

# SOLICITATION - OFFER - AWARD

<b>SOLICITATION NO.:</b> 22-T00079/JG	<b>SOLICITATION TITLE:</b> <b>MOWING SERVICES AND GROUNDS MAINTENANCE</b>	<b>DATE ISSUED:</b> JUNE 24, 2022	<b>CONTRACT NO.:</b> 22-T00079/JG
<b>ISSUED BY:</b> <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA</b> John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins		<b>SUBMIT BID OFFER TO:</b> <b>HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT</b> 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604  Toni Brady Chief Procurement Officer	

## SOLICITATION

SEALED OFFERS FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <https://secure.procurenow.com/portal/hermandocounty>, **UNTIL 3:00 P.M., LOCAL TIME ON JULY 20, 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 DEPARTMENT CONFERENCE ROOM, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 AT **3:00 P.M. ON JULY 20, 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.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING MOWING AND GROUNDS MAINTENANCE SERVICES FOR THE PARKS, FACILITIES, AIRPORT AND COUNTY EXTENSION DEPARTMENTS IN HERNANDO COUNTY.  SUBMIT PRICING ON BID FORM IN SECTION VI  (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	\$29,000

## OFFER

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

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

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

<b>BIDDER'S INFORMATION</b>	<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:</b>	
Company Name <i>Clearcut Landscaping &amp; Landscapes</i>	<b>BIDDER'S SIGNATURE</b> 	<b>OFFER DATE</b>
Address <i>12252 Central Ln Rd</i>		
City State Zip Code <i>Weeki Wachee FL 34614</i>		
Phone Number Fax Number Email Address <i>352-263-7998</i>		

## AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 6/07/22	LR NO.: 2022-295	BY: Victoria Anderson
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <b>HERNANDO COUNTY FACILITIES MAINTENANCE 1525 EAST JEFFERSON STREET BROOKSVILLE, FL 34601</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

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**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-T00079/JG****FOR****MOWING AND GROUNDS MAINTENANCE SERVICES**

Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in providing mowing and grounds maintenance services for various facilities and parks throughout Hernando County.

Sealed bid offers for furnishing the above will be received and accepted up to 3:00 p.m. (local time), **July 20, 2022**, via Hernando County Purchasing and Contract Department's [eProcurement Portal](#).

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

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

The Purchasing and Contracts Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. **It is the responsibility of prospective Bidders to visit the [eProcurement Portal](#) 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.***

**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 Jane Gonzalez, Purchasing Agent I, Purchasing and Contracts Department, via the County's [eProcurement Portal](#).

**SECTION II – SOLICITATION INSTRUCTIONS**

1. **DEFINITION OF TERMS:** 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/Contractor 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 County’s [eProcurement Portal](#). For additional information please contact the Hernando County Board of County Commissioners, Purchasing and Contracts Department via the County’s Q&A Tab via the [eProcurement Portal](#).
3. **PREPARATION OF BID:** To ensure acceptance of your bid, please follow these instructions:
  - 3.1. Interested firms are to submit responses via the County’s [eProcurement Portal](#). All bid sheets including this form must be executed and uploaded as indicated. 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.  
**To submit bids:**  
Via Hernando County’s [eProcurement Portal](#): <https://secure.procurenow.com/portal/hernandocounty>  
BID NUMBER (ITB NO. 22-T00079/JG.)
  - 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 wi-fi connection or speed, power outage or any other occurrence.
  - 3.3. Bids must be submitted electronically, via the County’s [eProcurement Portal](#). Any required forms supplied by the Owner and included with these Bid Documents shall be uploaded through said portal. Each bidder shall copy the Bid Form and complete the pricing schedule provided.
  - 3.4. Bids must be completed through the pricing table provided. No changes or corrections will be allowed after bid opening.
  - 3.5. 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 they have conducted such examinations.

