

# SOLICITATION - OFFER - AWARD

<b>SOLICITATION NO:</b> <b>25-T01093/JG</b>	<b>SOLICITATION TITLE:</b> <b>Mowing Service – Hernando Beach and Weeki Wachee</b>	<b>DATE ISSUED:</b> <b>October 8, 2025</b>	<b>CONTRACT NO:</b> <b>25-T01093/JG</b>
<b>ISSUED BY:</b> <b>BOARD OF COUNTY COMMISSIONERS</b> <b>HERNANDO COUNTY, FLORIDA</b> <b>Brian Hawkins, Chair</b> <b>Jerry Campbell, Vice Chair</b> <b>John Allocco, Second Vice Chair</b> <b>Steve Champion</b> <b>Ryan Amsler</b>		<b>SUBMIT BID OFFER TO:</b> <b>HERNANDO COUNTY</b> <b>PROCUREMENT DEPARTMENT</b> <b>15470 FLIGHT PATH DRIVE</b> <b>BROOKSVILLE, FL 34604</b> <b>Carla Rossiter-Smith</b> <b>Chief Procurement Officer</b>	

## SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <http://secure.procurenow.com/portal/hermandocounty>, ON **NOVEMBER 10, 2025**. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT **10:00 A.M. ON NOVEMBER 10, 2025**. PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.


ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Mowing Service – Hernando Beach and Weeki Wachee as described in the specifications.  (SEE ATTACHED SPECIFICATIONS)	x	XXXXX	XXXXXXXXXX	\$ <u>13,125</u>

## 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: 0 % 10 CALENDAR DAYS 0 % 20 CALENDAR DAYS 0 % 30 CALENDAR DAYS

<b>BIDDER'S INFORMATION</b> Triple Crown Lawn Services LLC Company Name 226 Wood Dr. Address Brooksville FL 34601 City State Zip Code (352) 610-2317 — clarknclarkjr@gmail.com Phone Number Fax Number Email Address		<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:</b> BIDDER'S SIGNATURE  OFFER DATE 11/4/25 Print Name: Clarence Clark Jr. Title: CEO	
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## AWARD

(TO BE COMPLETED BY COUNTY)

<b>REVIEWED FOR LEGAL SUFFICIENCY</b>  <b>ACCEPTED AS TO ITEM(S) NO:</b>  <b>SUBMIT INVOICES TO:</b> <b>Hernando County</b> <b>Public Works Dept</b> <b>1525 East Jefferson St</b> <b>Brooksville, FL 34601</b>	<table style="width: 100%;"> <tr> <td style="width: 50%;"> <b>LR NO.:</b>   <b>AMOUNT:</b>   <b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:</b>   <b>SIGNATURE:</b> </td> <td style="width: 50%;"> <b>BY:</b>   <b>ACCOUNTING CODE:</b>   <b>AWARD DATE:</b> </td> </tr> </table>	<b>LR NO.:</b>  <b>AMOUNT:</b>  <b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:</b>  <b>SIGNATURE:</b>	<b>BY:</b>  <b>ACCOUNTING CODE:</b>  <b>AWARD DATE:</b>
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# MOWING SERVICES - HERNANDO BEACH AND WEEKI WACHEE

25-T01093/JG

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604



County of Hernando

Mowing Services - Hernando Beach and Weeki Wachee

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Attachments:

A - Exhibit A - Mowing Area A - Hernando Beach

B - Exhibit B - Mowing Area B - Weeki Wachee

C - Exhibit C - Overall Hernando Beach/Weeki Wachee Map

## 1. SOLICITATION

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

Jerry Campbell, Vice Chairman

John Allocco, Second Vice Chairman

Steve Champion

Ryan Amsler

**SUBMIT BID OFFER TO:**

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's [eProcurement Portal](#)

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 a.m., LOCAL TIME ON Monday, November 10, 2025. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, November 10, 2025. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

**Procurement Contact Information:**

Joe Goulart, Contracting Agent II

(352) 754-4020

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

## 2. INTRODUCTION

### 2.1. ADVERTISEMENT OF BID

#### INVITATION TO BID

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

ITB # 25-T01093/JG

FOR

Mowing Services - Hernando Beach and Weeki Wachee

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in mowing services for Hernando Beach and Weeki Wachee, in Hernando County, Florida.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, November 10, 2025, via Hernando County Procurement's [eProcurement Portal](#). Only electronic submittals through the [eProcurement Portal](#) shall be accepted by the County.

