

SOLICITATION - OFFER - AWARD

SOLICITATION NO: 26-T01215	SOLICITATION TITLE: Invasive Species	DATE ISSUED: March 18, 2026	C NTRACT NO. 26-T01215
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Jerry Campbell, Chair Ryan Amsler, Vice Chair Steve Champion, Second Vice Chair John Allocco Brian Hawkins		SUBMIT BID OFFER TO: HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer	

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/hernandocounty>. ON **INSERT DUE DATE**, 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 INSERT DUE DATE**. 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 Invasive Species, as described in the specifications. (SEE ATTACHED SPECIFICATIONS)	x	XXXXX	XXXXXXXXXX	\$ 35,250

OFFER

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

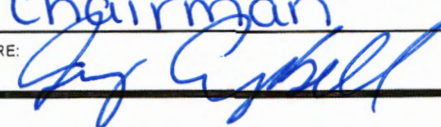
IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN Ninety (90) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S)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

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

BIDDER'S INFORMATION Bio-Tech Consulting, LLC Company Name 3025 East South Street Address Orlando, Florida 32803 City State Zip Code (407) 894-5969 (407) 894-5970 john@bio-techconsulting.com Phone Number Fax Number Email Address	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE  Print Name: John Miklos Title: President OFFER DATE 04/14/2026
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AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR NO.:	BY:
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: Hernando County Department of Public Works 1525 E Jefferson St. Brooksville, FL 34601		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: Jerry Campbell Chairman
		SIGNATURE:  AWARD DATE: 6/9/2026

INVASIVE PLANT SPECIES REMOVAL AND RELATED SERVICES

26-T01215/GB

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
Invasive Plant Species Removal and Related Services

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1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Jerry Campbell, Chairman

Ryan Amsler, Vice Chairman

Steve Champion, Second Vice Chairman

John Allocco

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 a.m., LOCAL TIME ON Monday, April 20, 2026. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, April 20, 2026. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

Procurement Contact Information:

Gretchen Bechtel, Contract Agent II

(352) 754-4013

gbechtel@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

TERM CONTRACT ITB NO. SOLICITATION # 26-T01215/GB

FOR

Invasive Plant Species Removal and Related Services

Hernando County Board of County Commissioners is soliciting Contractors who are experienced in eliminating harmful vegetation in Hernando County, specifically targeting Lead Tree, Brazilian Pepper, and Australian Pine. The Contractor shall be experienced in trimming Mangrove shrubs and trees. The Contractor will provide everything needed for effective removal of invasive species using stump treatment with approved herbicides as outlined in Hernando County specifications.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, April 20, 2026, via Hernando County's [eProcurement Portal](#). Only electronic submittals through the eProcurement portal shall be accepted by the County.

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

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, 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 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. [MANDATORY PRE-BID CONFERENCE SITE VISIT](#)

- A. A Mandatory Pre-Bid Conference will be held on Tuesday, March 24, 2026, 10:00 am at DPW Operations Conference Room: 1525 E Jefferson St. Brooksville, FL 34601.
- B. Only Bidders present at the Pre-Bid Conference may submit a bid for this solicitation.
- C. Attendees must be present at the beginning of the Pre-Bid Conference. Arrival after the start of the Pre-Bid Conference shall be cause for disqualification. A sign-in sheet will be provided at both locations to verify attendance. Bidders must be signed in to confirm their attendance.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

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:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.
- D. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- E. **F.S.:** Florida Statutes version in effect on the effective date of the contract, unless otherwise indicated.
- F. **PUBLIC OPENING:** The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.
- G. **SOLICITATION:** This Invitation to Bid (“ITB”), Request for Proposals (“RFP”) or Request for Quotes (“RFQ”), whichever applies.
- H. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.

4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

4.3. PREPARATION OF BID

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

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

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

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

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

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's [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/hernandocounty> to insure they are aware of all addenda issued for this solicitation.
- D. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. [COMMUNICATION](#)

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

4.7. [WITHDRAWAL OF BIDS:](#)

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

4.8. BID PROTESTS:

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

4.9. FOREIGN COUNTRIES OF CONCERN

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

Pursuant to 287.138 Florida Statutes, 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 number of services/supplies under this agreement.
- B. The period of the Contract shall extend for 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 additional one-year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

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

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

5.3. QUALIFICATION OF BIDDERS:

- A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:
 - 1. List a brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past seven (7) years.
 - 2. List of equipment and facilities available to do work.
 - 3. List of personnel, by name and title, contemplated to perform the work.
 - 4. The Vendor/Contractor must possess a Florida State commercial pesticide/herbicide applicators license from the Florida Department of Agriculture & Consumer Services (FDACS) and have the ability to identify invasive plant species on the Florida Exotic Pest Plant Council (FLEPPC) Category I and Category II plant lists. The Vendor/Contractor must be a professional mangrove trimmer through the Florida Department of Environmental Protection.
 - 5. Vendors/Contractors must submit a written execution plan detailing the method of removal and the herbicide manufacturers' data which will be used for this Contract.
- B. **Failure to submit this information may be cause for rejection of your bid.**

5.4. BID EVALUATION AND AWARD:

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

5.5. BID EVALUATION AND AWARD (continued) "Lowest Price"

The County reserves the right to make multiple awards to the lowest, responsive, and responsible Bidders based on group or the unit item price, whichever is the most advantageous to the County.

