF A TABULATION OF BIDS IS DESIRED, ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID. PLEASE NOTE: TABULATIONS WILL BE AVAILABLE ON THE COUNTY'S WEBSITE ([www.hernandocounty.us](http://www.hernandocounty.us)) WITHIN 24 TO 48 HOURS AFTER BID OPENING.**

**TERMS, CONDITIONS AND SPECIFICATIONS**  
**(Term Contract for Services/Supplies)**

1. **GENERAL:**

- a. It is the intent of this solicitation to obtain bids for furnishing **TREE REMOVAL SERVICES** to the Board of County Commissioners, Hernando County, Florida. Said services to be furnished in accordance with the contract resulting from this solicitation shall be completely suitable for the operational use of the Code Enforcement Department and other County departments needing the services contracted herein.
- b. The successful BIDDER agrees to extend its bid price(s), contract terms and conditions to other municipalities, or governmental agencies/entities within Hernando County throughout the term of the resulting contract.
- c. The contract documents shall consist of all parts as attached hereto, any addenda, and if required, the completed and executed Hernando County Term Contract Agreement.

2. **CONTRACT PERIOD:**

- a. The Contract resulting from this Solicitation shall be a Term Contract for the time period specified herein. During the specified time period, the COUNTY may order services as the requirements generate and the Vendor will deliver the services ordered. *It is understood that the COUNTY is not obligated to purchase any specific amount of services under this agreement.*
- b. The period of the Contract shall extend for twenty-four (24) months from the date of Award.
- c. The Contract may be extended, by mutual agreement, for one additional twelve (12) month period up to a cumulative total of thirty-six (36) months. The COUNTY will notify the Vendor, 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 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.** *Verification of these increases shall be furnished to the COUNTY upon request. Any upward price adjustment approved by the COUNTY shall impose upon the Vendor the requirement to advise and extend to the COUNTY price reductions when costs similarly decrease.*
- d. Either party may cancel this Contract, in whole or in part, by giving forty-five (45) days prior notice in writing. However, the Vendor shall not be authorized to exercise this cancellation option during the first 180 days of the Contract.
- e. Fiscal Non-Funding Clause - In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

**TERMS, CONDITIONS AND SPECIFICATIONS**  
**(Term Contract for Services/Supplies)**

3. **BID PRICE:**

- a. The bid price(s) shall remain firm during the period of the Contract.
- b. Prices shall be quoted on a per unit cost basis (per tree) specified by size. Prices shall be inclusive of all labor, equipment and materials to accomplish the specific scope of services as noted on the bid form.
- c. BIDDER hereby certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. Further, the BIDDER hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the BIDDER.

4. **SPECIFICATIONS/DESCRIPTION OF SERVICES:**

- a. See page 11 for COUNTY required specifications/requirements.
- b. Any deviations from the terms, conditions and specifications listed herein must be clearly indicated; otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful BIDDER will be held responsible.
- c. **Actual number of trees to be removed is not known.** The following historical information is presented for consideration:

<b>Date</b>	<b># of Trees</b>	<b>Time Period</b>	<b>Total \$</b>
2009	5 trees	(October – September)	\$ 1,800.00
2008	4 trees	(October – September)	\$ 1,500.00
2007	15 trees	(August – December)	\$ 5,200.00

**The quantities indicated above are Historical.** They are not to be construed as the minimum or maximum quantities that the County is obligated or limited to contract.

**Please note: Hurricane season causes more citizens to be aware of dead trees. Hurricane season is from June through November.**

- d. The COUNTY reserves the right to expand this quantity and to include other departments within the COUNTY that may have a requirement for this service.
- e. If in the event it is in the best interest of the COUNTY to have a tree removal project accomplished by another party for any reason, the COUNTY reserves the right to do so. This action will not waive or void any of the terms and conditions in this Contract.

**TERMS, CONDITIONS AND SPECIFICATIONS**  
**(Term Contract for Services/Supplies)**

**5. BID EVALUATION AND AWARD:**

- a. 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.
- b. BIDDERS shall submit at least three (3) references of customers, firms, organizations and/or governmental entities for which tree removal projects have been performed within the last two (2) years or bid shall be considered non-responsive.

<u>FIRM NAME</u>	<u>CONTACT</u>	<u>TELEPHONE/FAX</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- c. BIDDERS must submit a listing of all equipment said BIDDER will utilize in the prosecution of a contract resulting from this solicitation. (See page 12.)
- d. The COUNTY intends to award this contract to the lowest, responsive and responsible BIDDER. The COUNTY, however, reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.
- e. 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 by drawing lots in a public meeting.
- f. The COUNTY shall be the sole judge as to the relative merits of the proposals received.
- g. 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.