3.6. No material, labor, or facilities will be furnished by the County unless specifically stated.

4. **TIMETABLE:**

<b>Date of Distribution:</b>	<b>JUNE 24, 2022</b>
<b>Mandatory Pre-Bid Conference/Site Visit:</b>	<b>N/A</b>
<b>Last Date of Inquiries:</b>	<b>JULY 6, 2022 at 5:00 p.m.</b>
<b>Bids Due:</b>	<b>JULY 20, 2022 at 3:00 p.m.</b>

5. **MANDATORY PRE-BID CONFERENCE:** N/A

6. **BID OPENING:** 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 County's eProcurement Portal. **Oral answers will not be authoritative.**

7.3. It will be the responsibility of the Bidder to visit the eProcurement Portal to ensure they are aware of all addenda issued for this solicitation.

7.4. Questions must be submitted via the Q&A Tab in the County's eProcurement Portal. Questions will only be accepted through the period specified in the bid documents.

7.5. All addenda must be acknowledged via the County's eProcurement Portal. Failure to acknowledge any addenda may render the Vendor/Contractor's bid as non-responsive and subject to rejection.

8. **COMMUNICATION:** There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the 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. **WITHDRAWAL OF BIDS:** Bids may be withdrawn via the County's eProcurement Portal prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.

10. **BID PROTESTS:** Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with 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 the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- 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. Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.

**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 their 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. However, the County reserves the sole right to reject any and all bids in accordance with the Hernando County Procurement Ordinance. Failure to provide a price for all areas upon the Bid Form may deem the Bidder's response/submission as 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 Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

**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 \$35,000.00.
- 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. Competitive Bids/Quotes:** The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies, or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

**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.** Appeal: If an application for a "local vendor/contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.
- 16. HOURS**: Work may be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.
- 17. WARRANTIES**: The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.
- 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 corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- 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. REJECTION OF BID**: The County reserves the sole right to reject any and all bid submissions. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this solicitation, may be rejected at the option of the County. A Vendor/Contractor shall not be qualified to bid when an investigation by the Chief Procurement Officer finds the Vendor/Contractor delinquent on a previously awarded contract or in litigation with 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 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. ASSIGNMENT:** The successful Bidder is required to perform this contract and may not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting contractual agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

**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. LICENSES AND PERMITS:** 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 their 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 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 Chief Procurement Officer 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 Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

- a) The County will execute an appropriate modification/amendment to the contract if such modification/amendment to the contract is approved by the Chief Procurement Officer or Board of County Commissioners (as approvable) and,

- b) It is the Vendor/Contractor's responsibility to notify its surety of any changes affecting the general scope of the work/services or change of the contract price, and amount of the applicable bond(s) shall be adjusted accordingly.

**28. TAXES:**

- 28.1.** The Board of County Commissioners, Hernando County, Florida, has the following Tax Exemption Certificates assigned:

Florida Sales and 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 they are an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with their bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the sole right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and subject to rejection. If Bidder fails to name a substitute, it will be assumed that they are bidding on and will be required to furnish goods identical to the bid standard as specified.

- 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 Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.
- 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 subcontracts 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.** Termination for Convenience: The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.
- 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 the 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. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** 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 their competency or financial ability is not satisfactory, the County reserves the right to reject their 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, Vendor/Contractor 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 Vendor/Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 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 VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, [PURCHASING@HERNANDOCOUNTY.US](mailto: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 subcontractor 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:

**“AS STATED ON PURCHASE ORDER”**

- 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 their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
- 39.2. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
- 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 (1) 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 a 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.** Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor/Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**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 subcontractors:
- 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 subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE best practices contained in this article and, when practicable, incorporate the verification requirements in subcontractor agreements.
- 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. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (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 subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

**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 their 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 their 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: \$100,000.00 each accident
	\$100,000.00 by employee
	\$500,000.00 policy limit

**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.....	\$1,000,000.00
GENERAL AGGREGATE.....	\$2,000,000.00
PERSONAL/ADVERTISING INJURY.....	\$1,000,000.00
PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....	\$2,000,000.00

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).....\$50,000.00  
 MEDICAL EXPENSE (Any one (1) person).....\$5,000.00

**43.2.3. ADDITIONAL INSURED:** Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The additional insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

**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. AUTOMOBILE LIABILITY:** Comprehensive Automobile and Truck Liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

