# SOLICITATION - OFFER - AWARD

SOLICITATION NO.: 22-T00032/TPR	SOLICITATION TITLE:  LOT MOWING AND	DATE ISSUED: JANUARY 26, 2022	CONTRACT NO.: 22-T00032/TPR
	TRASH/DEBRIS REMOVAL AND DISPOSAL SERVICES		7,74
HER Sto Joh	OF COUNTY COMMISSIONERS ENANDO COUNTY, FLORIDA eve Champion, Chairman an Allocco, Vice Chairman Warverud, Second Vice Chairman Wayne Dukes Jeff Holcomb	HERNANDO COUNTY PURCHAS 15470 FLIGHT PAT BROOKSVILLE, F  Toni Brad Chief Procurement Office of Management and	SING AND CONTRACTS TH DRIVE TL 34604  y nt Officer
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# SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604, UNTIL 3:00 P.M., LOCAL TIME ON MARCH 2, 2022. 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, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 AT 3:00 P.M. ON MARCH 2, 2022. PURSUANT TO FS 119.071 (Current Edition), 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. TOTAL AMOUNT QTY UNIT **UNIT PRICE** ITEM NO. DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT FOR PROVIDING LOT MOWING AND TRASH/DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HERNANDO COUNTY CODE \$ 1980 -XXXXXXX XXXX XXXX ENFORCEMENT DEPARTMENT. SUBMIT PRICING ON BID FORM IN SECTION VI PLEASE SUBMIT TWO (2) ORIGINAL SIGNED DOCUMENTS. (SEE ATTACHED SPECIFICATIONS)

# 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 % 20 CALENDAR DAYS CALENDAR DAYS DISCOUNT FOR PROMPT PAYMENT: % 10 CALENDAR DAYS NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: INFORMATION OFFER DATE BIDDER'S SIGNATURE Black wood 3-1-22 34774

# AWARD

8835

Fax Number

hone Number

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: January 18, 2022	LR NO.: 2022-0028-01	BY: Kyle	J. Benda
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:		ACCOUNTING CODE:
SUBMIT INVOICES TO:  HERNANDO COUNTY  CODE ENFORCEMENT DEPARTMENT	NAME AND TITLE OF PERSON AUTHORIZ FOR THE COUNTY:		SIGN ACCEPTANCE AND AWARD
789 PROVIDENCE BOULEVARD BROOKSVILLE, FL 34601	Steve Champion, Chairn	nan	AWARD DATE:

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ISSUE DATE: January 26, 2022

#### 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. 22-T00032/TPR

### FOR

#### LOT MOWING AND TRASH/DEBRIS REMOVAL AND DISPOSAL SERVICES

Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in lot mowing and trash/debris removal and disposal services.

Sealed Bid offers as two (2) originals for furnishing the above will be received and accepted up to 3:00 PM (local time), March 2, 2022, in the Hernando County Purchasing and Contract's office. Bids shall be plainly marked on the outside of a sealed envelope/container with: Bidder's Name, Address, and Bid Name and Bid Number. Bids are to be submitted to:

#### Physical Address:

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

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

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

Purchasing and Contracts Department will post addenda on Bid Net at <a href="www.bidnetdirect.com">www.bidnetdirect.com</a> to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the Bid Net at <a href="www.bidnetdirect.com">www.bidnetdirect.com</a> to ensure that they are aware of all Addenda issued relative to this solicitation.

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

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY

TONI BRADY

CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

## NOTICE TO BIDDERS

To ensure that your Bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Tonya Parker-Rimes, Contract Compliance Officer, Purchasing and Contracts Department, at (352) 754-4020 or email at <a href="mailto:purchasing@hernandocounty.us">purchasing@hernandocounty.us</a>.

### SECTION II - SOLICITATION INSTRUCTIONS

- 1. <u>DEFINITION OF TERMS</u>: Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:
  - **1.1. BIDDER:** The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a Bid to the County in response to this solicitation.
  - **1.2. CONTRACT:** The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
  - **1.3. COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
  - 1.4. MODIFICATION/AMENDMENT/CHANGE ORDER: Shall mean the written order to the Vendor/Contactor 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 Documents or an adjustment in the Contract Price issued after Contract award.
  - 1.5. OWNER: Hernando County Board of County Commissioners (County).
  - **1.6. VENDOR/CONTRACTOR:** The Bidder awarded a Contract by the County for the furnishing of goods or services.

### 2. AVAILABILITY OF BIDDING DOCUMENTS:

- 2.1. Interested firms may secure Bid documents, plans, drawings, site locations, and other pertinent information by visiting the website of <a href="www.bidnetdirect.com">www.bidnetdirect.com</a>. For additional information please contact the Hernando County Board of County Commissioners, Purchasing and Contracts Department at (352) 754-4020 or by calling Bid Net at (800) 835-4603.
- 3. PREPARATION OF BID: To ensure acceptance of your Bid, please follow these instructions:
  - 3.1. Interested firms are to submit two (2) original Bid responses. All Bid sheets including this form must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's Name, Address, and Bid Name and Bid Number. All Bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.

### Submit bids to:

Hernando County Purchasing and Contracts Department 15470 Flight Path Drive Brooksville, Florida 34604 BID NUMBER (ITB NO. 22-T00032/TPR)

- 3.2. The responsibility for delivering the Bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by the U.S. Postal Services, any courier system, or any other occurrence.
- 3.3. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after Bid opening.
- **3.4.** Bids must contain a manual signature of an authorized representative of the company. Telegraphic or facsimile Bids **will not be accepted**.
- 3.5. It is the Bidder's responsibility to assure that the Bid is delivered at the proper time and location. Bids which are received after the Bid opening time will be returned unopened to the Bidder.

- 3.6. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instruction to satisfy themselves of conditions affecting submission of their Bid and the terms and cost of performing the Contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a Bid for the work is prima facie evidence he/she (they) have conducted such examinations.
- 3.7. No material, labor, or facilities will be furnished by the County unless specifically stated.
- 3.8. Blank spaces in the Bid must be properly filled in and the phraseology of the Bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a Bid shall render irregular and may cause the response to be found non-responsive and subject to rejection.
- 3.9. No responsibility shall attach to Hernando County, the Clerk of Circuit Court, or any official or employee thereof, for the pre-opening of, post opening of, or failure to open, a Bid not properly addressed and identified.

### 4. TIMETABLE:

Date of Distribution: January 26, 2022
Mandatory Pre-Bid/Site Visit: Not Applicable

Last Date of Inquiries: February 11, 2022, at 5:00 p.m.
Bids Due: March 2, 2022, at 3:00 p.m.

- 5. MANDATORY PRE-BID CONFERENCE: Not Applicable
- 6. <u>BID OPENING</u>: Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 (Current Edition) Sealed Bids, Proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, Proposals, or final replies whichever is earlier.
- 7. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS: To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the Bid process, except as provided below:
  - **7.1.** All questions relative to interpretation of the specifications or the Bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the Bids.
  - 7.2. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the <a href="www.bidnetdirect.com">www.bidnetdirect.com</a>. Oral answers will not be authoritative.
  - **7.3.** It will be the responsibility of the Bidder to visit <a href="www.bidnetdirect.com">www.bidnetdirect.com</a> to ensure they are aware of all Addenda issued for this solicitation.
  - **7.4.** Questions must be submitted via e-mail to <u>purchasing@hernandocounty.us</u> or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the Bid documents.
  - **7.5.** All Addenda must be acknowledged by signing and submitted with the Bid. Failure to acknowledge any Addenda may render the Vendor/Contractor's Bid as non-responsive and subject to rejection.

- 8. <u>COMMUNICATION</u>: There shall be no communication between the Vendor/Contractor, their employees or Sub-Contractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing and Contracts Department. Any attempt to communicate with any County Representative outside the Purchasing and Contracts Department will be considered a violation of the Purchasing Policy and may result in the rejection of your Bid.
- 9. <u>WITHDRAWAL OF BIDS</u>: Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.
- 10. <u>BID PROTESTS</u>: Any Bidder who protests the Bid specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code (Current Edition), and applicable provisions in Section 120.57, F.S. (Current Edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition). Failure to file a protest within the time prescribed in section 120.57(3), F.S. (current edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S. (current edition).