**TERMS, CONDITIONS AND SPECIFICATIONS**  
**(Term Contract for Services/Supplies)**

6. **DELIVERY & ACCEPTANCE:**

- a. The COUNTY will order services by issuance of a Hernando County numbered Purchase Order. Each order will specify the scope of services required, the location, and the ***commencement and completion dates***.
- b. The work will be performed within the time frames noted on the Purchase Order or Service Request Form issued for the work and is routinely needed within 7-10 days.
- c. Receipt of services shall not constitute acceptance. ***Final acceptance and authorization for payment shall be given only after a thorough inspection indicates that the services delivered meet bid specifications and conditions.*** Should the services differ in any respect from the specifications, payment will be withheld until such time as the VENDOR takes necessary corrective action. If the proposed corrective action is not acceptable to the COUNTY, final acceptance of the services may be refused, in which case the COUNTY shall not be liable for payment for any portion thereof.
- d. **FINAL SITE INSPECTION** - Final inspection of each site by COUNTY staff will be performed within ten (10) days after receipt of the invoice which is required within five (5) working days from the completion of service. If the site is considered to meet all requirements, payment will be processed.

7. **NON-PERFORMANCE:**

- a. 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.
- b. In case of default, the COUNTY may procure the services from other sources and hold the VENDOR responsible for all costs occasioned there by and may immediately cancel the contract.

8. **TAXES:**

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

- a. Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8

This exemption does not apply to purchases of tangible personal property made by VENDORS who use the tangible personal property in the performance of contracts for improvements of COUNTY owned real property (Chapter 192 and 212, F.S. and the applicable rules of the Dept. of Revenue).

**TERMS, CONDITIONS AND SPECIFICATIONS**  
**(Term Contract for Services/Supplies)**

9. **SPECIAL PROVISIONS:**

- a. **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, on Public Entity Crimes. Prior to bid award, the recommended Vendor may be required to submit a sworn statement attesting to compliance with said statute.
- b. **PERMITS AND LICENSES** - The BIDDER agrees to secure all necessary licenses and permits prior to award and agrees to comply with all Federal and State laws, and COUNTY and Municipal Ordinances and Regulations in any manner affecting the work described in this solicitation. Bidders are required to be licensed as contractors with the Hernando County Building Department.
- c. **CLARIFICATION AND ADDENDUM** - If any BIDDER contemplating submitting a bid for this contract is in doubt as to the true meaning of the terms, conditions, specifications or other bid documents or any part thereof, he may submit to the Purchasing and Contracts Director, **on or before ten (10) calendar days** prior to the scheduled opening of bids, a request for clarification. (Also, see page 10, Important Notice.) All such requests for information and/or clarification shall be made in writing and the BIDDER submitting the request will be responsible for its prompt delivery. Any response for information and/or clarification on the part of the County will be written.

**If response to said information and/or clarification affects the essence of the bid, or is a materiel change to the Scope of Services, such response will be incorporated into an Addendum to be posted on the County's website at [www.hernandocounty.us](http://www.hernandocounty.us).**

**ADDENDA WILL BE POSTED ON THE COUNTY'S WEBSITE at [www.hernandocounty.us](http://www.hernandocounty.us), follow the link to "Public Bids". *It is the responsibility of prospective bidders to visit the County's website to insure that they are aware of all addenda issued relative to this solicitation.*** The COUNTY will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

Receipt of an addendum to this solicitation by an offeror must be acknowledged by signing and returning the addendum to the Clerk of Circuit Court, 20 North Main Street, Room 131, Brooksville, FL 34601-2800. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

10. **INDEMNITY, SAFETY AND INSURANCE PROVISIONS**

a. **INDEMNITY**

To the fullest extent permitted by law, the Vendor 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 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 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.



**TERMS, CONDITIONS AND SPECIFICATIONS**  
**(Term Contract for Services/Supplies)**

COMBINED SINGLE LIMIT (CSL).....	\$500,000
BODILY INJURY (Per Person).....	\$500,000
BODILY INJURY (Per Accident)\$.....	\$500,000
PROPERTY DAMAGE .....	\$500,000

NOTE: All limits stated above are minimum requirements.