However, the County reserves the sole right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

5.6. BID EVALUATION AND AWARD (continued)

- A. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.
- B. The County shall be the sole judge as to the relative merits of the bids received.
- C. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.
- D. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.
- E. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

5.7. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.
- B. Application:
 - 1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the procurement policies of the County, the Board of County

Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:

- a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$50,000.00
2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.
3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

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

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

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County,

or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

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

5.8. HOURS:

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

5.9. WARRANTIES:

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

5.10. DELIVERY AND ACCEPTANCE:

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

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

5.11. REJECTION OF BID:

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

5.12. MINOR INFORMALITIES AND IRREGULARITIES:

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

5.13. NON-EXCLUSIVE CONTRACT:

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

5.14. NON-PERFORMANCE:

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

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

5.15. ASSIGNMENT:

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

5.16. PUBLIC ENTITY CRIMES:

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

5.17. LICENSES AND PERMITS:

Prior to 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.

5.18. LAWS, REGULATIONS, PERMITS AND TAXES:

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

5.19. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

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

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

5.20. TAXES:

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

5.21. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

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

5.22. LITIGATION/WAIVER OF JURY TRIAL:

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

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

5.23. TERMINATION:

A. Termination for Default:

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

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

5.24. FISCAL NON-FUNDING

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

5.25. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

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

5.26. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

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

5.27. INTERIM EXTENSION OF PERFORMANCE:

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

5.28. COMPETENCY OF BIDDERS:

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

5.29. MAINTENANCE OF RECORDS:

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

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

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

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

5.30. PAYMENT:

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: 1525 E Jefferson St. Brooksville, FL 34601.
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.
- D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74. Payment terms in conflict with the payment terms of the Contract are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

5.31. CONFLICT OF INTEREST:

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

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

5.32. GRATUITIES AND KICKBACKS:

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

5.33. E-VERIFY:

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

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

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

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

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

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

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

5.35. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

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

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

1. Workers' Compensation: As required by law:
 - a. State.....1,000,000.00

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

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

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

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

6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
10. POLLUTION LIABILITY (if applicable it will be noted below separately):
11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

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

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

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

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

5.36. INSURANCE REQUIREMENTS (continued)

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

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

5.37. MINIMUM WAGE RATES:

- A. The Vendor/Contractor shall be required to pay their employees no less than the Federal minimum wage rate.

- B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.
- C. The County reserves the right, in its sole discretion, to inspect the payroll records of the Vendor/Contractor to determine whether the Vendor/Contractor is complying with Federal wage and hour law.

5.38. SAFETY PRECAUTIONS:

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

5.39. RESPONSIVE/RESPONSIBLE:

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

5.40. CONE OF SILENCE

- A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief

Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation. B. Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

5.41. CLAIMS

- A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the contract promptly but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Section titled "PRICE ADJUSTMENT". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).
- C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
 - 1. Deny the claim in whole or in part,

2. Approve the claim, or
 3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

5.42. DISPUTE RESOLUTION:

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

6. SPECIAL CONDITIONS

6.1. INSPECTION OF FACILITIES/AREAS:

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, Hernando Beach, 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 352-754-4060. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of the differences between actual labor and materials required to complete the project and the contract amount.

6.2. LICENSES AND PERMITS:

- A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.
- B. Said licenses shall be in the Bidder's name as it appears on the official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, Bidder shall provide copies of all applicable active and current licenses.
- D. The Vendor/Contractor must possess a Florida State commercial pesticide/herbicide applicators license from the Florida Department of Agriculture & Consumer Services (FDACS) and have the ability to identify invasive plant species on the Florida Exotic Pest Plant Council (FLEPPC) Category I and Category II plant lists. The Vendor/Contractor must be a professional mangrove trimmer through the Florida Department of Environmental Protection.

6.3. CODES AND REGULATIONS:

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

6.4. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders must furnish all information requested and, in the space, provided on the Bid Form, if any. Furthermore, each Bidder offering an equal to the brand(s) specified (or if no brand is specified) must submit with their bid, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be rejected.

6.5. DEBRIS

Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result 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 and releases Hernando County from any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the Vendor/Contractor and stored on County property.

6.7. 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 12 months at time of renewal and no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a Bonafide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this contract.

6.9. 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 Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

6.11. 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. Subsequent to the issuance of the Purchase Order(s), the Hernando County Department of Public Works shall issue a Notice to Proceed (NTP) Letter to the Vendor/Contractor to indicate the start of each round of work.

6.12. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

6.13. 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.

6.14. ESTIMATED QUANTITIES:

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

6.15. 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.

6.16. SAMPLES/DEMONSTRATIONS:

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

6.17. 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.

6.18. 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, weed wenchers, root jacks, chainsaws, brush cutters, mowers, safety gear, 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.