### SECTION III - GENERAL CONDITIONS

### 11. CONTRACT PERIOD:

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

### 12. BID PRICE/SUBMITTAL REQUIREMENTS:

- **12.1.** The prices Bid shall remain firm during the period of the Contract. The prices Bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price Bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- **12.2.** Unless otherwise stated, the prices Bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

- 12.3. The Bidder hereby certifies that this Bid is made without prior understanding, Agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby 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.
- **12.4.** Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- **12.5.** The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a Contract with the State of Florida or any of its agencies.
- 12.6. <u>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</u>. Failure to submit these forms may render its Bid as non-responsive.

### 13. QUALIFICATION OF BIDDERS:

- **13.1.** 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 his/her Bid:
  - 13.1.1. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of Contract, names, addresses, telephone numbers and email addresses of owners by completing the reference sheets attached in Section VII. These references must be for work performed within the past three (3) years.
  - **13.1.2.** List of equipment and facilities available to do work.
  - **13.1.3.** List of personnel, by name and title, contemplated to perform the work.
  - **13.1.4.** Failure to submit this information may be cause for rejection of your Bid.

### 14. BID EVALUATION AND AWARD:

- 14.1. 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.
- 14.2. Award shall be made on an "All-or-None Total Offer" basis to the lowest, responsive, and responsible Bidder. It is the intention of the County to award a primary and secondary Vendor/Contractor (see Paragraph 70). However, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance. Failure to provide a price for all areas upon the Bid Form may deem the Bidder's response non-responsive.
- 14.3. 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.
- **14.4.** The County shall be the sole judge as to the relative merits of the Bids received.

- 14.5. If a separate written Contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.
- **14.6.** Discounts for payments within less than twenty (20) days will not be considered in evaluation of Bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

### 15. LOCAL PREFERENCE:

15.1. Purpose and Findings: These provisions apply to purchases using Formal Bid, 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.

### 15.2. Application:

- 15.2.1. In Bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:
  - 15.2.1.1. 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 \$35,000.00, or
  - 15.2.1.2. Three percent (3%) if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.
- **15.2.2.** 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.
- 15.2.3. 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.

### 15.3. Definitions:

- 15.3.1. 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.
- **15.3.2.** 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:

- **15.3.2.1.** A physical business and location address.
- **15.3.2.2.** Proof of payment of real property tax due to Hernando County.
- **15.3.2.3.** A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
- **15.3.2.4.** Any additional information necessary to verify Local Vendor status.
- 15.4. <u>Competitive Bids/Quotes</u>: 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.

### 15.5. Exemptions:

- 15.5.1. 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.
- **15.5.2.** Purchases with any sole source supplier for supplies, materials, or other equipment.
- **15.5.3.** Purchases made through cooperative purchasing arrangements utilized by the Purchasing and Contracts Department as identified in the Purchasing Policy.
- **15.5.4.** 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.
- 15.5.5. Purchases with an estimated cost of less than \$10,000.00 or less.
- **15.6.** <u>Appeal</u>: If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.
- **16.** <u>HOURS</u>: Work may be performed between the hours of 7:000 a.m. to 7:00 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.
- 17. <u>WARRANTIES</u>: The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

### 18. DELIVERY AND ACCEPTANCE:

- **18.1.** The County will order services by issuance of a Hernando County Numbered Purchase Order (PO). Each Purchase Order will specify the Scope of Work, Location and Date(s) for service required.
- 18.2. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet Bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.

- **18.3.** Unless otherwise specified, services shall be performed as described in these Contract documents.
- **18.4.** Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the Certification of Insurance, and any other required documents/certificates as specified by these Contract documents.
- 19. <u>REJECTION OF BID</u>: 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 Bidder/Contractor shall not be qualified to bid when an investigation by the Chief Procurement Officer finds the Bidder/Contractor delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.
- 20. MINOR INFORMALITIES AND IRREGULARITIES: Hernando County has the right to waive minor defects or variations of a Bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the Bid for Hernando County to properly evaluate the Bid, Hernando County has the sole right to require such additional information as it may deem necessary after the time set for receipt of Bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the 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.
- 21. NON-EXCLUSIVE CONTRACT: Award of a Contract resulting from this Bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the Contract period. This is not an exclusive Contract. The County specifically reserves the right to Contract with another company for similar work if it deems such action to be in the County's best interest.

### 22. NON-PERFORMANCE:

- **22.1.** Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
  - 22.1.1. 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 (CPO) 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.
- 23. <u>ASSIGNMENT</u>: The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.
- 24. PUBLIC ENTITY CRIMES: Any person submitting a Bid or Proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Bidders must complete and return with its Bid the Sworn Statement to Public Entity Crimes Form attached in these Bid documents.
- 25. <u>LICENSES AND PERMITS</u>: Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any

and all licenses and permits required to complete this Contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.

- 26. LAWS, REGULATIONS, PERMITS AND TAXES: Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. The County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.
- 27. 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 (CPO) 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 \$35,000.00 (cap) will be approved by the CPO or its designee. Once the \$35,000.00 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 Contractor and County (subject to approval by the CPO and/or Board of County Commissioner as applicable) shall the 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 CPO or Board of County Commissioners (as approvable) and,
  - b) It is the 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.

### 28. TAXES:

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

Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2019 – expiring on 1/31/2024.

- 28.2. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).
- 29. 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 he/she/it is 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 his/her/its 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 he/she/it is bidding on, and will be required to furnish goods identical to the Bid standard as specified.

30. 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.

### 31. TERMINATION:

### 31.1. Termination for Default:

- 31.1.1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
  - 31.1.1.1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
  - 31.1.1.2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
  - 31.1.1.3. Make progress so as to endanger performance of this Contract.
  - 31.1.1.4. Perform any of the other provisions of this Contract.
- 31.1.2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action 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 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.
- 31.1.3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
  - 31.1.3.1. Stop work on the date and to the extent specified.
  - 31.1.3.2. Terminate and settle all orders and Sub-Contracts relating to the performance of the terminated work.
  - 31.1.3.3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

- **31.1.3.4.** Continue and complete all parts of that work that have not been terminated.
- 31.1.4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- 31.2. <u>Termination for Convenience</u>: 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.
- **32.** FISCAL NON-FUNDING: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

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

- **33.1.** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.
- **33.2.** Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this Bid and subsequent Contract award.
- **34.** <u>CERTIFICATION OF INDEPENDENT PRICE DETERMINATION</u>: By submission of this Bid, the Bidder certifies, and in the case of a Joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:
  - **34.1.** The prices in this Bid have been arrived at independently, without consultation, collusion, communication, or Agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
  - 34.2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
- 35. 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.
- **36.** COMPETENCY OF BIDDERS: The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Bid.
- 37. 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 (Current Edition), Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE 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) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

### 38. PAYMENT:

**38.1.** Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to:

# HERNANDO COUNTY CODE ENFORCEMENT DEPARTMENT 789 PROVIDENCE BOULEVARD BROOKSVILLE, FL 34601

- **38.2.** Each invoice shall give a detailed breakdown of the services provided.
- **38.3.** The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.
- **38.4.** Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- 38.5. 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.

### 39. CONFLICT OF INTEREST:

- 39.1. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, 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.
- **39.2.** <u>Employee Conflict of Interest</u>: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:
  - 39.2.1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or
  - 39.2.2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or
  - 39.2.3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- 39.3. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the Bid submission.

### 40. GRATUITIES AND KICKBACKS:

- 40.1. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, 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 therefore.
- **40.2.** <u>Kickbacks</u>: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

### 41. E-VERIFY:

41.1. Vendor/Contractor is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and

warrants (a) that the Vendor/Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

- 41.2. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Vendor/Contractor unless such an allegation has been determined to be factual by 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.
- **41.3.** Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
  - 41.3.1. The County's Purchasing and Contracts Department at (352) 754-4020: and
  - 41.3.2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- 41.4. 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.
- 41.5. Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its Agreements with Sub-Contractors:
  - 41.5.1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
  - 41.5.2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
  - 41.5.3. Establish a written hiring and employment eligibility verification policy.
  - 41.5.4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
  - 41.5.5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
  - 41.5.6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
  - 41.5.7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
  - 41.5.8. Establish a program to assess Sub-Contractors' 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 Sub-Contractor Agreements.

- 41.5.9. Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- 41.5.10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- 41.5.11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- 41.5.12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.
- 42. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition): 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. 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 (Current Edition), as amended from time to time.