- d. Each insurance policy shall include the following conditions by endorsement to the policy:
- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to the COUNTY by certified mail to: **HERNANDO COUNTY PURCHASING and CONTRACTS DEPARTMENT, 20 NORTH MAIN STREET, ROOM 365, BROOKSVILLE, FLORIDA 34601-2828**. Vendor shall also notify the COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Vendor from its insurer; and nothing contained herein shall absolve Vendor of this requirement to provide notice.
  - 2) Companies issuing the insurance policy, or policies, shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor.
  - 3) The term "COUNTY" or "HERNANDO COUNTY" shall include all Authorities, Boards, Bureaus, commissions, Divisions, Departments, and offices of the COUNTY and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of HERNANDO COUNTY.
  - 4) **HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (HCBCC)** shall be endorsed to the required policy or policies as an **additional named insured**.
  - 5) 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.
  - 6) Vendor hereby waives subrogation rights for loss or damage against the COUNTY.
- e. **The Vendor shall be required to provide to the COUNTY Certificates of Insurance prior to commencement of services.**
- f. BIDDERS may, at the COUNTY'S request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of Certificates of Insurance Coverage(s), prior to award of the Contract.

**TERMS, CONDITIONS AND SPECIFICATIONS**  
**(Term Contract for Services/Supplies)**

11. **PAYMENT:**

- a. Payment for services received will be accomplished by submission of an invoice, in duplicate, with Purchase Order Number or Release Order Number referenced thereon to:

**HERNANDO COUNTY PURCHASING and CONTRACTS DEPARTMENT**  
**20 NORTH MAIN STREET, ROOM 365**  
**BROOKSVILLE, FLORIDA 34601-2828**

Each statement shall give a detailed breakdown of the services delivered including but not limited to: date of service; address; number(s) of tree(s) if applicable.

- b. Purchase Order and invoice will be submitted to Finance Department. **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.

**IMPORTANT NOTICE**

**PLEASE IDENTIFY THE OUTSIDE OF THE ENVELOPE(S)/PACKAGE SUBMITTED AS “SEALED BID”. INCLUDE THE NAME OF THE SOLICITATION/BID, THE SOLICITATION/BID NUMBER, AND DATE AND TIME OF OPENING.**

(Address all inquiries in writing to Kathleen Buffum, Purchasing Agent, via fax at (352) 754-4199 or by email transmission to: [kbuffum@hernandocounty.us](mailto:kbuffum@hernandocounty.us).)

**Rest of page intentionally left blank.**

**TERMS, CONDITIONS AND SPECIFICATIONS**  
**PERFORMANCE SPECIFICATIONS**

1. **SCOPE OF WORK**

- a. The VENDOR shall supply all necessary labor, equipment, tools and materials required to perform the services as described herein, at the locations and within the parameters specified in a Release Order or Purchase Order.
- b. The VENDOR shall obtain all necessary permits and/or licenses required to perform the services as described herein, at the locations and within the parameters specified in a Release Order or Purchase Order.
- c. This solicitation is pursuant to Hernando County Ordinance Article V, Section 15-163 Prohibited Conditions.
- d. Work to be performed within 7-10 days of Work Order submitted to VENDOR.  
**NOTE:** *Work must be invoiced within FIVE (5) working days of completions.*

2. **SITE DESCRIPTION**

- a. The majority of the lots requiring tree removal are vacant. The remainder will generally have single-family homes on them.

3. **DISPOSAL REQUIREMENTS**

- a. VENDOR shall dispose of all tree debris at a County approved disposal facility (such as Landfill) and shall submit a copy of the weight slip with the invoice as proof of compliance.

4. **TREE REMOVAL REQUIREMENTS**

- a. Tree sizes are measured from the diameter at breast height (DBH) of the tree. VENDOR shall cut tree(s) level with ground and **remove** them from site.

5. **EQUIPMENT REQUIREMENTS**

- a. Equipment required to perform services must be in good repair and must be maintained during contract term. The County has the right to inspect equipment for conformity with specifications.
- b. ***A cell phone number and email address must be included on Cover Sheet of Bid.***

**NOTE:** Contractor must be registered in County's BuySpeed Online purchasing system to receive payment.

6. **SAFETY**

- a. The VENDOR is responsible for the provision of adequate and proper safety precautions in conjunction with all services provided under a contract resulting from this solicitation.

7. Questions must be submitted in writing to Kathleen Buffum, Purchasing Agent, via fax at (352) 754-4199 or by email transmission to: [kbuffum@hernandocounty.us](mailto:kbuffum@hernandocounty.us)

**TERMS, CONDITIONS AND SPECIFICATIONS**  
**PERFORMANCE SPECIFICATIONS**

**EQUIPMENT LIST**

Bidder must provide a complete list of equipment said Bidder will utilize in the performance of a contract resulting from this bid. **INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY.** Failure to complete and return this section may render Bidder's proposal non-responsive.