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

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

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

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

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

#### 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 method of contact for this solicitation is the Q&A Tab in the County's [eProcurement Portal](#).

#### 2.2. [NON-MANDATORY PRE-BID CONFERENCE SITE VISIT](#)

Non-Mandatory Pre-Bid Conference will be held on Wednesday, October 15, 2025 at 10:00 am

at the

Hernando County, Department of Public Works, 1525 E. Jefferson St., Brooksville, FL 34601.



### **3. AWARD**

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Department of Public Works

1525 E. Jefferson St.

Brooksville, Florida 34601

## 4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

### 4.1. DEFINITION OF TERMS

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

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

### 4.2. AVAILABILITY OF BIDDING DOCUMENTS

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



#### 4.3. PREPARATION OF BID

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

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

8. Communications: All technical, scope, and/or project related questions shall be submitted through the project [Q&A Tab](#) before the deadline and according to these specifications herein. Any and all other bidding communications shall only be to the County's Procurement representative using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

#### 4.4. [BID OPENING:](#)

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

#### 4.5. [QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS](#)

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

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's [County's eProcurement Portal Q&A Tab](#), prior to the date set for submittal and opening of the bids.
- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's [eProcurement Portal Q&A tab](#):. Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit <https://secure.procurenow.com/portal/hermandocounty> to insure they are aware of all addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified as the Question Submission Deadline of Monday, October 20, 2025 at 5:00 pm.
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

#### 4.6. [COMMUNICATION](#)

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Procurement Department. Any attempt to communicate with any County Representative

outside the Procurement Department will be considered a violation of the Procurement Policy and may result in the rejection of your bid.

#### **4.7. WITHDRAWAL OF BIDS:**

Bids may be withdrawn via the County's [eProcurement Portal](#) prior to the time fixed for public 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.

#### **4.8. BID PROTESTS:**

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at <https://www.hernandocounty.us/home/showpublisheddocument/10509/638893844081930000>. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

#### **4.9. FOREIGN COUNTRIES OF CONCERN**

Pursuant to Florida Statutes, Section 287.138, effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE, Foreign Countries of Concern included in this solicitation.

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

## 5. GENERAL CONDITIONS

### 5.1. CONTRACT PERIOD:

- A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- B. The period of the Contract shall extend for three (3) years from contract effective date.
- C. Renewal Option (Unilateral): At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2) additional one (1) year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor in writing no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options.
- D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract.

### 5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

- A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder shall abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.
- D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.
- E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

### 5.3. QUALIFICATION OF BIDDERS:

- A. This bid shall be awarded to one (1) responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:
  - 1. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past three (5) years.
  - 2. List of equipment and facilities available to do work.
  - 3. List of personnel, by name and title, contemplated to perform the work.
- B. **Failure to submit this information may be cause for rejection of your bid.**

### 5.4. BID EVALUATION AND AWARD:

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

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

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

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

- A. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.
- B. The County shall be the sole judge as to the relative merits of the bids received.
- C. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.

- D. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.
- E. Bidders/Proposers are hereby notified of the provisions of Florida Statutes, section 287.05701, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

#### 5.7. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.
- B. Application:
  - 1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
    - a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$50,000.00
  - 2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.
  - 3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.
- C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility identified below.
  2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
    - a. A physical business and location address.
    - b. Proof of payment of real property tax due to Hernando County.
    - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
    - d. Any additional information necessary to verify local vendor status.
- D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies, or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.
- E. Exemptions:
1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
  2. Purchases with any sole source supplier for supplies, materials, or other equipment.
  3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Procurement Policy.
  4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
  5. Purchases with an estimated cost of less than \$10,000.00 or less.
  6. Appeal: If an application for a "local vendor/contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.



#### 5.8. HOURS:

Work may be performed between the hours of Monday through Friday, 7:00 AM to 5:00 PM, Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.