### 43. INSURANCE REQUIREMENTS:

### 43.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

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

### 43.1.2. PROTECTION OF PERSONS AND PROPERTY:

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

- 43.1.2.2. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.
- 43.2. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.
  - 43.2.1. WORKERS' COMPENSATION: As required by law:

STATE.......Statutory

APPLICABLE FEDERAL....Statutory

EMPLOYER'S LIABILITY...Minimum: \$100,000 each accident \$100,000 by employee

\$500,000 by employe

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 (Current Edition), 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/

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

#### COVERAGE AS FOLLOWS:

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

Per Project Aggregate (if applicable)

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

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

- 43.2.3. <u>ADDITIONAL INSURED:</u> 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." <u>Proof of Endorsement is required.</u>
- 43.2.4. WAIVER OF SUBROGATION: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Vendor/Contractor to enter into a



pre-loss Agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an Agreement on a pre-loss basis.

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

#### COVERAGE AS FOLLOWS:

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

# 43.2.6. [X] Not-Required TB (initials)

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

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

# 43.2.7. [X] Not-Required JB (initials)

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

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

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

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

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

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

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

# 43.2.8. [X] Not-Required TB (initials)

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

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

# 43.2.9. [X] Not-Required TT (initials)

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

**EXCESS/UMBRELLA LIABILITY**: Vendor/Contractor shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

# 43.2.10. [X] Not-Required TB (initials)

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

### POLLUTION LIABILITY

Include exposures of pesticides/insecticides and herbicides.

Limits as follows:

No less than \$1,000,000 Per Occurrence

\$1,000,000 Aggregate

\$5,000 Medical Payment

Additional Insured & Waiver of Subrogation required.

43.2.11. SUB-CONTRACTORS (if applicable): All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners Certificates of Insurance with the same limits required by the county as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

- 43.2.12. 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 to its poor financial condition or its failure to adhere to legal requirements.
- **43.3.** Each insurance policy shall include the following conditions by endorsement to the policy:
  - 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. The Certificate of Insurance shall provide a minimum thirty (30) day notice to the County of cancellation of the policy, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners
Attention: Human Resources/Risk Department
15470 Flight Path Drive
Brooksville, FL 34604

- 43.3.2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles as all are the sole responsibility and risk of Vendor/Contractor.
- 43.3.3. 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.
- 43.3.4. 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.
- **43.4.** The Vendor/Contractor shall be required to provide a current certificate of insurance to the County prior to commencement of services.
- **43.5.** 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.
- **43.6.** Failure of the owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Vendor/Contractor's obligation to maintain such insurance.

### 44. MINIMUM WAGE RATES:

- **44.1.** The Vendor/Contractor shall be required to pay his/her/its employees no less than the Federal Minimum Wage Rate.
- 44.2. If the Contract should be renewed, the Contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal Law Governing Wage Rates during the period of the Contract for labor-related costs only.

**44.3.** The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal Wage and Hour Law.

### 45. SAFETY PRECAUTIONS:

- **45.1.** The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this Contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- **45.2.** All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and Occupational Safety and Health Administration (OSHA) requirements.
- 46. RESPONSIVE/RESPONSIBLE: At the time of submitting a Bid response, 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.). 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 such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Bid/Contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contactor will in no way relieve his/her/its responsibility.
- 47. CONE OF SILENCE: This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or ciarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County 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 filled with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.
  - 47.1. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.
  - 47.2. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit Bids, or have submitted Bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disgualification from this project.



### 48. CLAIMS:

- **48.1.** <u>Chief Procurement Officer's Decision Required:</u> All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- 48.2. 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 Paragraph 57. 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).
- **48.3.** 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 of the following actions in writing:
  - 48.3.1. Deny the claim in whole or in part,
  - 48.3.2. Approve the claim, or
  - 48.3.3. 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.
- **48.4.** 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.
- **48.5.** 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 Paragraph 49 within thirty (30) days of such action or denial.

### 49. DISPUTE RESOLUTION:

- 49.1. 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.
- **49.2.** Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (30) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- **49.3.** If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Paragraph 48 shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
  - 49.3.1. Agrees with the other party to submit the claim to another dispute resolution process, or

January, 2022

**49.3.2.** Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

### SECTION IV - SPECIAL CONDITIONS

### 50. LICENSES AND PERMITS:

- **50.1.** 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 his/her/its designee.
- **50.2.** 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.
- **50.3.** Upon notification, Bidder shall provide copies of all applicable active and current licenses.
- **51.** PRE-AWARD MEETING: Within fourteen (14) days after receipt of notice of intent of award of Bid, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

### 52. PERFORMANCE:

- 52.1. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than ten (10) business days from receipt of the work order from the Code Enforcement Department. Bids which fail to meet this requirement shall be rejected.
  - If there is a delay in completing the full work order, Vendor/Contractor must contact the Code Enforcement representative after the completion of each property so it may be inspected by a Code Enforcement Officer, as time is of the essence for reinspections.
- **52.2.** Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the purchase order or Contract, and all other applicable remedies available to the County under state law.
- **52.3.** It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this Contract.
- 52.4. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this Contract, to pay the County the sum extended by the County to Contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.
- 52.5. The Vendor/Contractor shall, within three (3) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.
- 53. <u>CODES AND REGULATIONS</u>: The awarded Vendor/Contractor must strictly comply with all federal, state, and local building and safety codes.
- **54.** <u>DEBRIS</u>: Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this Contractual Service.

### 55. PROTECTION OF PROPERTY/SECURITY:

- 55.1. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- 55.2. 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 his agent.
- **56. PRICING:** 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.
- 57. PRICE ADJUSTMENT: Written request for price adjustments may be made every twelve (12) months, 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. For example, if annual adjustments may be requested under a three (3) year Contract and none is requested after the first two (2) years, the base period for an adjustment effective the third year shall be the beginning of the second year. 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.

### 58. CHANGES - SERVICE CONTRACTS:

- 58.1. The County may at any time by issuance of an executed change order make changes within the general scope of the Contract in any of the following areas:
  - 58.1.1. Description of services to be performed.
  - 53.1.2. Time of performance (i.e., hours of the day, days of the week, etc.).
  - 58.1.3. Place of performance of the services.
- 58.2. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the Change Order, the Vendor/Contractor shall commence performance of the work as specified.
- 58.3. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this Contract without an executed Change Order issued by the Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this Contract without an executed Change Order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.
- **59.** 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.
- 60. <u>CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER TERM CONTRACTS</u>: 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.

- 61. 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.
- 62. SITE DAIMAGE: The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, snrubs, 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.
- 63. EQUIPMENT LIST: Bidders shall submit with the Bid a listing of all equipment which Bidders will use in the performance of this Contract, including (as applicable) rolling stock, loaders, tractors, mowers, and any other specified equipment. The Vendor/Contractor is also required to indicate which equipment is companyowned. Failure to submit said equipment list may render Bidder's response non-responsive.
- **64.** FINAL SITE INSPECTON: Final inspection of each site by County staff will be performed within three (3) 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.

### SECTION V - SCOPE AND SPECIFICATIONS

- 65. CONFLICTING TERMS WITH SECTION V: In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) and any of the terms of Section V, the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) shall control.
- **66.** SCOPE OF WORK: The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish lot mowing and trash/debris removal and disposal services, as described in the specifications in Hernando County, Florida.
- 67. LOCATION OF THE WORK: The work to be performed in this Contract will be performed at various locations within Hernando County, Florida.
- 68. SITE(S) DESCRIPTION: The County may require lot mowing and trash/debris removal and disposal services be performed on various types of property such as unimproved lots and residential or commercial improved properties with high grass and/or trash and debris. Grass may be over three (3) feet tall, and trash/debris may consist of piles of tires, open pags of household trash or other items such as car parts, mobile home remnants, burned structure remnants, etc. This is not an inclusive list of items that may be found on site but rather broad examples. Some sites may only be accessible via a walk-through gate so appropriate equipment is required.
- **69.** <u>COMMUNICATION:</u> Phone calls and emails from the Code Enforcement Department to the Vendor/Contractor must be returned within twenty-four (24) hours.