6.19. FINAL SITE INSPECTION:

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

6.20. MATERIAL SAFETY DATA SHEETS:

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

7. SCOPE AND SPECIFICATIONS

7.1. SCOPE OF WORK

Supply all materials, labor, and equipment necessary to accomplish the safe removal and disposal of invasive plant species focusing on lead trees, Brazilian Pepper Plants, and Australian Pines, utilizing the stump treatment method with a UF/IFAS approved herbicide, and trim mangrove plants. Work shall be accomplished by trained and licensed employees, skilled in the field of invasive plant removal, disposal, and eradication. Transportation and disposal of the plant material shall be in accordance with current standards, regulations, and statutes.

Work shall be performed at Hernando Beach, Hernando County, FL and various County-owned properties on an as needed basis, typically involving one to two service periods per year. Contractor shall provide and maintain a sufficient work force and associated equipment to complete the tasks. Tasks shall be performed in accordance with recognized and approved principles of modern invasive plant eradication methods. All manufacturers' recommendations will be adhered to for personal protection equipment, application, and site preparation

This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be accomplished in strict compliance with the latest codes, standards, and practices, and in accordance with Federal, State, and Local laws.

QUALIFICATIONS

Florida State commercial pesticide/herbicide applicators license from the Florida Department of Agriculture & Consumer Services (FDACS).

Ability to identify invasive plant species on the Florida Invasive Species Counsel (FISC) formerly known as Florida Exotic Pest Plant Council (FLEPPC) Category I and Category II plant lists.

Professional mangrove trimmer through the Florida Department of Environmental Protection.

TECHNICAL SPECIFICATIONS

All tasks shall be completed without damage to property or existing vegetation that is intended to remain in the project site. The quantities listed are estimates only and shall not be interpreted as guaranteed or actual amounts. The unit price proposed shall include all proper equipment and small tools such as chain saws, wheel barrels, shovels, rakes, herbicides, and personal protection equipment normally utilized in the routine work of invasive species removal.

Contractor shall be responsible for safely maintaining vehicular, bicycle, and pedestrian traffic while performing tasks and complying with traffic safety requirements.

Access to private property in the performance of work shall be accomplished with written consent signed by the private property owner and a copy of the signed consent shall be provided to the County.

A. Stump method:

Work shall be accomplished by cutting any overgrowth of the plant in sections to allow the trunk to be cut at two (2) to four (4) inches above ground level.

Garlon 3A herbicide shall be applied immediately to the cut surface of the stump.

Garlon 3A will be applied at 50% dilution for the Brazilian pepper plant and 100% strength (0% dilution) for the lead tree plant and Australian Pines.

Packaging and disposal of the plants shall include but not be limited to clearing, grubbing, removal and hauling of debris from site, labor, and equipment. All equipment and plant material shall be contained, secured, and removed from the worksite by the end of the day.

County staff shall be notified within one (1) workday after project completion for inspection and acceptance of project completion.

B. Mangrove Trimming:

Mangroves shall be trimmed as requested in accordance with FDEP regulations and be licensed and permitted to perform the work.

C. Disposal

Plant material shall be disposed of at:

Northwest Solid Waste Management Facility

14450 Landfill Road,

Brooksville, Florida, 34614

Copies of dump tickets shall be submitted with each invoice clearly stating the project location.

SUBMITTALS

Contractor shall submit a written execution plan detailing the method of removal and the herbicide manufacturers' data which will be used for this Contract.

Alternative herbicides may be used after demonstrating the proposed herbicide is as effective and environmentally safe as the herbicide, Garlon 3A. No alternatives shall be used without first obtaining County approval.

Any additional cost associated with the approved substitute will be at the expense of the Contractor.

The County shall reserve the right to approve or disapprove of the proposed herbicide substitution.

8. PRICING PROPOSAL

ITB NO.26-T01215/GB. - Invasive Plant Species Removal and Related Services

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit, and any other costs.

There are no guarantees that the County will utilize the per year estimates and may exceed the estimates identified.

Line Item	Description	Estimated Annual Quantity	Unit	Unit Cost	Total
1	Lead Tree Removal and Stump Treatment	500	Plant	\$15.00	\$7,500.00
2	Brazilian Pepper Tree Removal and Stump Treatment	300	Plant	\$30.00	\$9,000.00
3	Australian Pine Tree Removal and Stump Treatment	500	Plant	\$15.00	\$7,500.00
4	Packaging and Disposal of Plants	5	Cubic Yard	\$250.00	\$1,250.00
5	MOT	50	Crew Hour	\$100.00	\$5,000.00
6	Trim Mangroves	100	Plants	\$50.00	\$5,000.00
TOTAL					\$35,250.00

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by John Miklos - President

[Print individual's name and title]

for Bio-Tech Consulting, LLC.