**COVERAGE AS FOLLOWS:**

COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00  
 BODILY INJURY (Per Person)..... \$1,000,000.00  
 BODILY INJURY (Per Accident)..... \$1,000,000.00  
 PROPERTY DAMAGE..... \$1,000,000.00

**43.2.6.  Not-Required J.B. (initials)**

**PLEASE NOTE: If box is not 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.  Not-Required J.B. (initials)**

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

**BUILDERS RISK INSURANCE:** 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.  Not-Required J.B (initials)

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

**CRIME PREVENTION – BOND:** Vendor/Contractor shall procure a fiduciary bond in the amount of \$100,000.00 covering loss or theft by Vendor/Contractor, its agents, or employees, and shall procure insurance in the amount of \$10,000.00 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 insure to the benefit of the County.

43.2.9.  Not-Required J.B (initials)

**PLEASE NOTE: If box is not 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 \$1,000,000.00. Limits can be increased, based on contract.

43.2.10.  Not-Required J.B (initials)

**PLEASE NOTE: If box is not 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 \$1,000,000.00 Per Occurrence

\$1,000,000.00 Aggregate

\$5,000.00 Medical Payment

Additional Insured and Waiver of Subrogation required.

- 43.2.11. SUBCONTRACTORS (if applicable):** All subcontractors hired by said Vendor/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 subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regard 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:
- 43.3.1.** Vendor/Contractor agrees to provide County with a certificate of insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. 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 their 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 their workmen in appropriate safety measures with respect to all services provided under this contract and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- 45.2. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation (FDOT) and Occupational Safety and Health Administration (OSHA) requirements.

**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/Contractor will in no way relieve their 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 clarification 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 filed 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 disqualification from this project.

#### **48. CLAIMS:**

- 48.1.** Chief Procurement Officer's Decision Required: 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 56. 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 (1) 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 (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- 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

- 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. INSPECTION OF FACILITIES/AREAS:** It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions, and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedule may be secured by calling 352-754-4020. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of the differences between actual labor and materials required to complete the project and the contract amount.
- 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.** 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.
- 52.2.** 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.
- 52.3.** 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.
- 52.4.** The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.
- 53. DEBRIS:** Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.
- 54. PROTECTION OF PROPERTY/SECURITY:**
- 54.1.** 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.
- 54.2.** 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 their agent.
- 55. 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.
- 56. 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. 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.

- 57. MARKET CONDITIONS:** The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.
- 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.
- 58.1.2.** 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 their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.
- 59. EVALUATION OF OPTIONS:** The County shall evaluate bids/offers for award purposes by adding the total price for all options to the total price of the basic period. However, the evaluation of options will not obligate the County to exercise the option(s).
- 60. 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.
- 61. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:** It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**
- 62. ESTIMATED QUANTITIES:** Hernando County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Bid Form attached to these bid documents. It is understood by all Bidder's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract. The contract resulting from this solicitation shall be non-exclusive and the County may procure the goods or services covered by the contract from other sources at its discretion.
- 63. SITE DAMAGE:** The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to, irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County



shall, at its option, invoice the Bidder for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of repairs, materials, and labor.

- 64. EQUIPMENT LIST:** Bidders shall submit with the bid a listing of all equipment which Bidders will use in the performance of this contract, including (as applicable) rolling stock, loaders, tractors, mowers, and any other specified equipment. The Vendor/Contractor is also required to indicate which equipment is company-owned. Failure to submit said equipment list may render Bidder's response non-responsive.
- 65. FINAL SITE INSPECTOR:** Final inspection of each site by County staff will be performed within ten (10) days after receipt of notification from the Vendor/Contractor that services at such site are complete. The site must meet all requirements as stated in the scope of work issued prior to payment processing.

### **SECTION V – SCOPE AND SPECIFICATIONS**

- 66. 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.
- 67. SCOPE OF WORK:** The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the mowing and grounds maintenance services, as described in the specifications in Hernando County, Florida.
- 68. LOCATION OF THE WORK:** The work to be performed in this contract will be performed in Hernando County, Florida.