- 70. PRIMARY AND SECONDARY VENDOR/CONTRACTORS: Work orders will be assigned in the following order:
  - 70.1. Work orders will be assigned to the primary Vendor/Contractor. The primary Vendor/Contractor shall notify the Code Enforcement Department within twenty-four (24) hours if they are unable to complete the work order within the timeframe required by these contract documents. Failure of the Vendor/Contractor to notify the Code Enforcement Department, may result in Termination for Default as stated in Paragraph 31.
  - 70.2. Should the primary Vendor/Contractor be unable to fill the work order, the Department shall submit the work order to the secondary awarded Vendor/Contractor. The secondary Vendor/Contractor shall adhere to the same requirements stated in this contract document.
- 71. <u>UNAVAILABILITY:</u> Vendor/Contractor must give the Code Enforcement Department two (2) weeks' notice if unavailable to accept work orders due to vacations, scheduling issues, etc.
- 72. INVOICES: Invoices must include the following-
  - Work Order Number
  - Purchase Order Number
  - Vendor/Contractor Number assigned by the County
  - Code Enforcement Department Case Number (found on Work Order)
  - Date property mowed/cleaned
  - Property Key Number (found on Work Order)
  - Property Address, if vacant list street name
  - If green posting card is still at property when Vendor/Contractor arrives, remove it, and return to Code Enforcement Department with invoice

<u>NOTE:</u> Work must be invoiced within ten (10) business days of completion. If Vendor/Contractor has fallen behind, Vendor/Contractor must notify the County representative in the Code Enforcement Department as soon as each job is completed so a Code Enforcement Officer can reinspect for approval.

73. TECHNICAL SPECIFICATIONS: Pursuant to Hernando County Ordinance Chapter 15, Article V, Section 15-163 Prohibited Conditions (Exhibit 1 attached).

### 73.1. MOWING REQUIREMENTS:

- 73.1.1. Mowing height, for both vacant and improved lots, shall be three (3) inches. In circumstances where fields with field grasses must be bush hogged, the area should be bush hogged as short as possible.
- 73.1.2. Vendor/Contractor is not required to trim/weed eat around the perimeter or yard decorations. Trimming is only required when an area is not accessible by mower, or a mower cannot perform the cutting.
- 73.1.3. Grass trimmings are only required to be removed or blown off paved areas such as driveways, sidewalks, and the street.
- 73.2. DISPOSAL REQUIREMENTS: Vendor/Contractor shall dispose of all trash/debris at the Hernando County Northwest Waste Management Facility and shall submit a copy of the weight slip and dump charges attached to the invoice as proof of compliance. Each property must have an individual weigh slip and dump charges. Loads for multiple properties cannot be combined.
- 73.3. <u>EQUIPMENT REQUIREMENTS:</u> Equipment required to perform services must meet the following minimum specifications



- January, 2022
- 73.3.1. Mowing equipment shall include a bush hog or tractor capable of mowing heavy underbrush, thick fennel, etc. A bush hog and commercial mower are mandatory and required for this job. This requirement is non-negotiable.
- 73.3.2. Truck or trailer capacity to haul at least 1,000 pounds of trash and debris.
- 73.3.3. Equipment must be in good repair and shall be maintained during contract term.
- 73.3.4. The County has the right to inspect equipment for conformity with specifications.
- 73.3.5. A cell phone number must be provided to the Department to maintain timely communication. The Contractor shall come to the office to pick up the work order.
- 73.3.6. Selected Vendor/Contractor must schedule to meet with the Code Enforcement Department to allow for inspection of equipment prior to Intent to Award being issued for this Contract.
- **73.4.** SAFETY: The Vendor shall be responsible for the provision of adequate and proper safety precautions in conjunction with all services provided under this contract.

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

## SECTION VI - BID FORM

### ITB NO. 22-T00032/TPR

### LOT MOWING AND TRASH/DEBRIS REMOVAL AND DISPOSAL 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.

PART I - LOT MOWING (as needed basis only)

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL AMOUNT	ESTIMATED 3 YEAR AMOUNT (ESTIMATED ANNUAL AMOUNT X 3)	
1	Lots of less than a 1/4 acre	per lot	\$ 65 00	195 9	
2	Lots of 1/4 acre to 1 acre	per lot	\$ 120 -00	360 =	
3	Lots of more than 1 acre	per acre	\$ 150 00	450 50	

PART I SUB-TOTAL: \$335 00 1005

PART II - TRASH/DEBRIS REMOVAL AND DISPOSAL (as needed basis only)

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL AMOUNT	ESTIMATED 3 YEAR AMOUNT (ESTIMATED ANNUAL AMOUNT X 3)
1	250 lbs. or less	per load	8, 75 00	225 01
2	251 lbs. to 500 lbs.	per load	\$ 100	300 00
3	501 lbs. to 1,000 lbs.	per load	\$ 150 00	450 9

PART II SUB-TOTAL: \$325 \$4975 ANNUAL BASE BID (including Parts I - II): \$660 TOTAL THREE-YEAR BASE BID (including Parts I - II: \$1980 TOTAL THREE-YEAR BASE BID (in words): ninteen hundred Jeighty dollars

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

Joseph Fannin	owner	
CONTACT PERSON	TITLE	

# SECTION VI - BID FORM (continued)

### ITB NO. 22-T00032/TPR

### LOT MOWING AND TRASH/DEBRIS REMOVAL AND DISPOSAL SERVICES

JDMF 11c		Marie Contraction of the Contrac
COMPANY NAME		AUTHORIZED SIGNATURE
1901 Blackwood MAILING ADDRESS	Ave	
MAILING ADDRESS		
Gotha FL	34734	
CITY, STATE, ZIP CODE		
352 272 8835 TELEPHONE NUMBER	N/A	Janfile 28 @ Gmail.com EMAIL ADDRESS
TELEPHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
Joseph Fonnih		owner
CONTACT DEDSON		TITLE

Inquiries regarding this Invitation for bid may be directed to Tonya Parker-Rimes, Contract Compliance Officer, at telephone number 352-754-4020 or email purchasing@hernandocounty.us.

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

### ATTACHMENT 1

### STATEMENT OF NO BID

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

**Hernando County** Purchasing and Contracts Department 15470 Flight Path Drive Brooksville, FL 34604 We, the undersigned, have declined to submit a proposal on: Reason: \_\_\_\_\_ Specifications too tight, geared toward one brand or manufacturer (explain below) \_\_\_\_Insufficient time to respond. \_\_\_\_\_ Specifications unclear (explain below) \_\_\_\_ We do not offer this product/services. Our present schedule does not permit us to perform. Unable to meet specifications or provide services. Remarks: We understand that if this Statement of No Bid is not executed and returned, our name may be deleted from the list of qualified Bidders. COMPANY NAME: ADDRESS:

PHONE:

SIGNATURE: TITLE:

### ATTACHMENT 2

# DRUG FREE WORKPLACE CERTIFICATE

	indersigned, in accordance with Florida Statute 287.087 (Current Edition), hereby certify that, or type name of firm)
<b>A</b>	Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
>	Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
>	Gives each employee engaged in providing commodities or contractual services that are under
	proposal a copy of the statement specified above.
A	Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida of the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
A	Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance of rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
>	Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
A	"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".
	Authorized Signature
State	Date Signed
State	i. Tigrica
	to and subscribed before me this 2nd day of March , 2022
	to and subscribed before me this day of March, 2022  nally known or Produced Identification Florida Driver Cissose
/	(Specify Type of Identification)
Signat	ure of Notary William Collins William Notary Public State of Florida Alexas Lynn Gathercole

This document must be completed and returned with your Submittal.

My Commission Expires: @9-19-2624

### ATTACHMENT 3

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

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret Agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion. , \* being first duly sworn, deposes and says that het (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation. STATE OF Florida day of March 2022 The foregoing instrument was acknowledged before me this by \_\_\_\_\_\_\_, who is personally known to me or who has produced as identification and who did take an oath. Notary Public State of Florida Alexus Lynn Gathercole My Commission HH 012502 Notary Public: My Commission Expires: QQ -19-2624

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

This document must be completed and returned with your Submittal.

