

SOLICITATION - OFFER - AWARD

SOLICITATION NO: C10-0070	DATE ISSUED: JULY 28, 2010	REQUISITION NO: N/A	CONTRACT NO: C10-0070
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Druzbeck, Chairman Rose Rocco, Vice Chairman James Adkins, Second Vice Chairman Jeff Stabins David Russell		SUBMIT BID OFFER TO: CLERK OF THE CIRCUIT COURT 20 NORTH MAIN STREET, ROOM 131 BROOKSVILLE, FL 34601-2800 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 AUGUST 18, 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	THIRTY-SIX (36) MONTH TERM CONTRACT, WITH RENEWAL CLAUSE, FOR GRINDING AND/OR MULCHING, AND PROCESSING OF YARD TRASH, LAND CLEARING DEBRIS AND WOOD WASTE DELIVERED TO HERNANDO COUNTY SOLID WASTE FACILITIES SUBMIT EQUIPMENT LIST, page 12 Cell Phone Number: _____ Email Address: _____ PLEASE SUBMIT TWO ORIGINAL DOCUMENTS <small>(SEE ATTACHED SPECIFICATIONS & DELIVERY SCHEDULE)</small>	40,000	CU. YD.	\$ _____	\$ _____

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)

REVIEWED FOR LEGAL SUFFICIENCY	BY:	DATE:
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY PURCHASING and CONTRACTS DEPARTMENT 20 NORTH MAIN STREET, ROOM 365 BROOKSVILLE, FL 34601-2828	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) WITHIN 24 TO 48 HOURS AFTER BID OPENING.

1. **GENERAL:**

- a. It is the intent of this solicitation to obtain bids for furnishing **THIRTY-SIX (36) MONTH TERM CONTRACT, WITH RENEWAL CLAUSE, FOR GRINDING AND/OR MULCHING, AND PROCESSING OF YARD TRASH, LAND CLEARING DEBRIS AND WOOD WASTE DELIVERED TO THE HERNANDO COUNTY SOLID WASTE FACILITIES** 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 Utilities Department, Solid Waste and Recycling.
- 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 and to governmental agencies/entities within the State of Florida with vendor approval 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 thirty-six (36) months from the date of Award.
- c. The Contract may be extended, by mutual agreement, for two (2) additional twelve (12) month periods up to a cumulative total of sixty (60) 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.

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 cubic yard). 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 cubic yards to be processed is estimated to be 40,000.
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.
- e. If in the event it is in the best interest of the COUNTY to have mulch processings 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.

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 mulch processing has 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.

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 four (4) hours of completion of services. The invoice 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).

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.

ADDENDA WILL BE POSTED ON THE COUNTY'S WEBSITE at 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.

b. **PROTECTION OF PERSONS AND PROPERTY**

- 1) The Vendor 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.
- 2) The Vendor 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 will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

c. **MINIMUM INSURANCE REQUIREMENTS**

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

- 1) **WORKERS' COMPENSATION:** As required by law:

STATE.....Statutory
 APPLICABLE FEDERAL....Statutory
 EMPLOYER'S LIABILITY..Minimum: \$100,000 each accident
 \$100,000 by disease
 \$100,000 aggregate by disease

- 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:**

GENERAL AGGREGATE.....\$1,000,000
 [Except Products-completed operations]
 PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$1,000,000
 PERSONAL/ADVERTISING INJURY\$1,000,000
 EACH OCCURRENCE.....\$1,000,000
 [Bodily Injury and Property Damage]

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

- 3) 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).....\$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.

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 J. Matt Perry, Chief Procurement Officer, via fax at (352) 754-4199 or by email transmission to: jenningsp@hernandocounty.us.

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TERMS, CONDITIONS AND SPECIFICATIONS
PERFORMANCE SPECIFICATIONS

12. SCOPE OF WORK HERNANDO COUNTY YARD WASTE MULCHING

a. Contractor will supply all equipment, labor, materials and transportation required and necessary for grinding and/or mulching, and processing of yard trash, land clearing debris and wood waste delivered to the Hernando County Solid Waste Facility.

Approximate annual volume of yard trash collected is thirteen thousand tons (13,000).

This is not a guarantee of this tonnage. Hernando County estimates three (3) to four (4) processing visits per year to keep the size of the yard waste pile manageable for fire safety concerns.