_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____
_____	YES ____ NO ____

\_\_\_\_\_  
BIDDER'S COMPANY NAME

**TERMS, CONDITIONS AND SPECIFICATIONS**  
**PERFORMANCE SPECIFICATIONS**

**BID FORM**

**TERM CONTRACT FOR TREE REMOVAL**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION OF SERVICES REQUIRED</u></b>	<b><u>UNIT PRICE</u></b>
1	COMPLETE TREE REMOVAL SERVICES (measured from DBH)	
	12" and under	\$ _____ per tree
	13" - 17"	\$ _____ per tree
	18" - 24" *	\$ _____ per tree
	25" thru 30" *	\$ _____ per tree
	31" thru 48" *	\$ _____ per tree
	<b>TOTAL</b>	\$ _____

\* **Note:** Obtain permit as necessary.

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**COMPANY NAME**

---

**MAILING ADDRESS**

---

**CITY, STATE, ZIP CODE**

---

**TELEPHONE NUMBER - FAX NUMBER - EMAIL ADDRESS**

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**CONTRACT PERSON - TITLE**

**NOTE: FAILURE TO SUBMIT BID ON THESE FORMS MAY BE CAUSE FOR REJECTION.**

## ATTACHMENT A

### Chapter 15 HEALTH AND SANITATION\*

#### ARTICLE V. PROPERTY MAINTENANCE\*

Sec. 15-163. Prohibited conditions; exemptions.

(a) Any accumulation of weed growth or grass excluding seed pods, to a height in excess of eighteen (18) inches high where such growth or accumulation increases the conditions leading to a haven or breeding place for snakes, rats, rodents or other vermin of like or similar character, or creates a breeding place for mosquitoes, creates a fire hazard to adjacent properties or adversely affects or impairs the economic welfare of adjacent properties or creates a hazard at road intersections or rights-of-way within the county shall be declared a public code violation and is hereby prohibited. Dead, decaying, or living trees that pose an actual threat of damage to the public, rights-of-way, utilities or adjacent property are hereby declared to be a public code violation. Said public code violations shall be unlawful in any unincorporated areas of the county. Prohibited conditions of this section shall apply to the various zoning districts in the following manner:

(1) The weed growth and the grass height provisions shall be applicable to tracts or parcels of land zoned commercial, industrial, or residential to the extent the accumulation of weed growth and grass height lies within one hundred (100) feet of any improved property.

(2) The weed growth and the grass height provisions shall not apply to parcels with natural vegetation which shall be defined as any parcel of land considered naturally vegetated if the parcel has not been cleared or mowed subsequent to January 17, 1984, except those lots mowed for the first time as a result of Ordinance 95-17.

(b) It shall be unlawful for any owner or occupant of property to permit or maintain, or for any person to cause, an accumulation of rubbish, waste, trash, or debris, decaying vegetative matter, exposed salvageable material or other manmade materials upon any lot, tract, or parcel of land where the effect of such accumulation is to cause or create:

- (1) An actual or potential haven or breeding place for snakes, rats, rodents or other vermin of like or similar character; or
- (2) An actual or potential breeding place for mosquitoes; or
- (3) A fire hazard to adjacent properties; or
- (4) An adverse effect on or impairment of the economic welfare of adjacent properties; or
- (5) A hazard to traffic at road intersections or rights-of-way within the county; or
- (6) A nuisance as defined by law, or other unsanitary condition; or
- (7) A visual nuisance or other unsightly condition visible from adjoining public or private property.

Provided however, that paragraphs (4) and (7) shall not apply to generally accepted horticultural, agricultural or environmental enhancement practices, including but not limited to use of decaying vegetative matter for composting, mulching, or habitat

creation, or to a reasonable and timely accomplished process of clearing and removing overgrown vegetation.

(c) For purposes of this section, "rubbish, waste, trash or debris" shall mean and include without limitation garbage, rubbish and refuse from residential, commercial, or industrial activities, including animal waste; kitchen and table food waste or other waste that is attendant with or results from the storage, preparation, cooking or handling of food material; paper, wood scraps, cardboard, cloth, glass, rubber, plastic; discarded vehicle tires or other vehicle or watercraft fixtures or parts; household goods and appliances; tools and equipment; and similar materials.

(d) Proof of adverse effect, impact or impairment to economic welfare shall not require expert opinion testimony or a showing of any specific decrease in property value and may be given by fact-based opinion of affected property owners or occupants or any other person generally knowledgeable concerning property in the area.

(Ord. No. 98-03, § III, 3-10-98; Ord. No. 2001-10, § 2, 7-24-01)