### **ATTACHMENT 4**

# SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), (CURRENT EDITION) FLORIDA STATUTES, IN PUBLIC ENTITY CRIMES

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

_			Count	y of Hernando				
<u></u>	У	loseph	Fana [print indiv	م/ہ idual's name ar	ond title]	uncp		
fo	or	J D r	MP //c	y submitting sw	orn stater	mentl		
who	se busir			Blackwood		00.70.7 <u>1</u> // 0.5	F1 347	34
(If th	he entity	has no FE		Identification Nathe Social Sec				
I un Stat subc or C subc	tutes (Cu division Contract division	d that a "p urrent Edition of any other for goods of of any other	on), means a State or of the or services to er state or	crime" as defi violation of an he United State be provided to of the United S	y public e s, includir o any pub States and	ntity or with ng, but not lii lic entity or d involving	an agency omited to, any an agency of antitrust, fra	or polit Propo or polit
I un Stat or w brou	iderstand tutes (Cu vithout a ught by	d that <i>"conv</i> urrent Edition n adjudication indictment o	victed" or "con), means a con of guilt, in or information	spiracy, or mat conviction" as de finding of guilt any federal or n after July 1, blo contendere.	efined in F or a convi state trial 1989, as	Paragraph 2 iction of a process of the court of recourt of the court of recourt of the court of	287.133 (1)(b ublic entity co ord relating to	rime, v
Lund		d that an "af		ined in Paragra		33 (1)(a), Flo	orida Statutes	s (Cur
a. b.	A property And A property A property And A property A p	edecessor of entity under entity and vides those abers, and a line person ing of equiparm's length her person, been convi	the control who has bee officers, di agents who a of shares of ment or inc Agreemen A person w oted of a pu	of a person conformation of any natural person convicted of rectors, executive active in the constituting a come among pert, shall be a perhological price of an affiliate ered an affiliate	person where a public gives, partices, partice	o is active in entity crime thers, sharenent of an affinterest in en not for face case that a joint vent	in the manage. The term eholders, en ffiliate. The canother per another per ir market value one persor ure with a pe	gemer "affilian mployed where son, of lue ur n conterson were
	derstan	d that a "pe	rson" as def	ned in Paragra nor entity organ	ph 287.13			

United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation 6. to the entity submitting this sworn statement: [indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the mahagement of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of

a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

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

STATE OF FLORIDA

COUNTY OF Hecacolo

PERSONALLY APPEARED BEFORE ME, the undersigned authority

\_\_\_\_who, after first being

[Name of Individual Signing]

sworn by me, affixed his signature in the space provided above on this

day of March

My commission expires: \_ D9-19-2624

This document must be completed and returned with your Submittal.

Vendor's Initials:

Notary Public State of Florida Alexus Lynn Gathercole

My Commission HH 012502

### ATTACHMENT 5

# **AUTHORIZED SIGNATURES/NEGOTIATORS**

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

Name Joseph Fannin	Title Ource	Phone No. 352 272 8833
	-	
Signalure)		
	_	
Name of Business)		
The Vendor/Contractor shall con	nplete and submit the followi	ing information with its Bid or Proposal:
Type of Organization		
Sole Proprietorship	Partnership	
Joint Venture	Corporation	
State of Incorporation:	FL	
Federal I.D. is 32 - 04	70387	
	10307	

This document must be completed and returned with your Submittal.

## ATTACHMENT 6

# VENDOR REGISTRATION HERNANDO COUNTY, FL

( ) Partnership ( ) Sole Proprietorship ( ) Other	lain)
PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEI  Firm Name	
Mailing Address: 1901 Blackwood Ave  City Gotho State FL Zip 347  Telephone No. 352 272 8835 Fax No. n/A	EN RECEIVED.
City         Gotho         State         FL         Zip         347           Telephone No.         352         272         8835         Fax No.         n/a	
Telephone No. 352 272 8835 Fax No. <i>n/A</i>	
	734
Web Address: N/A EMail: Jdn8 Ile 28 (	
	2) Gmail. com
Commodity or Service Supply:	
If remittance address is different from the mailing address so indicate b	pelow.
Firm Name:	
Mailing Address:	
CityStateZip	
An ACH electronic payment method is offered as an alternative to a paphysical check.  ( ✓) Please check this box if you accept the ACH electronic paymer (Recommended and Preferred)	
Signature:	
Name & Title Printed: Joseph Fannin Ou	rh <i>CO</i> ur Submittal

## ATTACHMENT 7

# 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 Joseph Fannh owner [Print individual's name and title]
	by Joseph Fannh owner [Print individual's name and title]  for JDMF 11c Joseph Fannh [Print name of Company/Individual submitting sworn statement]
	Whose business address is 1901 Blackwood Are Gotla Fl 34734
	(If applicable) its Federal Employer Identification Number (FEIN) is 32-0470387
	(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement) : $\pm$
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?YESNO
	B. Proof of Real Property Tax Submitted with Affidavit: YESNO
	C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YESNO X
CONT	PERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND PRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO ITY.
	[Date]
STAT	E OF FLORIDA ITY OF Herocodo
PERS first be 20	ONALLY APPEARED BEFORE IME, the undersigned authority Soseph famine who, after sing Sworn by me, affixed his signature in the space provided above on this 2nd Day of much.  NOTARY PUBLICY  Who, after supplied to the space provided above on this 2nd Day of much.
	My commission expires: 09-19-2020 Notary Public State of Florida Alexus Lynn Gathercole My Commission HH 012502
	nally Known or Produced Identification of Identification Produced Floride Ociver Clarese

#### ATTACHMENT 8

# **E-VERIFY CERTIFICATION**

	Project No(s):
Project D	Description:
Vendor/0	Contractor acknowledges and agrees to the following:
	Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, dance with the terms governing use of the system, to confirm the employment of:
	All persons employed by the Vendor/Contractor during the term of the Contract to

This document must be completed and returned with your Submittal.

Authorized Signature:

Print Name: Joseph Fanni

Title: Owher

Vendor's Initials:

Date: 3-1-22

#### **ATTACHMENT 9**

#### REFERENCES

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

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

FIRM NAME AND ADDRESS		
	.,,	
	See attachment	
CONTACT PERSON	) c o o o o o o o o o o o o o o o o o o	
EMAIL ADDRESS		
TELEPHONE NUMBER		
FAX NUMBER		
CONTRACT NUMBER		
CONTRACT DATE(S)		
FIRM NAME AND ADDRESS		-
This will the fire of the fire		
CONTACT DEDCOM		
CONTACT PERSON		
EMAIL ADDRESS		
TELEPHONE NUMBER		
FAX NUMBER		
CONTRACT NUMBER		
CONTRACT DATE(S)		
FIRM NAME AND ADDRESS		
CONTACT PERSON		
EMAIL ADDRESS		
TELEPHONE NUMBER		
FAX NUMBER		
CONTRACT NUMBER		
CONTRACT DATE(S)		
10:na = 1/-		
JOMF 11c		>
Company Name	Authorized Signature	

This document must be completed and returned with your Submittal.

#### **ATTACHMENT 10**

#### **EQUIPMENT LISTING**

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

DESCRIPTION	COMPAN	IY-OWNED?	
see attach unt	YES	NO	
	YES	NO	
JDM F //c DDER'S COMPANY NAME	Joseph	Fannih	owner
701 Black wood Ave	352 TELEPHO	272 8835 ONE NO. – FAX NO.	
Gotta FL 34734 TY, STATE AND ZIP CODE	Johnst	16 28 @ Grant	1.com
TY, STATE AND ZIP CODE	EMAIL A	DDRESS	-

This document must be completed and returned with your Submittal.

ials:

#### **ATTACHMENT 11**

# HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

/her knowledge:
or, Associate or Member of the BusinessEntity a former last two (2) years? No Yes
or, Associate or Member of the BusinessEntity a Relative at Hernando County Employee that had or will have any ntract Authorization? No Yes
uestions is "Yes", complete the "Relatives and Former d Signatures" table (Part A and/or Part B, as applicable).
1901 Blackwood Ave Gotha F1 34734 (Address)
352 272 8835 (Phone)
(Fax)
1

This document must be completed and returned with your Submittal.

3-1-22

# ATTACHMENT 11 (continued)

Relatives and Former Hernando County Employees Part A: Employees that left Hernando County in the la			
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			

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

ernando County emplo 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 Procuremen

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

for this Procurement? No Yes

This document must be completed and returned with your Submittal.



## **ATTACHMENT 12**

# VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Respondent Vendor Name:JDMF_IIC				
Vendor/Contractor FEIN: 32 04 70 387				
Vendor/Contractor's Authorized Representative Nam				
Address: 1901 Block wood Ave				
City: <u>Gotha</u>	State:	FI	Zip:	34734
Phone Number: 352 272 8835				
Email Address: Jamf 11c 28 @ Gunil.com				
Scrutinized Companies with Activities in the Iran Petrol F.S. (Current Edition), or the Scrutinized Companies the Edition), or companies that are engaged in a boycott of Syria.	at Boycott Is	rael list, create	d pursuant to s.	215.4725 F.S. (Current
As the person authorized to sign on behalf of Responder entitled "Respondent Vendor Name" is not listed on entitled "Respondent Vendor Name" is not listed on entitled Companies with Activities in the Iran Petrolescal list. I further certify that the company is not engular 287.135 (Current Edition), Florida Statutes, the submission attorney's fees, and/or costs and does not have business.	ther the Scrueum Energy aged in a bo sion of a fals	utinized Compa Sector list, or to bycott of Israel. se certification	nies with Activi he Scrutinized C I understand t may subject con	ties in Sudan list or the Companies that Boycott hat pursuant to section
Certified by:				
who is authorized to sign on behalf of the above-refe	rence comp	any.		
Print Name and Title: Joseph Fanning		ower		
Data: 3-1-72				

This document must be completed and returned with your Submittal.