#### 5.9. DELIVERY AND ACCEPTANCE:

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

#### 5.10. REJECTION OF BID:

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

#### 5.11. 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 the Bid's information is insufficient for Hernando County to properly evaluate the bid, Hernando County has the sole right to require from the Bidder such additional information it deems necessary after public opening, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The

Board of County Commissioners reserves the sole right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

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

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

#### **5.13. NON-PERFORMANCE:**

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

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

#### **5.14. ASSIGNMENT:**

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

#### **5.15. PUBLIC ENTITY CRIMES:**

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

#### **5.16. LICENSES AND PERMITS:**

Prior to and throughout the entire duration of the contract, including renewals, the Vendor/Contractor must have and maintain, at its own cost, any and all licenses required to perform the contracted services. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee

#### **5.17. LAWS, REGULATIONS, PERMITS AND TAXES:**

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

#### **5.18. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:**

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

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

#### **5.19. TAXES:**

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

## **5.20. 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, regardless of which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

## **5.21. TERMINATION:**

### **A. Termination for Default:**

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

opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

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

## 5.22. FISCAL NON-FUNDING

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

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

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

## 5.24. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

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

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

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

#### **5.26. COMPETENCY OF BIDDERS:**

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

#### **5.27. 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 Florida Statutes, Section 119.0701, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

- E. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Florida Statutes, Section 119.0701.

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

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

#### **5.28. PAYMENT:**

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: Hernando County Department of Public Works, 1525 E Jefferson St, Brooksville, FL 34604
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.
- D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74. Payment terms in conflict with the payment terms of the Contract are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

#### **5.29. CONFLICT OF INTEREST:**

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one (1) year thereafter,



shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-contracts, the language set forth in this paragraph prohibiting conflict of interest.

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

### 5.30. GRATUITIES AND KICKBACKS:

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

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### 5.31. E-VERIFY:

- A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
  - 1. The County's Procurement Department at (352) 754-4020: and
  - 2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
  - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

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

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

Vendor/Contractor must certify that the company is not participating in a boycott of Israel.

Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that

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

### **5.33. INSURANCE REQUIREMENTS:**

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

1. **Indemnity:** To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
2. **Protection of Person and Property:**
  - a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
  - b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

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

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
  - i. \$100,000.00 each accident
  - ii. \$100,000.00 by employee
  - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute, Chapter 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute, Chapter 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.  
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

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

- a. Coverage as follows:
  - i. EACH OCCURRENCE.....\$1,000,000.00
  - ii. GENERAL AGGREGATE .....\$2,000,000.00
  - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
  - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)
- b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
  - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00

- ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
- 3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
- 4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
- 5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
  - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
    - i. BODILY INJURY (Per Person)..... \$1,000,000.00
    - ii. BODILY INJURY (Per Accident)..... \$1,000,000.00
    - iii. PROPERTY DAMAGE.....\$1,000,000.00
- 6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
- 7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
- 8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
- 9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
- 10. POLLUTION LIABILITY (if applicable it will be noted below separately):
- 11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
- 12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves

the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

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

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**
2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.



#### 5.34. MINIMUM WAGE RATES:

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

#### 5.35. SAFETY PRECAUTIONS:

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

#### 5.36. RESPONSIVE/RESPONSIBLE:

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

#### 5.37. CONE OF SILENCE

- A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract.

During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation. B. Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

#### 5.38. CLAIMS

- A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the contract promptly but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Section titled "PRICE ADJUSTMENT". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

- C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
  - 1. Deny the claim in whole or in part,
  - 2. Approve the claim, or
  - 3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

#### **5.39. DISPUTE RESOLUTION:**

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

## **6. SPECIAL CONDITIONS**

### **6.1. INSPECTION OF FACILITIES/AREAS:**

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

### **6.2. LICENSES AND PERMITS:**

- A. It shall be the responsibility of the Bidder to obtain, at no additional cost to the County, any and all licenses required to complete this contractual service. Said licenses shall be in the Bidder's name as it appears on the official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the bid.

### **6.3. PRE-WORK MEETING**

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

### **6.4. CODES AND REGULATIONS:**

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

### **6.5. DEBRIS**

Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris resulting from the performance of this contractual service.

### **6.6. PROTECTION OF PROPERTY/SECURITY:**

- A. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- B. The Vendor/Contractor shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as

deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.

- C. The Vendor/Contractor will not hold Hernando County responsible for, and hereby releases Hernando County from, any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the Vendor/Contractor and stored on County property.