[Print name of Company/Individual submitting sworn statement]

Whose business address is 3025 East South Street Orlando, FL 32803

(If applicable) its Federal Employer Identification Number (FEIN) is 74-3101893

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote? YES X NO

B. Proof of real property tax submitted with affidavit: YES NO X

C. Copy of Florida Division of Corporations Annual Report submitted with affidavit: YES X NO

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature]

04/14/2026

[Date]

State of Florida

County of Hernando

The foregoing instrument was acknowledged before me this 14 day of April, 2026

by John Miklos

who is personally known to me ✓

or who has produced _____ as identification

and who did take an oath.

Notary Public: Dalia Cabani

My Commission Expires: 6/9/27



CORPORATE AFFIDAVIT

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

STATE OF FLORIDA]

COUNTY OF HERNANDO]

John Miklos being duly sworn, deposes and says that he is secretary of
Bio-Tech Consulting, LLC., a corporation organized and existing under and by
virtues of the laws of the State of Florida, and having its principal office at:

3025 South East Street Orlando, Florida 32803 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of
Bio-Tech Consulting, LLC. (Name of Corporation) of the
corporation, is duly authorized to sign President (Title)

the Bid for Invasive Plant Species Removal and Related Services for said corporation by virtues of:
LLC (Limited Liability Company)

(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).

August 12, 2003

John Miklos
Affiant

Sworn to before me this 14 day of April, 2026.

Dalia Cabani
Notary Public

This document should be completed and returned with your submittal.





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Technical Expertise.
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Bio-Tech Consulting

KEY CERTIFICATIONS AND LICENSES

Bio-Tech maintains a comprehensive portfolio of professional certifications and licenses that support the full execution of environmental services in accordance with federal, state, and local regulatory requirements. These credentials reflect our commitment to technical excellence, regulatory compliance, and safe, effective field operations. By maintaining appropriately licensed personnel across multiple disciplines, including water quality, environmental permitting, and vegetation management—Bio-Tech is able to both design and implement solutions without reliance on third-party subcontractors. This integrated capability enhances responsiveness, improves quality control, and reduces overall project risk to the County while ensuring that all work is performed in full compliance with applicable standards and best management practices.

A. Business Registration

Classification: Certificate of Status / Authorization to Conduct Business

Issuing Government: Florida Division of Corporations (Sunbiz)

Issue Date: JAN 7, 2026

Document Number: L23000480332

Bio-Tech Consulting LLC is a Florida-registered entity and is fully authorized to conduct business within the State of Florida.

B. Commercial Pesticide / Herbicide Applicator License(s)

Bio-Tech Consulting LLC maintains properly licensed personnel in accordance with Florida Department of Agriculture & Consumer Services (FDACS) requirements.

License Holder 1 William Cody

Classification: Commercial Pesticide Applicator License (Categories: 5a, 21,6)

Issuing Government: Florida Department of Agriculture & Consumer Services (FDACS)

Issue Date: 3/19/2024

License Number: CM28372

License Holder 2 Jim Downey

Classification: Commercial Pesticide Applicator License (Categories: 5a, 21,)

Issuing Government: FDACS

Issue Date: 2/5/2025

License Number: CM21873

All applicators performing work under this contract will hold appropriate and active FDACS licenses.

C. Professional Mangrove Trimmer (PMT) Qualification

Bio-Tech Consulting meets the Professional Mangrove Trimmer (PMT) requirement in accordance with Sections 403.9321–403.9334, Florida Statutes.

Per Section 403.9329(1), F.S., ISA Certified Arborists are automatically considered Professional Mangrove Trimmers.

Qualified Professional

Name: Jeremy Cooper

Classification: ISA Certified Arborist (Qualifies as PMT per §403.9329 F.S.)

Issuing Organization: International Society of Arboriculture (ISA)

Certification Number: FL-9502A

Issue Date: April 6, 2019

Expiration Date: June 30, 2028

Statement of Compliance

Bio-Tech Consulting meets and satisfies the Professional Mangrove Trimmer requirement through statutory qualification. No subcontracting is required.

D. Invasive Species Identification Capability

Bio-Tech Consulting LLC personnel are trained and experienced in identifying invasive plant species consistent with the Florida Invasive Species Council (FISC) Category I and II lists.

E. Subcontractors

Bio-Tech Consulting LLC does not intend to utilize subcontractors for services requiring specialty licensing.

F. Documentation Provided

FDACS Commercial Applicator License(s)

ISA Certified Arborist Certification

Additional Licenses and Certifications

Sunbiz Certificate of Status

Florida Certified Pesticide and Commercial Applicator

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27757

BERG JR, DAVID CHARLES
2718 39TH AVE N
SAINT PETERSBURG, FL 33714

Categories
21, 5A

Issued: January 4, 2023

Expires: January 31, 2027

Signature of Licensee


WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27837

KIMMEL IV, JOSEPH JACOBS
1013 KNOLLWOOD CT
SAFETY HARBOR, FL 34695

Categories
21, 5A

Issued: February 15, 2023

Expires: February 28, 2027

Signature of Licensee


WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27768

BURKARD, NICKOLAUS JAMES
9747 OAKWOOD HILLS CT 101B
NEW PORT RICHEY, FL 33655

Categories
21, 5A

Issued: January 17, 2023

Expires: January 31, 2027

Signature of Licensee


WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
Commercial Applicator
License # CM28372