## ATTACHMENT 13

# ADDENDUM ACKNOWLEDGEMENT

(indicate number and da		t of the foll	owing adde	nda to the	Bla/Request	for Proposals
Addendum No/	Dated	Feb 15	- 2022			
Addendum No	Dated					
Addendum No	Dated					
Addendum No.	Dated			_		
FAILURE TO SUBMIT PRICING AND/OR SCOFOR REJECTION OF A DOMELL Company Name	OPE IS CONSII NY BID.	DERED A		REGULARI		
		VENDOR	SURVEY			
Please provide informati (mark all that apply):	on on where yo	ou received	the knowled	dge of the E	3id/Request fo	or Proposals
BIDNET DIRECT						
NEWSPAPER						
☐ PURCHASING AND	CONTRACTS	ADVERTIS	EMENT BO	DARD		
REFERRED BY:					4	
OTHER (PLEASE S	PECIFY):				900	

This document must be completed and returned with your Submittal.

# SECTION VIII - EXHIBITS

#### EXHIBIT A

Hernando County, Florida – Code of Ordinances Chapter 15 – Health and Sanitation Article V. – Property Maintenance

Sec. 15-163. - Prohibited conditions; exemptions.

- (a) Any accumulation of weed growth or grass excluding seed pods, to a height in excess of eighteen (18) inches high where such growth or accumulation increases the conditions leading to a haven or breeding place for snakes, rats, rodents or other vermin of like or similar character, or creates a breeding place for mosquitos, creates a fire hazard to adjacent properties or adversely affects or impairs the economic welfare of adjacent properties or creates a hazard at road intersections or rights-of-way within the county shall be declared a public code violation and is hereby prohibited. Dead, decaying, or living trees that pose an actual threat of damage to public property, rights-of-way, or utilities are hereby declared to be a public code violation. Said public code violations shall be unlawful in any unincorporated areas of the county. Prohibited conditions of this section shall apply to the various zoning districts in the following manner:
  - (1) Weed growth and the grass height provisions shall be applicable to all tracts or parcels of land to the extent the accumulation of weed growth and grass height lies within one hundred (100) feet of any improved property, with the exception of parcels that are zoned Agricultural, A/R, A/R1, A/R2, County 2.5, or Conservation, as those categories are defined in appendix A to the Hernando County Code.
  - (2) The weed growth and the grass height provisions shall not apply to parcels with natural vegetation which shall be defined as any parcel of land considered naturally vegetated if the parcel has not been cleared or mowed subsequent to January 17, 1984, except those lots mowed for the first time as a result of Ordinance 95-17.
- (b) It shall be unlawful for any owner or occupant of property to permit or maintain, or for any person to cause, an accumulation of rubbish, waste, trash, or debris, decaying vegetative matter, exposed salvageable material or other manmade materials upon any lot, tract, or parcel of land where the effect of such accumulation is to cause or create:
  - (1) An actual or potential haven or breeding place for snakes, rats, rodents, or other vermin of like or similar character; or
  - (2) An actual or potential breeding place for mosquitos; or
  - (3) A fire hazard to adjacent properties; or
  - (4) An adverse effect on or impairment of the economic welfare of adjacent properties; or
  - (5) A hazard to traffic at road intersections or rights-of-way within the county; or
  - (6) A nuisance as defined by law, or other unsanitary condition; or
  - (7) A visual nuisance or other unsightly condition visible from adjoining public or private property.

Provided nowever, that paragraphs (4) and (7) shall not apply to generally accepted horticultural agricultural or environmental enhancement practices, including but not limited to use of decaying vegetative matter for composting, mulching, or habitat creation, or to a reasonable and timely accomplished process of clearing and removing overgrown vegetation.

- (c) For purposes of this section, "rubbish, waste, trash or debris" shall mean and include without limitation garbage, rubbish and refuse from residential, commercial, or industrial activities, including animal waste; kitchen and table food waste or other waste that is attendant with or results from the storage, preparation, cooking or handling of food material; paper, wood scraps, cardboard, cloth, glass, rubber, plastic; discarded vehicle tires or other vehicle or watercraft fixtures or parts; household goods and appliances; tools and equipment; and similar materials.
- (d) Proof of adverse effect, impact or impairment to economic welfare shall not require expert opinion testimony or a showing of any specific decrease in property value and may be given by fact-based opinion

of affected property owners or occupants or any other person generally knowledgeable concerning property in the area.

(Ord. No. 98-03, § III, 3-10-98; Ord. No. 2001-10, § 2, 7-24-01; Ord. No. 2017-18, § 1, 4-

END OF EXHIBIT A - THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## ADDENDUM NO. ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

#### LOT MOWING AND TRASH/DEBRIS REMOVAL AND DISPOSAL SERVICES

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 22-T00032/TPR

**BID DUE DATE: MARCH 2, 2022** 

#### NOTICE

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

#### TO ALL PLAN HOLDERS:

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

# QUESTIONS

1. Question: Would it be possible to receive a copy of the bid tabulation for the last time 22-T00032/TPR Lot Mowing and Trash/Debris Removal and Disposal Services was open for bidding?

**Answer**: Hernando County is currently utilizing Pre-Qualification Contract 21-T00124/TM Lot Mowing and Debris Removal Services. As a Pre-Qualification Contact, no bids were submitted and no bid tabulation exists. Two (2) vendors responded and were designated pre-qualified vendors. The pre-qualified vendors were asked to submit quotes for each project and the project was awarded to the lowest vendor. The intent of Invitation to Bid 22-T00032/TPR Lot Mowing and Trash/Debris Removal and Disposal Services is to replace the Pre-Qualification Contract.

The bid tabulation for the previous Contract No. 18-T00033/TPR Lot Mowing and Trash/Debris Removal and Disposal Services is attached to this addendum.

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY

Patty Hall

Procurement Coordinator

Hernando County Contracts and Purchasing

Issued: February 15, 2022

# BROOKSVILLE, FL 34601-2828 BID TITLE: LOT MOWING AND TRASH/DEBRIS REMOVAL OPENING: JANUARY 31, 2018 @ 3:00 P.M.

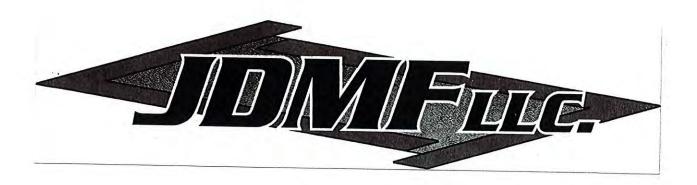
Brooksville, FL 34604	Weeki Wachee, FL 34614	Hudson, FL 34669	
6288 California Street	11382 Mahopac Road	11977 Lakewood Drive	VENDORS
Paff Landscape	J.E.M. Landscaping	Braden Property Maintenance	

# PART I - LOT MOWING (as needed basis only)

335.00	\$	00.741	\$	450.00	\$	:JATOT-8US I TAA9	
150.00	\$	00.09	\$	250.00	\$ ber acre	Lots of more than 1 acre	3
120.00	\$	00.74	\$	125.00	\$ per lot	Lots of 1/4 acre to 1 acre	7
00.88	\$	40.00	\$	00.87	\$ per lot	Lots of less than a % acre	1
TNUOM	IΑ	TNUON	ΛA	TNUOMA	TINU	DESCKIPTION	NO.