**69. TECHNICAL SPECIFICATIONS:**

- 69.1. GENERAL MOWING REQUIREMENTS:** Frequency of areas mowed will be determined by the County. The County requires mowing, trimming, and edging, two (2) times a month during the active growing season (March through November) and one (1) time a month during inactive growing season (December through February). Mowing will be the 2<sup>nd</sup> and 4<sup>th</sup> week of each month during the growing season and 2<sup>nd</sup> week of the month during the non-growing season, unless requested in writing a week in advance for special exemptions. Clean-up of grass clippings must be performed after each mow. A well-kept appearance, based on the County's standards, will be the criteria used to determine the frequency.
- 69.2. COURTHOUSE / GOVERNMENT CENTER / ANIMAL SERVICES / CHINSEGUT HILL AND LYKES LIBRARY GENERAL MOWING REQUIREMENTS:** Frequency of areas mowed will be determined by the County. The County requires mowing, trimming, and edging, two (2) times a month March through May, four (4) times a month in June through September, two (2) times a month October thru November, and one (1) time a month December through February. Mowing will be the 2<sup>nd</sup> and 4<sup>th</sup> week of each month March through May, every ten (10) days June through September and 2<sup>nd</sup> week of the month December through February, unless requested in writing a week in advance for special exemptions. Clean-up of grass clippings must be performed after each mow. A well-kept appearance, based on the County's standards, will be the criteria used to determine the frequency.
- 69.3. COUNTY ADMINISTRATION:** Vendor/Contractor shall trim the hedges every month at this site only.
- 69.4.** Ryegrass seed is applied to several locations during the winter months, BUT still requires mowing.
- 69.5.** Should mowing be delayed due to weather or mechanical issues, the Vendor/Contractor shall finish the mowing within 24 hours.

**70. TURF CARE - MOWING, TRIMMING, AND EDGING:**

- 70.1.** Vendor/Contract shall remove debris prior to mowing if shredding of the debris would be detrimental to the appearance of the turf area. Turf areas will be mowed at a mowing height of three inches (3") using standard rotary type mowers. Multi-purpose sport fields will be mowed at a mowing height of two- and one-half inches (2 1/2") using standard rotary type mowers.
- 70.2.** A high-quality cut shall be provided by mowers with sharp cutting edges.
- 70.3.** Vendor/Contractor shall sweep, vacuum, or otherwise remove clippings from sidewalks, patios, etc. after each mowing.
- 70.4.** Clippings shall be caught while mowing and removed from the job site unless otherwise approved in advance in writing by the County. Mulching, instead of bagging the clippings, may be allowed if prior written approval from the County has been obtained.
- 70.5.** Trimming around trees and shrubs shall be performed using hand labor and/or mechanical devices after each mowing.
- 70.6.** Edging of all flower and shrub beds, sidewalks, and other paved areas: Two (2) times per month during the growing season and one (1) time a month during the non-growing season. This shall be completed at the time the mowing is completed. This standard will also include all flush, paved areas.
- 70.7.** After each mowing all turf areas shall be "policed" by cleaning up and removing all paper, trash, twigs, and other undesirable materials and debris.
- 71. MAINTENANCE OF PAVED AREAS:** Parking areas, driveways, walks, etc., shall be cleaned two (2) times per month during the growing season (March through November) and one (1) time a month during the non-growing season (December through February). This shall be completed at the time the mowing is completed. Special attention must be given to leaves, soil, and other debris that has accumulated next to the curbs and parking lot bumpers. Soil that has washed onto sidewalks, driveways, and parking lots must be removed.
- 72. REPORTS:** The Vendor/Contractor must submit the form with the invoice to the department responsible for the upkeep of the property i.e., Hernando County Facilities, 1525 E. Jefferson St., Brooksville, FL 34601. If these forms are not submitted with the Vendor/Contractor's monthly invoice delays in payment will result. Submission of invoice without "Completion of Work Report" form may constitute breach of contract
- 72.1.** The Vendor/Contractor must report any hazards, damage to materials, or property occurring within the maintained area(s) as soon as possible and include on the invoice.
- 73. INSPECTION AND APPROVAL:**
- 73.1.** Vendor/Contractor must notify project manager via email/telephone as soon as possible with the completion of work, so a quick inspection can be done. Upon notification or receipt of the "Completion of Work Report" form, the County will inspect the maintained area.
- 73.2.** If after inspection, the Vendor/Contractor's performance does not meet the specifications, the County will contact the Vendor/Contractor, by email/telephone, indicating the corrective measures necessary to obtain approval of work performed. The Vendor/Contractor will be given 24 hours to effect appropriate corrections. When corrective actions have been made, the Vendor/Contractor must notify the County to re-inspect the area.
- 73.3.** Failure to comply with contract specifications regarding maintenance (i.e., mowing, trimming and edging) shall be considered a breach of contract. Repeated failure to comply with contract specifications may result in termination of the contract for Default as specified in Paragraph 30.
- 74. EQUIPMENT:**
- 74.1.** Equipment used by the Vendor/Contractor must be in good repair and shall be maintained to produce a clean sharp cut and uniform distribution of cuttings at all times.