CODY, WILLIAM
2941 MEADOWBROOK BLVD
JACKSONVILLE, FL 32246

Categories
5A, 21, 6

Issued: 03/19/2024

Expires: 03/31/2028

Signature of Licensee


WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21873

DOWNEY, JAMES KENNETH
1005 LEINHART CT
OVIEDO, FL 32765

Categories
5A, 21

Issued: February 5, 2025

Expires: September 30, 2028

Signature of Licensee


WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Certified Arborist



The International Society of Arboriculture

Hereby Announces That

Jeremy Cooper

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Poulton
Caitlyn Poulton
CEO & Executive Director

6 April 2019

30 June 2028

FL-9502A

Issue Date

Expiration Date

Certification Number





The International Society of Arboriculture

Hereby Announces That

Evan Francis Quigley

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollalis

Caitlyn Pollalis
CEO & Executive Director

16 March 2024

30 June 2027

FL-10131A

Issue Date

Expiration Date

Certification Number



ISI Tree Risk Assessment



The International Society of Arboriculture

Hereby Announces That

Evan Quigley

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan

Caitlyn Pollihan
CEO & Executive Director

9 December 2025

Issue Date

9 December 2032

Expiration Date



Authorized Gopher Tortoise Agent

Permit Name & Owner: Authorized Gopher Tortoise Agent - Olivia Hecimovich ×
 Address: Bio-Tech Consulting Inc. 3025 East South Street ORLANDO FL 32803
 Permit Number: GTA-21-00087A
 Permit Status: Permit Issued
 Effective Date: 06/10/2022
 Location: 28.5390007, -81.3445394
 Consultant: N/A
 Contact Information: Phone: 407-810-8079 Email: GTpermits@BTC-inc.com

[Directions](#)

Permit Name & Owner: Authorized Gopher Tortoise Agent - Samuel Pedonti ×
 Address: Bio-Tech Consulting Inc. 3025 East South Street ORLANDO FL 32803
 Permit Number: GTA-21-00088
 Permit Status: Permit Issued
 Effective Date: 11/16/2021
 Location: 28.5390007, -81.3445894
 Consultant: N/A
 Contact Information: Phone: 407-894-5969 Email: GTpermits@btc-inc.com

[Directions](#)

Permit Name & Owner: Authorized Gopher Tortoise Agent - Robert Margeson ×
 Address: Bio-Tech Consulting, Inc. 3025 E. South St ORLANDO FL 32803
 Permit Number: GTA-09-00085G
 Permit Status: Permit Issued
 Effective Date: 04/26/2022
 Location: 28.5390007, -81.3445394
 Consultant: N/A
 Contact Information: Phone: 407-894-5969 Email: bob@bio-techconsulting.com

[Directions](#)



HAZWOPER



Stormwater Inspector



FDEP Green BMP



**Department of
Environmental Protection** **UF** UNIVERSITY of
2600 Blair Stone Road, M.S. 3870
Tallahassee, Florida 32399-2400
IFAS Extension

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's nonpoint source pollution problems and the importance of proper design, construction, irrigation, fertilization, pest control, and maintenance of lawns and landscapes, in order to assure minimal adverse environmental effects while achieving customer expectations.

Attached you will find your numbered certificate and wallet card. If there are any errors in the certificate or card, or if we can be of further assistance, please contact the GI BMP Office of the Florida-Friendly Landscaping™ Program at (352) 273-4517 or email gi.bmp@ifas.ufl.edu.

James K. Downey
1005 Leinhardt Ct
Oviedo, FL 32765

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

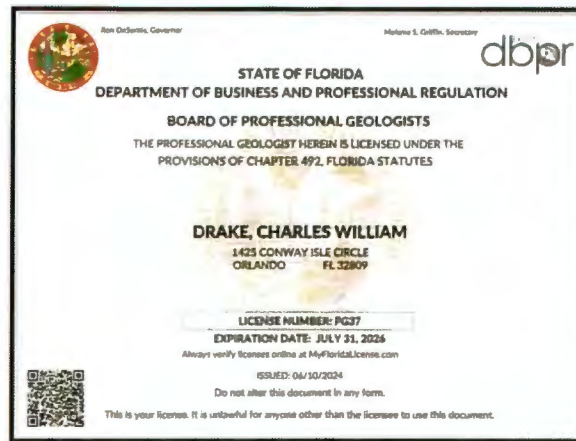
James K. Downey

GV12135-1 GV12135
Certificate # Trainee ID #
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



INSTEP

Professional Geologist



NREP



National Registry of
Environmental Professionals
Est. 1997

Certificate Holder Search

Use of the NREPSM's official Registry is designed only for the specific use intended, that is, the collection of names of Professionals, their level of certification, and their current job information. Any other use of the database infringes upon this, and is a violation of the User's agreement. Unsolicited correspondence for purposes outside of the scope of the National Registry of Environmental Professionals[®], whether electronic or otherwise, is strictly prohibited.