# PART II - TRASH/DEBRIS REMOVAL AND DISPOSAL (as needed basis only)

TNUOMA	TNUOMA	TNUOMA	TINU	DESCRIPTION	ITEM NO.
00.87	\$ 00.09	\$ 00.94	\$ per load	250 lbs. or less	-
00.001	\$ 00.07	\$ 92.00	\$ per load	251 lbs. to 500 lbs.	7
150.00	\$ 115.00	\$ 00.871	\$ per load	501 lbs. to 1,000 lbs.	3
325.00	\$ 245.00	\$ 313.00	\$	:JATOT-BUS II TAA9	
00.099	\$ 392.00	\$ 00.697	\$	TOTAL BASE BID	



# References

Mascotte charter school inc 460 midway Ave Mascotte FI 34753

Contact : Miss Johnson Phone : 352-429-2294

(Assistant principal school board firewalls no email available)

Scope of work includes mowing and maintenance for the full 20 acre site with two waste water ponds and 1 retention pond
Contract values around \$30,000. Annually
Since July 1st 2019

Lake county Florida P.O. Box 7800 Tavares Fl 32778

Contact : Danille Suggs Contact Phone : 352-343-9832 Contact email : dsuggs@lakecountyfl.gov

RFP# 19-0431
Guardrail wedding and trimming with litter removal
Contract values around \$50,000. Annually
Since early 2019

City of Dade city 38020 meridian Ave Dade city FI

Contact : Bryan Holmes Contact phone : 352-523-5050 Contact email : bholmes@dadecityfl.com

Dade City Cemetry

16 acre existing cemetery

City of Bartow parks and recreation department 2250 S Floral ave Bartow Fl 33830

Contact : Tim Griner
Contact phone : 863-581-4925
Contact email : tgriner.parks@cityofbartow.net

Scope of work
Landscape and mowing Maintenance of
Wildwood cemetery and 555 sports complex
Approximately 35 acres of existing cemetery
And 45 acres of vacant property

City of Lakeland
Code enforcement department
1104 Martin I king jr Ave
Lakeland FI 33805

Contact : Tammy Tison
Contact phone : 863-834-3357
Contact email: tammy.tison@lakelandgov.net

Scope of work

Mowing maintenance and debris removal

For city code enforcement lots

# 150-190 lots monthly

Brooksville-Tampa Bay Regional airport 15800 flight path drive Brooksville Fl 34604

Contact : Michael Ullven
Contact phone : 352-238-8270
Contact email :mullven@co.hernando.fl.us

Scope of work

Both small machine and large machine
Mowing and landscaping maintenance
Including litter clean up

Office and road side and cra areas

Hernando county BOCC 1525 E jefferson st Brooksville, fl 34601

Contact : Nicholas Babino Contact phone: 352-667-1356 Contact email: Njbabino@co.hernando.fl.us

Road side mowing trimming and litter removal
Approximately 134 miles
\$194,384.00 plus annually

Type	Model	Serial Number	Purchase Year
Concrete Saw	Stihl TS 420	3	2019
Large Chainsaw	Stihl MS 390		2017
Small Chainsaw	Stihl MS 180	508852889	2017
Handheld Saw	Stihl		2017
Ccs chain saw	Echo		2020
Ccs chain saw	Echo		2020
Pole saw	Stihl HT 133	509835509	2017
Edger	Stihl FC 90	506442017	2016
Edger	Stihl FC 90	508425785	2017
Edger	Stihl FC 90	508137561	2018
Edger	Stihl FC 90	299890979	2018
Edger	Echo cst		2020
Edger	Echo cst		2020
Edger	Echo cst		2020
Edger	Echo cst		2020
(8) echo edgers	PE-2620S		2021
(8) echo weed eaters	SRM 3020		2021
Weed Eater	FS100RX	507358130	2018
Weed Eater	FS100RX	507645376	2018
Weed Eater	Stihl FS90R	506549968	2016
Weed Eater	Stihl FS90R	505344013	2017
Weed eater	Echo cdst		2020
Weed eater	Echo cdst		2020
Weed eater	Echo cdst		2020
Weed eater	Echo cdst	2.0	2020
Blower	Echo pb 8010		2020
Blower	Echo pb 8010		2020
Blower	Echo pb 8010		2020
Blower	Stihl BR 600		2016
Blower	Stihl BR 600		2017
Blower	Stihl BR 600		2018
Blower	Stihl BR 600		2019
Sprayer	15 gallon 12v		
Sprayer	15 gallon 12v		2019
Sprayer	Ma-53bpe		2019
Sprayer	Ma-53bpe		2020
Sprayer	Ma-53bpe		2020
Sprayer	Stihl SG 20	070046744	2020
Sprayer	Stihl SG 20	979946769	2016
Sprayer		979957552	2017
Trimmer	Stihl SG20	979957543	2018
	Stihl HL100K	507436334	2016
Trimmer	Stihl HS82T	181295071	2017

Trimmer	Stihl HS82T	181854356	2018
Trimmer	Stihl HS81T	292288390	2018
Trimmer	Stihl HS81T	279570060	2018
Trimmer	Stihl HL90K	299890979	2018
Trimmer	Stihl HL90K	299890969	2018
Trimmer	Poulan Pro P2822	966513101	2018
Trencher	Sthil MM 55	501201520	2018
Exmark	LZ 72" RD	2.0753.7303	2020
Exmark	LZ 72" RD		2020
Exmark	LZ 72" RD		2020
Exmark	LZ 72" RD		2021
Exmark	LZ 72" RD		2021
Emark	LZ 60" RD		2021
Toro	52 Grandstand	74505 316000530	2016
Toro	60 Grandstand	74513 400098181	2016
Toro	30 Time Master	20199 316016425	2017
John deere	636 M	2000 Sept. 25 125	2021
John Deere	648 R		2020
John Deere	648R		2021
John Deere	915 B		2015
John Deere	652 R efi	1tc652rkhjt060723	2019
John Deere	661 R efi	1tc661rmajy060200	2019
John Deere	WG32A	1tcw32aglht080166	2019
John Deere	WG32A	1tcw32agcht080173	2019
John Deere	TS GATOR UV	1m04x2sjtkm141384	2019
John Deere	TS GATOR UV	• • • • • • • • • • • • • • • • • • •	2021
John Deere	TS GATOR UV		2021
John Deere	Spreader	lp228875	2019
lohn Deere	Reel Mower	M0180BX030059	2018
Power Head	KM90R	507817109	2018
Power Head	KM90R	507136508	2018
Polesaw Attachment	НТ-КМ		2018
Edger Attachment	FCB-KM	31470214A	2018
Edger Attachment	FCB-KM	31450917A	2018
Weed Eater Attachment	FS-KM	30860114B	2018
Weed Eater Attachment	FS-KM	34461024A	2018
Trimmer Attachment	HL-KM	42306410303	2018
Blower Sprayer	SR200	507192276	2018
Gmc	Sierra 1500	1gtn1lecxjz904586	2018
Gmc	Sierra 3500	1gt42ye87gf182702	2016
imc	Sierra 1500	1gtn1lec6jz905203	2018
Chevy	2500	- Actional and Last a Last	2013
Chevy	3500		2012

Chevy	2500		2003
1993 Ford	Box Truck	1FDKE37H1PHB02194	2017
1997 Ford	<b>Box Truck</b>	1FDKE37L9VHC09365	2018
1999 ford	Box Truck	1FDWE37L5XHA68475	2019
2006 Chevrolet	2500	1GCHK23UX6F26254	.0101
2014 ram	1500		2014
2006 Freightliner		1FVACWCS46HW44322	2016
Dump Trailer 30 yard	20'	13155	2017
Top Hat flat bed	38' Flatbed		2017
Red Trailer flatbed	16'		-01,
5x10 Black Trailer			
7x16 open trailer side g	ate		2008
8x16 enclosed trailer			1998
8x16 enclosed trailer			1330
8x24 enclosed trailer			
8x24 enclosed trailer			
7x16 open traile			
8x24 enclosed trailer			2020
8x20' Enclosed Trailer			2020
6x12 Enclosed Trailer		5WKBE1217G1038488	2018
John Deere tractor	5065E	1PY5065EKGG400680	2018
John Deere tractor	870		1996
King Kutter	60" Bush Hog	1001592741	1330
Land Pride	12' Batwing	1151500	2018
John Deere 15R	15' Batwing	220200	2021
Taylor Way	84" Box Blade	1001643017	2018
10' v disc			2010
Bucket	72"	BW17029-4989_080816	
Yellow Box Blade	84"		2018
Pro Works	48" Forks		2018
Grapple Bucket	72"		2018
John Deere	325g skid steer		2021
Skid Steer	72" Grapple Bucket		2018
Skid Steer	48" Forks		2018
lohn Deere	870		2010
ohn Deere	Tiller	LV0665B030420	
ohn Deere	48" Bucket	BW14144	
ohn Deere	48" Forks	-112.1211	
ohn Deere	60" Bucket		
Orange Tiller	60"		
Box Blade	66"		
ohn Deere tractor	5100 m		2021
			/11/1