#### 6.7. PRICING-FFP

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

#### 6.8. PRICE ADJUSTMENT:

Written request for price adjustments may be made every twelve (12) months at time of renewal and no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bona fide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The Chief Procurement Officer shall consider price adjustment requests and, if agreed to, the price adjustment shall be accomplished by written amendment to this contract, subject to the section in this solicitation titled: MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS. Any such price adjustment (increase or decrease) shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

#### 6.9. MARKET CONDITIONS:

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

#### 6.10. CHANGES - SERVICE CONTRACTS:

- A. The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:
  - 1. Description of services to be performed.
  - 2. Time of performance (i.e., hours of the day, days of the week, etc.).
  - 3. Place of performance of the services.
- B. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.

- C. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

#### **6.11. METHOD OF ORDERING:**

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

#### **6.12. REQUIREMENTS CONTRACT:**

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

#### **6.13. ESTIMATED QUANTITIES:**

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

#### **6.14. ADDITIONAL ITEMS:**

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

#### **6.15. SITE DAMAGE:**

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

#### **6.16. EQUIPMENT LIST:**

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

#### **6.17. FINAL SITE INSPECTION:**

Final inspection of each site by County staff will be performed within forty-eight (48) hours after receipt of notification from the Vendor/Contractor that services at such site are complete. The site must meet all requirements as stated in the scope of work issued prior to payment processing.

#### **6.18. PUBLIC INFORMATION:**

The Vendor/Contractor shall be responsible for providing a local contact phone number, or toll-free phone number to be posted on the County website, and to be provided to citizens for the purpose of public information on Vendor/Contractor mowing areas and cycles. The phone number may have either a recorded informational message, answered by an employee, or an answering machine.



## 7. SCOPE AND SPECIFICATIONS:

### 7.1. SCOPE OF WORK:

- A. SCOPE OF WORK: The Vendor/Contractor will supply all materials, labor, equipment, and transportation to accomplish the mowing services as described in these Contract documents at the locations and within the limits specified. The scope consists of all areas as specified on the Bid form, subject to additions, deletions, or changes in mowing locations, or intervals during the term of the Contract. Vegetation in all areas consists of various types of grasses and weeds. When complete, a mowing area must present a uniform and tidy appearance within the specifications of the Contract.
- B. LOCATION OF WORK: The work to be performed in this Contract will be located in Hernando Beach and Weeki Wachee areas of Hernando County, Florida. It includes all roadways, all Drainage Retention Areas (DRAs), and Drainage Rights of Ways (DROWs) bound to the South by County Line Rd, to the West by the Pasco/Hernando Line, and/or the Gulf of America, to the North by Cortez Blvd (550), and to the East by Commercial Way (US 19). Mowing areas more fully defined in Section 7.2. Technical Specifications.
- C. MOWING SEASON: Estimated to begin on April 1<sup>st</sup> and end on November 30<sup>th</sup> of a calendar year. These dates are an estimate and may be adjusted by the County due to weather and/or other conditions.
- D. VENDOR AVAILABILITY: During normal business hours (8:00 a.m. - 5:00 p.m.), Vendor/Contractor must be available by cellular phone or telephone to ensure that messages and/or contact is maintained between the County and the Vendor/Contractor. It is the Vendor/Contractor's responsibility to provide the applicable phone numbers to the County and promptly notify the County of any changes to these numbers.

### 7.2. TECHNICAL SPECIFICATIONS:

- A. Areas of Work: It includes all roadways, all Drainage Retention Areas (DRAs), and Drainage Rights of Way (DROWs) bound to the South by County Line Rd, to the West by the Pasco/Hernando Line, and/or the Gulf of America, to the North by Cortez Blvd (550), and to the East by Commercial Way (US 19) as shown on Exhibit C - Overall Area Map: The Areas of Work are further described as follows:
  - 1. Exhibit A - Mowing Area A:
    - a. All County roadways as highlighted on Exhibit A, which are within the Hernando Beach area, bound to the South by Hermosa Blvd, to the West by the Gulf of America, the East by Shoal Line Blvd, and to the North by Eagles Nest Dr, including all roadway sections found at the end of each canal. This area **excludes** South Hernando Beach and including

all roadway sections found at the end of each canal. South Hernando Beach includes the housing area entered by way of Jewfish Drive or Bluefish Drive.

- b. Shoal Line Blvd and all County roadways adjacent, bound to south by Osowaw Blvd and to the North by Cortez Blvd (50).