The names on this database have been provided voluntarily. Any omissions, errors, or exclusions do not necessarily or accurately reflect the level of certification of the Professional. This listing may not be up to date and is not an official listing. Please contact NREPSM for verification of individuals.

If you would like a written Confirmation of Certification from the NREPSM, please make the request in writing.

National Registry of Environmental Professionals[®]
Operations Manager
P.O. Box 2099
Glenview, IL 60025

Additional information is available by phone or by e-mail:
224-277-8594 and customerservice@nrep.org.

Certificate Number

5898

Apply

Reset

First Name: Joseph

Last Name: Galletti

Certificate: REPASM - Registered Environmental Property AssessorSM

Certificate #: 5898

Awarded: 05/01/97

Expiration: 12/31/26

Status: Active



SUNBIZ

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L23000480332

Entity Name: BIO-TECH CONSULTING, LLC**Current Principal Place of Business:**3025 E SOUTH ST
ORLANDO, FL 32803**Current Mailing Address:**3025 E SOUTH ST
ORLANDO, FL 32803 US**FEI Number:** 74-3101893**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**GALLETTI, JOSEPH
3025 E SOUTH ST
ORLANDO, FL 32803 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** JOSEPH GALLETTI

01/27/2026

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
 Name MIKLOS, JOHN
 Address 3025 E SOUTH ST
 City-State-Zip: ORLANDO FL 32803

Title MGR
 Name BAKER, JAY E
 Address 3025 E SOUTH ST
 City-State-Zip: ORLANDO FL 32803

Title MGR
 Name GALLETTI, JOSEPH
 Address 3025 E SOUTH ST
 City-State-Zip: ORLANDO FL 32803

Title MGR
 Name LESMAN, JOHN G
 Address 3025 E SOUTH ST
 City-State-Zip: ORLANDO FL 32803



Biological Sciences.
Technical Expertise.
Better Development.

 bio-techconsulting.com

 407-894-5969



Bio-Tech Consulting

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 John Miklos 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 Bio-Tech Consulting, 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 John Miklos, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Bio-Tech Consulting, LLC.

Name of Nongovernmental Entity

John Miklos

Printed Name of Affiant

President

Title of Affiant



04/14/2026

Date

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>		
Fleet of light-duty pickup trucks (Ford F-150 and equivalent, multiple model years) for crew transport and field operations	YES	<u> X </u>	NO <u> </u>
Heavy-duty pickup trucks (Ford F-250 / Dodge 2500) for towing and equipment transport	YES	<u> X </u>	NO <u> </u>
All-terrain vehicles (ATVs) for off-road access (Honda, Suzuki, CF Moto)	YES	<u> X </u>	NO <u> </u>
Utility task vehicles (UTVs) including Kubota Sidekick, Kawasaki Mule series, and John Deere Gator for site access and material transport	YES	<u> X </u>	NO <u> </u>
Jon boats and spray boats (10'-12') for aquatic access and herbicide application	YES	<u> X </u>	NO <u> </u>
Skiff-style vessels for shallow water operations	YES	<u> X </u>	NO <u> </u>
Airboats (Diamondback, Swamp Fab) for marsh and inaccessible terrain	YES	<u> X </u>	NO <u> </u>
Equipment trailers (single axle and dual axle) for transport of ATVs, UTVs, and equipment	YES	<u> X </u>	NO <u> </u>
Boat trailers for aquatic vessels	YES	<u> X </u>	NO <u> </u>
Heavy-duty gooseneck and utility trailers for large equipment transport	YES	<u> X </u>	NO <u> </u>
Skid steers (including Caterpillar D3) for vegetation removal and site work	YES	<u> X </u>	NO <u> </u>
Kubota tractor for land clearing and vegetation management	YES	<u> X </u>	NO <u> </u>
Truck-mounted and trailer-mounted herbicide spray rigs	YES	<u> X </u>	NO <u> </u>
Kings 100-gallon sprayer system	YES	<u> X </u>	NO <u> </u>
Pump sprayers and handheld application systems	YES	<u> X </u>	NO <u> </u>
Chainsaws, brush cutters, and axes for mechanical removal	YES	<u> X </u>	to all additional equipment listed
Diamond mower for heavy vegetation clearing			
Hand tools including shovels, rakes, and cutting tools			
Handheld GPS units for mapping and navigation			
Drone systems (DJI Mavic Enterprise series) for site assessment and monitoring			
Water quality meters			
Underwater cameras			
Acoustic monitoring equipment			
Safety gear and PPE			
Flagging tape, stakes, and markers			
Buckets, traps, and transport equipment for field operations			

FACILITIES LOCATION ADDRESSES & DESCRIPTION

Orlando, FL – 3025 East South Street Orlando, Florida 32803 - Primary operations hub and equipment storage

Jacksonville, FL – 11235 St. Johns Industrial Pkwy N Suite 2 Jacksonville, FL 32246 - Regional operations and equipment staging

Tampa, FL – 6011 Benjamin Road Suite 101-B Tampa, FL 33634 - Field operations and equipment storage

Bio-Tech Consulting maintains equipment across multiple locations in Florida and deploys it based on

project needs. Equipment and crews are allocated as needed to ensure timely mobilization and efficient

service delivery within Hernando County.