**74.2.** Equipment that damages the pavement or turf in any way must not be used.

**END OF SECTION V – THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SECTION VI – BID FORM**

**ITB NO. 22-T00079/JG – MOWING AND GROUNDS MAINTENANCE SERVICES**

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

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

**HERNANDO COUNTY FACILITIES**

ITEM NO.	LOCATION	EST MOWS	PRICE PER MOW	YEARLY TOTAL	3 YEAR AMOUNT (ANNUAL AMOUNT X 3)
1	<b>Airport Lease Building:</b> 16110 Aviation Loop Drive Brooksville, FL 34604	21	100	2100	
2	<b>Animal Services:</b> 19450 Oliver Street Brooksville, FL 34609	25	200	5000	
3	<b>Brooksville Health Dept.:</b> 300 South Main Street Brooksville, FL 34601	21	175	3675	
4	<b>Cannery:</b> 15487 Citrus Way Brooksville, FL 34601	21	100	2100	
5	<b>Chinsegut Manor:</b> 22495 Chinsegut Hill Rd. Brooksville, FL 34601	21	550	11550	
6	<b>County Extension:</b> 19490 Oliver St. Brooksville, FL 34601	21	150	3150	
7	<b>Eastside Library:</b> 6457 Windmere Blvd. Brooksville, FL 34601	21	250	5250	
8	<b>Government Center/Parking Lots/ Record Storage:</b> 20 N. Main Street Brookville, FL 34601 (2 Parking Lots)	25	250	6250	
9	<b>Little Red School House:</b> 1208 Kenlake Ave. Spring Hill, FL 34606	21	100	2100	
10	<b>Lykes Library:</b> 238 Howell Avenue Brooksville, FL 34601	21	125	2625	
11	<b>Sheriff's Community Center:</b> 601 Martin Luther King Blvd. Brooksville, FL 34601	21	125	2625	
12	<b>Spring Hill Library:</b> 9220 Spring Hill Dr. Spring Hill, FL 34608	21	200	5000	
13	<b>Spring Lake Community Center:</b> 4184 Spring Lake Highway Brooksville, FL 34602	21	175	3675	
14	<b>Westside Government Center:</b> 7489 Forest Oaks Blvd. Spring Hill, FL 34606	21	150	3150	
15	<b>Westside Health Department:</b> 7551 Forest Oaks Blvd. Spring Hill, FL 34606	21	200	4200	
16	<b>West Side Library:</b> 6335 Blackbird Avenue Brooksville, FL 34613	21	150	3150	
17	<b>Administration Building -</b> 15470 Flight Path Drive, Brooksville, FL 34604	21	200	4200	

ANNUAL BASE BID 69,000

TOTAL THREE-YEAR BASE BID \_\_\_\_\_

TOTAL THREE-YEAR BASE BID (in words) \_\_\_\_\_

**SECTION VI – BID FORM (Continued)**

**ITB NO. 22-T00079/JG – MOWING AND GROUNDS MAINTENANCE SERVICES**

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.