2. Exhibit B - Mowing Area B:

- a. Tarpon Blvd, bound to East by Commercial Way (US 19), to the West by Osowaw Blvd.
  - b. Osowaw Blvd and all County roadways adjacent, bound to the South by the Pasco/Hernando line, to the East by Commercial Way (US 19).
  - c. Cortez Blvd (50) and all County roadways adjacent, bound to the West by Bayport Park, the East by Commercial Way (US 19).
  - d. All County roadways, Drainage Retention Areas, and Drainage Right of Way, including the following subdivisions (River Country and Regency Oaks) adjacent to the west side of Commercial Way (US 19). This area is bound to the East by the East side of Commercial Way (US 19), the South by County Line Rd, and the North by Cortez Blvd (50).
- B. The Vendor/Contractor will not mow areas that have been mowed to within specifications by the abutting property owner during a mowing cycle.
- C. The approximate total acreage of DRAs and DROWs that are to be mowed for each cycle is **29 acres**. The approximate total mileage covered for the prosecution of the work described in this solicitation is **85 miles**.

### 7.3. GENERAL REQUIREMENTS:

- A. Upon receipt of the Purchase Order, the County shall issue a Notice to Proceed letter to the Vendor/Contractor to indicate the start of each mowing cycle.
- B. The mowing area, which includes Mowing Areas A and B, is to be completed within the time frame indicated upon issuance of the Notice to Proceed as follows:
  - 1. Mowing Area A: Each NTP shall be completed within fifteen (15) Calendar Days from date of issuance.
  - 2. Mowing B: Each NTP shall be completed within thirty (30) Calendar Days from date of issuance.
- C. A well-kept appearance, based on DPW's standards, will be the criteria used to determine an increase or decrease in the frequency. It is estimated that all areas will require mowing at a minimum of once every thirty (30) but shall not be more than once every fifteen (15) calendar days during the mowing season. Please note that these are estimates only. Actual frequency may be more or less than estimates and payment will be on a per mow basis as described in "Section 8 Pricing Proposal".

- D. The Vendor/Contractor shall not mow grass clippings onto any roadway. If this does occur, the contractor will remove the clippings from the roadway immediately. There will be a maintenance fee deducted from the contractor's invoice in the amount of \$250.00 for each occurrence as documented by the DPW inspector.
- E. The Vendor/Contractor shall contact the Department of Public Works (352-754-4060) to notify:  
1) the work completed; and 2) list of scheduled locations for the following week of mowing. Upon notification by the Vendor/Contractor to the County of work, which was completed, the County will inspect the area and issue deficiency notices to the Vendor/Contractor of work not completed or work not completed to the standards of this specification.
- F. The Vendor/Contractor at their expense must remedy the deficiencies prior to the beginning of the next cycle of work. If the Vendor/Contractor fails to correct those deficiencies prior to the start of the next cycle, deductions in the amount of \$150.00 per location where structures are not trimmed, and deductions for right of way not mowed in the amount equal to the prorate share of lineal footage or right of way not mowed to the total right of way required to be mowed in one (1) cycle, will be assessed.

#### 7.4. EQUIPMENT SPECIFICATIONS:

- A. Equipment shall be in good repair and be maintained to always produce a clean sharp cut and uniform distribution of cuttings. It is understood by the Vendor/Contractor that equipment required to meet the terms of this Agreement include the equipment listed here:
  - 1. **The Vendor/Contractor must either own or lease all equipment required to perform the services under this Agreement.** This includes, at a minimum, the following equipment:
    - a. Tractor(s);
    - b. Batwing mower(s) (flex-wing rotary cutter(s));
    - c. Rotary deck mower(s);
    - d. Zero-Turn mower(s);
    - e. String trimmer(s) (weed eater(s));
    - f. Edger(s);
    - g. Blower(s) and
    - h. Utility trailer(s) and/or truck(s) suitable for transporting this equipment.
  - 2. The Vendor/Contractor must complete and submit the equipment list (Section 10, Question 4.3) with their Bid.
- B. All tractors and riding mowers shall have a Global Positioning System (GPS) capability installed which communicates locations in real time such that recordings of the locations of equipment

are maintained by Vendor/Contractor. The County may request, and the Vendor/Contractor will provide to the County location data for any tractor or riding mower utilized for performance of the awarded Contract. The County may request such information to verify which locations have been completed, for scheduling, or for other purposes.