13. DEFINITIONS: For the purpose of this bid, the following terms, phrases, word and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory.

a. Hernando Processing Site: The approximate thirteen (13) acres at the Hernando Solid Waste Facility located at 14450 Landfill Road, Brooksville, Fl. 34614. The County utilizes the site for processing land clearing debris, yard trash, and wood waste.

b. Convenience Center: Two convenience centers that accept yard trash from residential units only. East Hernando Convenience Center 33070 Cortez Blvd., Ridge Manor and West Hernando Convenience Center 2525 Osowaw Blvd., Spring Hill.

c. Clean wood waste: any accumulation of wood, including lumber, pallets, tree and shrub trunks, branches, and limbs, which is free of paint, glue, filler, pentachlorophenol, creosote, tar, asphalt, other wood preservatives or treatments.

d. Contractor: The person, firm, or corporation with whom the County has entered into the agreement.

e. County: The Hernando County Board of Commissioners, Florida

f. Force Majeure: An act of God, epidemic, lightening, earth-quake, fire, explosion, storm, hurricane, flood or similar occurrence, strike and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material, adverse effect of the rights or obligations under this agreement or a material, adverse possession of any or all of them, which act or event is beyond the reasonable control of the party relying thereon, which be exercise or due diligence such parties shall not have been able to avoid. Such acts or events shall not have been able to avoid. Such acts shall not included acts or omissions of third-party contractors, who are under contract to suppliers or their subcontractors, who are under contract to fulfill any obligations in furtherance of or pursuant to the design, construction or operation of the facility.

g. Hazardous Waste: Any solid waste identified by the Florida Department of Environmental Protection as a hazardous waste under Rule 62-730 and 62-701, Florida Administrative Code.

h. Land Clearing Debris: Means tree remains, trees, stumps and other vegetative matter which normally results from land clearing or land development operations for a construction project.

i. Mulch: Processed vegetation and woody material resulting from mulching or grinding operations of land clearing debris, yard trash, and wood waste.

j. Yard Trash: any accumulation of vegetative matter resulting from landscaping maintenance from commercial or residential property and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

14. COUNTY RESPONSIBILITIES

- a. The County shall make available to the Contractor adequate work area to execute all scope of work requirements.
- b. Authorize minor changes or alterations in the scope of work not involving extra cost and not inconsistent with the overall intent of this proposal.
- c. Issue with reasonable promptness Contractor's requested clarification or need for interpretation of the scope of work requirements and specifications.
- d. The County shall perform a cursory visual inspection of the incoming material at the point of delivery to ensure it is relatively free of contamination, such as rock, metal, bricks or other non-woody material. The County's inspection of the material in no way limits the Contractor's responsibility for separation and removal of contaminants. The County will provide for disposal of contaminants discovered by both the County and Contractor.
- e. The County will provide the maintenance for ingress and egress to and from the Hernando processing site and the two convenience centers. At the expense of the Contractor the Manager or designee can approve any requested improvements to the processing site by the Contractor for the purpose of performing the scope of work.
- f. The County shall make available to the Contractor certified scales and accurate documentation for the out-bound tonnage of mulch, if the County has any mulch to be disposed off-site.

15. CONTRACTOR RESPONSIBILITIES

- a. Respond within thirty (30) days of Manager or designees request to process all available yard trash, land clearing debris and clean wood waste accumulated at the Hernando processing site and the two convenience centers. The Contractor shall provide all labor, equipment, material, transportation, and supervision necessary to process all available yard trash from the Hernando processing site and the convenience centers.
- b. Contractor will operate in such a manner as to not interfere with the County's daily operation of receiving and managing incoming yard trash.
- c. Contractor's processing shall produce a product with ninety-five (95%) of the product being no more than six (6) inches in length and one (1) inch in diameter.
- d. Contractor to notify the County on hazardous materials that will be used on the work site along with providing Material Safety Data sheets. Site safety and operational plan shall be submitted.
- e. Operating hours for Contractors processing shall be the normal Hernando Northwest Waste Management Facility business hours, unless agreed upon extended hours are approved beforehand, including holidays. Processing at the convenience centers which are closed on Sunday and Monday would need to occur on those closed days.
- f. Maintain operation procedures to control odor, dust, litter, fire, spills, and site appearance.
- g. During operational hours the Contractor shall be required to be available by pager and/or telephone to ensure that messages and/or contact is maintained between the County and the Contractor. It will be the Contractors responsibility to provide their own pager and/or telephone, to supply the applicable

phone numbers to the County, and to promptly notify same of any changes. Emergency contact phone numbers must be provided.

h. The Contractor shall furnish the County with a list of all subcontractors performing work on this project.

16. **CONTRACT TERM**

a. The Contract shall commence after Board of Commissioner approval, October 1, 2010 for a period of three (3) years.

b. The Contract may be extended, by mutual agreement, for two (2) additional twelve month periods, up to a cumulative total of sixty (60) months.

17. **COMPENSATION** The proposed price for compensation is based on a per cubic yard formula for material that has been ground/mulched. The Contractor and County will mutually agree upon the dimensions of the ground material through surveying or measurement by tape method.

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 ____

COMPANY NAME

MAILING ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER - FAX NUMBER - EMAIL ADDRESS

CONTRACT PERSON - TITLE

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