John Deere tractor	3046R	1lv3046rckk403918	2020
Taylor Pittsburg	72" tiller	962-get-72	2020
John Deere gator	Xuv590e s4	1m0590ebelm030078	2020

# Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

The state of the s	(as shown on your income tax return). Name is required on thi	is line; do not leave this line blank			-		-
JDMF	ess name/disregarded entity name, if different from above						
63 000							
o followi	appropriate box for federal tax classification of the person whing seven boxes.  vidual/sole proprietor or C Corporation S Corporation S Corporation C			4 Exempti certain ent instruction	ties, not	individual	only s; s
Lim	ited liability company. Enter the tay classification (0.0		☐ Trust/estate	Exempt pay			
ano is di	ited liability company. Enter the tax classification (C=C corporate: Check the appropriate box in the line above for the tax class if the LLC is classified as a single-member LLC that is disregather LLC that is not disregarded from the owner for U.S. feders sregarded from the owner should check the appropriate box for (see instructions)	sincation of the single-member over	vner. Do not check	Exemption code (if any	from FA		ting
	s (number, street, and apt. or suite no.) See instructions.			(Applies to acco	unes maintai	inad nutrido sh	
8 1901 BL	ACKWOOD AVE		Requester's name a	nd address	Optional	THOU COLDING UT	e (/.
6 City, sta	ite, and ZIP code						
	FL. 34734						
7 List acc	ount number(s) here (optional)						
	runnber(s) nere (optional)						
art I	axpayer Identification Number (TIN)						
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rup withhold	ing. For individuals, this is generally your social securit the proprietor, or disregarded entity, see the instruction	v number (SSN) Line 1 to avo	Social sect	urity numbe	r		-
ties, it is your	le proprietor, or disregarded entity, see the instruction employer identification number (EIN). If you do not ha	s for Part I, later. For other	ra	PET		THE	٦
later.	terrap, it you do not ha	ve a number, see How to get	a		17		- 3
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cation numb	er (TIM) which which	<ul> <li>Form 1099-K (merchant card and third party network transaction</li> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest)</li> </ul>					
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# POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 244184

CLASS: A

PAYMENT DUE BY: 09/30/2021

OWNER NAME	LOCATION
JOSEPH D FANNIN	1485 BERKLEY RD AUBURNDALE
BUSINESS NAME AND MAILING ADDRESS  JDMF LLC  JDMF LLC  1901 BLACKWOOD AVE GOTHA, FL 34734	CODE ACTIVITY TYPE 810000 LTD OTHER SERVICES

SIGN HERE

JDMFLC28@GMAIL.COM

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION	
AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	AMOUNT DUE: 39.38

PAID - 128797 09/21/2021 RAB

TAX 39.38 JDMF LLC

# For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

#### POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 244184	CLASS: A	EX	KPIRES:	09/30/2022
OWNER NAME		LOCATI	ON	
JOSEPH D FANNIN		1485 BE	RKLEY RD NDALE	
<b>BUSINESS NAME AND MAILING</b>	ADDRESS	CODE	ACTIVITY	TYPE
JDMF LLC JDMF LLC 1901 BLACKWOOD AVE GOTHA, FL 34734		810000	LTD OTHER	SERVICES

DAID 120707 00/01/0001 DAD TAY 00 00	DISPLAYED AT THE BUSINESS LOCATION
TAX COLLECTOR	DISDLAYED AT THE BUSINESS LOS ATION
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY

PAID - 128797 09/21/2021 RAB TAX 39.38

JDMF LLC

2021

**EXPIRES** 

9/30/2022

3125 LAWN CARE

\$30.00

1 EMPLOYEE

3125-1183157

TOTAL TAX PREVIOUSLY PAID TOTAL DUE

\$30.00 \$30.00 \$0.00

FANNIN JOSEPH D

JDMF LLC FANNIN JOSEPH D 1901 BLACKWOOD AVE **GOTHA FL 34734** 

1901 BLACKWOOD AVE (MOBILE) U-GOTHA, 34734

PAID: \$30.00 0099-01015986 8/23/2021

Tax Collector Scott Randolph

Local Business Tax Receipt

**Orange County, Florida** 

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2021

**EXPIRES** 

9/30/2022

3125-1183157

3125 LAWN CARE

\$30.00

1 EMPLOYEE

TOTAL TAX \$30.00 PREVIOUSLY PAID \$30.00 TOTAL DUE \$0.00

1901 BLACKWOOD AVE (MOBILE) U-GOTHA, 34734

PAID: \$30.00 0099-01015986 8/23/2021

ALTOLPH, TAY COLLINGTION SCOTT RANGE COUNTY,

FANNIN JOSEPH D

JDMF LLC FANNIN JOSEPH D 1901 BLACKWOOD AVE **GOTHA FL 34734** 

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

# Not Secure — search.sunbiz.org



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List

Events No Name History Detail by Entity Name

Florida Limited Liability Company

JDMF, LLC

Filing Information

Document Number

L15000082321

FEI/EIN Number

32-0470387

Date Filed

05/12/2015

FL

Status

**ACTIVE** 

Last Event

REINSTATEMENT

**Event Date Filed** 

10/16/2020

**Principal Address** 

1901 BLACKWOOD AVENUE

**GOTHA, FL 34734** 

**Mailing Address** 

1901 BLACKWOOD AVENUE

**GOTHA, FL 34734** 

Registered Agent Name & Address

FANNIN, JOSEPH D, Jr. 1901 BLACKWOOD AVENUE **GOTHA, FL 34734** 

Name Changed: 01/07/2017 Authorized Person(s) Detail

Name & Address

Title AMBR

FANNIN, JOSEPH D 1901 BLACKWOOD AVENUE **GOTHA, FL 34734** 

#### **Annual Reports**

Report Year 2018

Filed Date

2019

10/24/2018 02/06/2019

2020

10/16/2020

#### **Document Images**

22/06/2013 - AMAJIAL REPORT

19.16.2020 - REINSTATEMENT View image in PDF format

10:24:2018 - REINSTATEMENT 21.07.2017 - REINSTATEMENT View image in PDF format
View image in PDF

Events No Name History

Previous On List Next On List

25-15-2013 - Florest United Late 1. View Image in PDF format

Return to List



JIMMY PATRONIS CHIEF FINANCIAL OFFICER

## STATE OF FLORIDA **DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION**

# \* \* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \* \*

# CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/17/2021

EXPIRATION DATE: 10/17/2023

PERSON: JOSEPH D FANNIN JR

EMAIL: JDMF28@GMAIL.COM

FEIN: 320470387

**BUSINESS NAME AND ADDRESS:** 

JDMF LLC

1901 BLACKWOOD AVE

**GOTHA, FL 34734** 

SCOPE OF BUSINESS OR TRADE:

Landscape Gardening &

Cleaner-Debris Removal -

Drivers Construction

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01429703

QUESTIONS? (850) 413-1609

THIS CERTIFICATE IS ISSUED AS A MATI- CERTIFICATE DOES NOT AFFIRMATIVEL BELOW. THIS CERTIFICATE OF INSURAN REPRESENTATIVE OR PRODUCER, AND IMPORTANT: If the certificate holder is an the terms and conditions of the policy, cer- certificate holder in fleu of such endorsem	THE CERTIFICATE HOLDER  ADDITIONAL INSURED, the	AND CONFERS NO EXTEND OR ALTER E A CONTRACT BET	RIGHTS UP THE COVER WEEN THE	ON THE CERTIFICATE HOLDE RAGE AFFORDED BY THE POLI ISSUING INSURER(S), AUTHOR	ICIES
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Bates Insurance Group, LLC		PHONE		TEAV	
119 N Grave St		E-MAR. ADDRESS. Allenes.	atesinsGroup co	AC. Not. 800-6	17-2434
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SURED		INSURER B		and a distribution	101
JOMF LLC		INSURER C:			-
4504 Calcos Drive		INSURER 0 :			•
		INSURER E			-
OVERAGES CERTIFIE	FL 32778	INSURER F :			
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CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE F. Allen Bates III

ACORD 25 (2014/01)

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CERTIFICATE HOLDER

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# **Certificate of Completion**

Joseph D. Fannin

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

09/25/2023

225

Ryan Murray

55875

**Date Expires** 

FDOT Provider #

Instructor

Certificate #



U.S. Safety Alliance, LLC Approved MOT Provider , USA www.USsafetyAlliance.com ryan@ussafetyalliance.com



For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com