- C. Equipment that damages the pavement or turf in any way shall not be used. The Vendor/Contractor shall, at their expense, replace any damaged turf, pavement, concrete surface, or structure, as a result of their mowing operation, in a timely manner as determined by the County.
- D. All tractors and riding mowers, of the Vendor/Contractor shall be equipped with a guard or shield to prevent grass, rock or other debris from being propelled into any roadway or pedestrian area.

#### **7.5. MOWING REQUIREMENTS:**

- A. Mowing Areas A and B: All vegetation within the mowing area within ROWs must be cut to a height of three (3) inches with a maximum tolerance of one-half (1/2) inch plus or minus. All vegetation within the mowing area within DRAs must be cut to a height of six (6) inches with a maximum tolerance of one-half (1/2) inch. Each mower pass shall overlap the previous pass so that no strips of uncut vegetation remain. When landscaping has been established, or natural landscaping has been preserved, mowing shall conform to the established mowing contours.
- B. The areas to be mowed include adjacent ROW areas, swale bottoms, and front and back slopes. The entire grassy area is to be mowed. All loose trash, and debris must be removed from the ROW mowing area prior to mowing. Trimming must be done adjacent to sidewalks, signposts, post office boxes, mail, and newspaper boxes, fire hydrants, power poles, and other obstructions within the ROW. Trimming must be done along road curbing to ensure that grass growth does not extend into a curb or gutter.

## 8. PRICING PROPOSAL

ITB NO.25-T01093/JG. - Mowing Services - Hernando Beach and Weeki Wachee

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 Pricing Proposal, inclusive of overhead, profit and any other costs.

Vendor/Contractor is to understand that the total bid price is based on the estimated quantities indicated as follows and will control in awarding the Contract as provided in the Solicitation Instructions. It is further understood that the quantities stated in the Pricing Proposal for various items are estimated only and may be increased or decreased as provided in the Contract.

### MOWING SERVICES - HERNANDO BEACH AND WEEKI WACHEE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing Area A - As Detailed in Section 7 Scope & Specifications and as Identified in Exhibit A	1	Mowing	\$4,500.00	\$4,500.00
2	Mowing Area B - As Detailed in Section 7 Scope & Specifications and as Identified in Exhibit B	1	Mowing	\$8,625.00	\$8,625.00
<b>TOTAL</b>					<b>\$13,125.00</b>

### EQUIPMENT & FACILITIES 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. The County reserves the right to perform a site visit at the Vendor/Contractor's location for purpose of verification of equipment listed and visual observation of equipment condition.

<u>EQUIPMENT DESCRIPTION</u>	<u>COMPANY-OWNED?</u>	
72 inch Hustler	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
72 inch Kubota	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
60 gravelly	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
60 gravelly	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
60 gravelly	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
72 inch SCAG	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
72 inch SCAG	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
F-250 super duty	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
F-350 super duty	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
F-150 super duty	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
8-18 trailer	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
8-20 trailer	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
8-12 trailer	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Batwing John deere	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Bat wing John deere	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>



**FACILITIES LOCATION ADDRESSES & DESCRIPTION**

27144 Fernway Ave Brooksville FL 34602

826 Wood drive Brooksville FL 34601

The location is a 3 bedroom 1 bathroom

house. The colour of the house is tan.

Triple Crown C lawn Jockey's Clarence Clark Jr <sup>owner</sup> (CEO)  
BIDDER'S COMPANY NAME CONTACT PERSON (Name) (Title)

826 wood drive

352-610-2367

MAILING ADDRESS

TELEPHONE NO. - FAX NO.

Brooksville FL 34601

Clarence Clark Jr S@gmail.com

CITY, STATE AND ZIP CODE

EMAIL ADDRESS

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



## Personnel List

**Name:** Clarence Clark Jr

**Title:** CEO/Worker

**Name:** Tanisha Hyde

**Title:** Registered Agent

**Name:** Jacqueline Clark

**Title:** HR

**Name:** Amanda Brown

**Title:** Marketing

**Name:** Dayvien Sanders

**Title:** Worker

**Name:** Djerry Clark

**Title:** Worker

**Name:** Abigail Hyde

**Title:** Worker

**Name:** Anthony Hyde

**Title:** Worker

**Name:** Clarissa Clark

**Title:** Worker

**Name:** Jordan White

**Title:** Worker

**Name:** Marcus Brown

**Title:** Worker

**Name:** Shelvon Brooks

**Title:** Worker

**Name:** Marques Redding

**Title:** Worker

# HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

4/4/2025  
(date)