Bio-Tech Consulting, LLC.

BIDDER'S COMPANY NAME

John Miklos - President

CONTACT PERSON (Name) (Title)

3025 East South Street

MAILING ADDRESS

(407) 894-5969

TELEPHONE NO. – FAX NO.

Orlando, FL. 32803

CITY, STATE AND ZIP CODE

john@bio-techconsulting.com

EMAIL ADDRESS

This document must be completed and returned with your submittal.

4.4 LIST OF PERSONNEL

KEY PERSONNEL

John Miklos – President / Executive Oversight

John Miklos serves as President of Bio-Tech Consulting and brings over 30 years of experience in environmental management, permitting, and land and aquatic systems. He provides executive-level oversight to ensure all work is performed in compliance with regulatory requirements and in alignment with County expectations. His background includes large-scale environmental project management, mitigation planning, and coordination with state and federal agencies.

Jim Downey – Associate Vice President, Land & Aquatics Management

Jim Downey will serve as the operational lead for this contract, overseeing planning, scheduling, resource allocation, and regulatory compliance. With over 19 years of experience in land and aquatics management, Jim specializes in invasive species control, integrated vegetation management, and large-scale habitat maintenance. He is responsible for ensuring work is executed efficiently, safely, and in full compliance with all applicable requirements.

William Cody – Aquatics & Land Management Supervisor

William Cody will serve as the field supervisor responsible for day-to-day execution of work activities. He oversees field crews, herbicide application, equipment operations, and safety protocols. With extensive experience in invasive species management and pesticide application, William ensures that all removal and treatment activities are performed effectively and in accordance with regulatory and project requirements.

Field Personnel & Support Staff

In addition to the key personnel listed above, Bio-Tech Consulting maintains a trained and scalable field workforce consisting of:

- Licensed herbicide applicators (FDACS-certified)
- Equipment operators experienced in mechanical vegetation removal
- Field technicians trained in invasive species identification and control
- Personnel experienced in working in environmentally sensitive areas

Field crews are deployed based on project needs and can be scaled to meet workload demands, ensuring timely response and efficient completion of all assigned tasks.

Staffing Approach

Bio-Tech Consulting's staffing model is structured to provide:

- Executive oversight for quality and compliance
- Dedicated operational management for coordination and scheduling
- Experienced field supervision for on-site execution
- Sufficient crew capacity to perform multiple task orders concurrently

This approach ensures that all work is performed safely, efficiently, and in full accordance with the requirements of Hernando County.

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

April 14, 2026

(date)

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

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

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

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

No ☒ Yes ☐

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

Bidder:

john@bio-techconsulting.com

(Email address)

3025 East South Street Orlando, FL. 32803

(Address)

(407) 894-5969

(Phone)

(407) 894-5970

(Fax)

John Miklos

(Print name)

President

(Print title)

74-3101893

(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
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			

NOT APPLICABLE

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.

5.3 EXECUTION PLAN

26 - T 01215 / GB • 04/14/26

PROJECT UNDERSTANDING

Bio-Tech Consulting understands that the objective of this contract is the safe, effective, and repeatable removal and control of invasive plant species, specifically including Brazilian pepper, Australian pine, and lead tree, along with regulated mangrove trimming, across Hernando County properties on an as-needed basis.

Work will be performed in a manner that:

- Ensures complete removal and long-term control
- Prevents re-growth and spread
- Protects native vegetation and adjacent resources
- Complies fully with FDEP, FDACS, and all applicable regulations

Approach to Invasive Species Removal

1. Site Assessment & Mobilization

- Review County work order and confirm site conditions
- Deploy appropriate crew size, equipment, and herbicide systems based on site conditions
- Conduct field verification of:
 - Target species
 - Site access constraints
 - Sensitive resources (wetlands, desirable vegetation, utilities)

2. Mechanical Removal (Cutting Operations)

All invasive vegetation will be removed using industry-standard mechanical methods:

- Trees and woody vegetation will be cut to 2–4 inches above ground level (per specification)
- Cutting will be performed using:
 - Chainsaws
 - Brush cutters
 - Hand tools (as appropriate for site conditions)

Care will be taken to:

- Avoid damage to non-target vegetation
 - Maintain site stability
 - Minimize disturbance in sensitive areas
-

3. Herbicide Application (Stump Treatment Method)

Immediately following cutting, all stumps will be treated using a cut-stump herbicide application method to prevent re-growth.