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

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

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

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

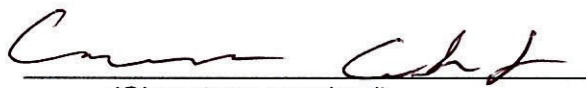
No ☒ Yes ☐

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

Bidder: Clarence Clark Jr

Clarence Clark Jr 50@gmail.com  
(Email address)

2794 Fernery Ave Brooksville FL 34602  
(Address)

  
(Signature required)

352-610-2367  
(Phone)

Clarence Clark Jr  
(Print name)

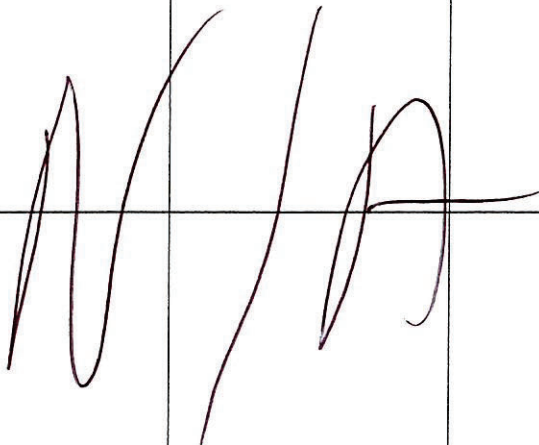
N/A  
(Fax)

Owner / CEO  
(Print title)


83-3550798  
(Federal Taxpayer ID Number)

**Relatives and Former Hernando County Employees – Roles and Signatures**

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

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			

**Part B: Identify officers, partners, directors, proprietors, associates or members of the business entity that are relatives or members of the household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this procurement of contract.**

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

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

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



### Anti-Human Trafficking Affidavit

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Triple Crown C lawn Jockey's LLC  
Name of Nongovernmental Entity

Clarence Clark Jr  
Printed Name of Affiant

Anti-Human Trafficking Affidavit  
Title of Affiant

Clarence Clark Jr  
Signature of Affiant

9/19/2025  
Date



ADDENDA REPORT  
T No. 25-T01093/JG  
Mowing Services - Hernando Beach and Weeki Wachee

RESPONSE DEADLINE: November 10, 2025 at 10:00 am

Friday, November 14, 2025

Addenda Issued:

**Addendum #1**

*Oct 9, 2025 2:44 PM*

Addendum #1 for 25-T01093/JG Mowing Services for Hernando Beach and Weeki Wachee

*Attachments:*

· [Addendum 1 25-T01093.JG Mowing Sevices - Hernando Beach and Weekin Wachee](#)

**Addendum #2**

*Oct 13, 2025 1:12 PM*

Addendum 2 25-T01093/JG Mowing Services - Hernando Beach and Weeki Wachee

*Attachments:*

· [Addendum 2 25-T01093.JG Mowing Services - Hernando Beach and Weeki Wachee](#)

**Addendum #3**

*Oct 16, 2025 11:26 AM*

Addendum 3 25-T01093/JG for Mowing Services - Hernando Beach and Weeki Wachee

*Attachments:*

· [Addendum 3 25-T01093.JG Mowing Services - Hernando Beach and Weeki Wachee](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
AB5 Enterprises	X	Nov 1, 2025 10:09 PM	Aaron Blake
Triple crown c lawn jockeys llc	X	Oct 15, 2025 7:59 PM	Clarence Clark
Amazing National Services Group, LLC	X	Oct 9, 2025 3:47 PM	Daniel Hutcheson
Lush Lawns & Landscape, LLC	X	Nov 8, 2025 7:48 PM	Gregory Ward
JDMF llc	X	Oct 9, 2025 3:16 PM	Joseph fannin
BigKing Services	X	Nov 9, 2025 9:01 PM	Talita Ferreira

## ADDENDA REPORT

T No. 25-T01093/JG

Mowing Services - Hernando Beach and Weeki Wachee

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Gmr fence land services	X	Nov 9, 2025 2:07 PM	Glenn Richard
BWC Services USA, LLC	X	Nov 10, 2025 8:40 AM	Scott Barrett

### Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
AB5 Enterprises	X	Nov 1, 2025 10:09 PM	Aaron Blake
Triple crown c lawn jockeys llc	X	Oct 15, 2025 8:02 PM	Clarence Clark
Amazing National Services Group, LLC	X	Nov 9, 2025 6:37 PM	Daniel Hutcheson
Lush Lawns & Landscape, LLC	X	Nov 8, 2025 7:49 PM	Gregory Ward
JDMF llc	X	Nov 4, 2025 12:52 PM	Joseph fannin
BigKing Services	X	Nov 9, 2025 9:01 PM	Talita Ferreira
Gmr fence land services	X	Nov 9, 2025 2:07 PM	Glenn Richard
BWC Services USA, LLC	X	Nov 10, 2025 8:40 AM	Scott Barrett

### Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
AB5 Enterprises	X	Nov 1, 2025 10:09 PM	Aaron Blake
Triple crown c lawn jockeys llc	X	Nov 4, 2025 8:30 PM	Clarence Clark
Amazing National Services Group, LLC	X	Nov 9, 2025 6:37 PM	Daniel Hutcheson
Lush Lawns & Landscape, LLC	X	Nov 8, 2025 7:50 PM	Gregory Ward
JDMF llc	X	Nov 4, 2025 12:53 PM	Joseph fannin
BigKing Services	X	Nov 9, 2025 9:01 PM	Talita Ferreira
Gmr fence land services	X	Nov 9, 2025 2:07 PM	Glenn Richard
BWC Services USA, LLC	X	Nov 10, 2025 8:40 AM	Scott Barrett





## PROCUREMENT DEPARTMENT

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

# ADDENDUM # ONE (1)

TO  
THE CONTRACT DOCUMENTS  
FOR

**Mowing Services – Hernando Beach and Weeki Wachee**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-T01093/JG**

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

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

### **A. QUESTIONS AND ANSWERS**

#### **1.Q. Who is the incumbent?**

1.A. There was no incumbent as this solicitation pertains to newly combined areas to be serviced.

#### **2.Q. Can you provide the prior bid tabulations or prior award price?**

2.A. There is no previous award information as this solicitation pertains to newly combined areas to be serviced.

#### **3.Q. Who is the incumbent for this project and it budget?**

3.A. See answers to questions 1 and 2 of this addendum.

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

Felicia Holmes, CPPO, CPPB, NIGP-CPP

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



## PROCUREMENT DEPARTMENT

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

# ADDENDUM # TWO (2)

TO  
THE CONTRACT DOCUMENTS  
FOR

**Mowing Services – Hernando Beach and Weeki Wachee**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-T01093/JG**

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

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

### A. QUESTIONS AND ANSWERS

**1.Q. May I have the last tabulation of the Hernando beach bid and the winner?**

1.A. Bidders may search the OpenGov Contracts portal; however, please note this is not an exhaustive listing. <https://procurement.opengov.com/portal/hernandocounty/contracts>

**2.Q. May I have the last tabulation of the weeki wachie bid and the winner?**

2.A. There was no previous Bid Tab or awardee for this area.

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

Felicia Holmes, CPPB, CPPO, NIGP-CPP

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



## PROCUREMENT DEPARTMENT

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

# ADDENDUM # THREE (3)

TO  
THE CONTRACT DOCUMENTS  
FOR

**Mowing Services – Hernando Beach and Weeki Wachee**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-T01093/JG**

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

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

### A. QUESTIONS AND ANSWERS

#### 1.Q. Do you have the amount of acreage for Mowing Area A&B?

1.A. As stated in Section 7.2, Paragraph C of Technical Specifications, *"The approximate total acreage of DRAs and DROWs that are to be mowed for each cycle is **29 acres**. The approximate total mileage covered for the prosecution of the work described in this solicitation is **85 miles**."*

#### 2.Q. Is the contractor responsible for cutting the entire vacant lot or just the right of way in front of it?

2.A. The contractor is responsible for mowing the right-of-way only.

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

Felicia Holmes, CPPB, CPPO, NIGP-CPP, Procurement Manager

For: Carla Rossiter-Smith, MSM, PMP, GPC

Director of Procurement Services and Strategic Initiatives