Primary Herbicide:

- Garlon® 3A (Triclopyr amine)

Application Method:

- Applied directly to the freshly cut cambium layer
- Applied using low-pressure, targeted application tools (spray bottles or backpack systems)

Application Rates (per specification):

- Brazilian Pepper: 50% solution
- Australian Pine / Lead Tree: 100% solution (undiluted)

Best Practices:

- Herbicide applied immediately after cutting to maximize effectiveness
 - Avoid application during rainfall events or high wind conditions
 - Ensure no off-target drift or runoff
-

Mangrove Trimming (Regulated Work)

All mangrove trimming activities will be performed in strict accordance with:

- Florida Mangrove Trimming and Preservation Act (F.S. 403.9321–403.9334)
- Applicable FDEP regulations

Mangrove trimming will:

- Be conducted by qualified personnel meeting Professional Mangrove Trimmer (PMT) requirements
 - Follow permitted trimming limits and methods
 - Avoid over-trimming, root disturbance, or ecological damage
-

Debris Handling & Disposal

All removed vegetation and debris will be:

- Collected and staged in a controlled manner
- Loaded and transported off-site daily

Disposed of at:

- Northwest Solid Waste Management Facility (Brooksville, FL)

Additional controls:

- Prevent spread of invasive seeds or fragments
 - Secure loads during transport
 - Provide dump tickets with each invoice
-

Site Protection & Environmental Controls

Bio-Tech Consulting implements strict environmental protection measures:

- No damage to desirable/native vegetation
- No herbicide contact outside target areas
- Compliance with all label requirements and regulations
- Implementation of erosion and disturbance controls where needed

In the event of any unintended impact:

- Immediate corrective action will be taken
 - Site restoration will be performed as required
-

Traffic Control & Safety (MOT)

Where required, Maintenance of Traffic (MOT) will include:

- Proper placement of cones, signage, and barriers
- Safe routing of pedestrians and vehicles
- Compliance with applicable safety standards

All field personnel will be equipped with:

- Required PPE
 - Safety training for vegetation management and herbicide application
-

Quality Control & Inspection

- All work will be internally inspected prior to completion
 - County will be notified within one (1) business day of completion for final inspection
 - Any deficiencies identified by the County will be:
 - Addressed promptly
 - Corrected at no additional cost
 - Sites will be monitored for re-growth, and follow-up treatment will be performed as needed to ensure effective long-term control of invasive species
-

Personnel & Equipment

Bio-Tech Consulting will provide:

- Licensed herbicide applicators (FDACS)
- Qualified mangrove trimming personnel
- Field crews experienced in invasive species management

Equipment includes:

- Chainsaws, brush cutters, and clearing tools
- Herbicide spray systems (truck-mounted, backpack, handheld)
- ATVs/UTVs and trucks for access and transport

Equipment and crews are allocated based on project location to ensure efficient mobilization and response.

Schedule & Responsiveness

- Work will be performed Monday through Friday, 7:00 AM – 5:00 PM, unless otherwise approved
 - Crews will mobilize promptly upon receipt of Notice to Proceed
 - Bio-Tech Consulting maintains the ability to:
 - Respond quickly to task orders
 - Scale crews as needed based on workload
-

Herbicide Manufacturer Data (Summary)

Garlon® 3A (Triclopyr Amine)

- Manufacturer: Corteva Agriscience
- Active Ingredient: Triclopyr, triethylamine salt (44.4%)
- Application Type: Cut-stump / basal treatment
- Target Use: Woody invasive plant species control
- Environmental Profile:
 - Low volatility
 - Minimal soil residual activity
 - Selective for broadleaf species

Safety & Compliance:

- Applied in accordance with EPA label requirements
- Handled by licensed applicators
- PPE used per manufacturer guidelines
-

(SDS and label documentation available upon request)



Summary

Bio-Tech Consulting's approach is designed to deliver:

- Complete and effective invasive species removal
- Regulatory compliance and environmental protection
- Reliable, repeatable performance across all County sites

Our combination of experienced personnel, specialized equipment, and proven methodologies ensures that all work will be completed safely, efficiently, and in full accordance with County expectations.

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 John Miklos 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 Bio-Tech Consulting, 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 John Miklos, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Bio-Tech Consulting, LLC.

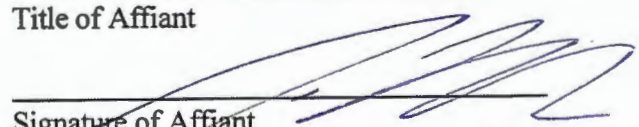
Name of Nongovernmental Entity

John Miklos

Printed Name of Affiant

President

Title of Affiant



04/14/2026

Date



ADDENDA REPORT
T No. 26-T01215/GB
Invasive Plant Species Removal and Related Services

RESPONSE DEADLINE: April 20, 2026 at 10:00 am

Friday, May 22, 2026

Addenda Issued:

Addendum #1

Mar 23, 2026 11:46 AM

Addendum #1

Attachments:

· [Addendum 1 26-T01215 Invasive Plant Species](#)

Addendum #2

Mar 24, 2026 4:43 PM

Addendum #2

Attachments:

· [Addendum 2 - 26-T01215 Invasive Plant Species](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Bio-Tech Consulting LLC	X	Apr 14, 2026 11:25 AM	Armando Hernandez
EarthBalance	X	Mar 30, 2026 10:56 AM	Tanya Lukowiak

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Bio-Tech Consulting LLC	X	Apr 14, 2026 11:25 AM	Armando Hernandez
EarthBalance	X	Mar 30, 2026 10:56 AM	Tanya Lukowiak