Clearcut Lawn Care and Landscaping  
 COMPANY NAME

[Signature]  
 AUTHORIZED SIGNATURE

13252 Centralia Rd  
 MAILING ADDRESS

Weeki Wachee FL 34614  
 CITY, STATE, ZIP CODE

352-263-5998      clearcutlawnandlandscaping@yahoo.com  
 TELEPHONE NUMBER      FAX NUMBER      EMAIL ADDRESS

Nick Hellman      Owner  
 CONTACT PERSON      TITLE

Inquiries regarding this Invitation for bid may be directed to Jane Gonzalez, Purchasing Agent I, at telephone number 352-754-4020 or by submitting your questions via the Q&A Tab in the County's eProcurement Portal.

**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 documents. 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.

**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

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 (1) 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: \_\_\_\_\_

**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 2**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087 (Current Edition), hereby certify that,  
(print or type name of firm) Clearcut Lawn Care & Landscaping

- 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.
- 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 or 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.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or 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.
- "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".

[Signature]  
 Authorized Signature  
7-11-22  
 Date Signed

State of Florida  
 County of Hernando  
 The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2022  
 by Nicholas Heilman  
 who is personally known to me X  
 or who has produced \_\_\_\_\_ as identification  
 and who did take an oath.

Notary Public: Linda L. Witherow  
 My Commission Expires: 6/8/2026



This document must be completed and returned with your submittal.

**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**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.

Nicholas Hellman, \* being first duly sworn, deposes and says that he (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.

[Signature]  
Affiant

State of Florida  
County of Hernando  
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2022  
by Nicholas Hellman  
who is personally known to me X  
or who has produced \_\_\_\_\_ as identification  
and who did take an oath.

Notary Public: Linda L. Witherow  
My Commission Expires: 6/8/2026



\*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.**



**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS****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.**

1. This sworn statement is submitted to

County of Hernandoby Nicholas Hellman Owner  
[print individual's name and title]for Clearcut Lawn Care & Landscaping  
[print name of entity submitting sworn statement]whose business address is 13252 Centralia Rd Weeki Wachee FL 34614(if applicable) its Federal Employer Identification Number (FEIN) is 46-1392312  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (Current Edition), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other State or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (Current Edition), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (Current Edition), means:
- A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (Current Edition), means any natural person or entity organized under the laws of any state or of the 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.

- 6. Based on information and belief, the statement which I have marked below is true in relation 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 management 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 (1) 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 (1) 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 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.

[Signature] 7-11-22  
[signature] [date]

State of Florida  
County of Hernando  
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2022  
by Nicholas Heilman  
who is personally known to me   
or who has produced \_\_\_\_\_ as identification  
and who did take an oath.

Notary Public: Linda L. Witherow  
My Commission Expires: 6/8/2026



This document must be completed and returned with your submittal.

**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**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	<u>Nicholas Hellman</u>	Title	<u>Owner</u>	Phone No.	<u>352-263-5998</u>
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____

[Signature]  
(Signature)

Owner  
(Title)

Clear-cut lawn care and landscaping  
(Name of Business)

The Vendor/Contractor shall complete and submit the following information with its bid or proposal:

Type of Organization

Sole Proprietorship       Partnership  
 Joint Venture               Corporation      LLC

State of Incorporation: Florida

Federal I.D. Number: 46-1392312

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

**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 6**

**VENDOR REGISTRATION HERNANDO COUNTY, FL**

To be completed by Vendor:

Vendor type:

- ( ) Corporation
- ( ) Partnership
- ( ) Sole Proprietorship
- ( ) Other LLC (Explain)

Federal Employer Identification Number or Social Security Number:

46-1342312

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: Clear cut lawn care & landscaping

Mailing Address: 13252 Centralia Rd

City Weeki Wachee State FL Zip 32019

Telephone No. 352-263-5998 Fax No. \_\_\_\_\_

Web Address: \_\_\_\_\_ Email: \_\_\_\_\_

Commodity or Service Supply: \_\_\_\_\_

If remittance address is different from the mailing address so indicate below.

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

An ACH electronic payment method is offered as an alternative to a payment by physical check.

() Please check this box if you accept the ACH electronic payment method.  
(Recommended and Preferred)

Signature: [Handwritten Signature]

Name and Title Printed: Nicholas Holliman O'Wain

This document must be completed and returned with your submittal.

**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**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 Nicholas Hellmann Owner  
[Print individual's name and title]  
 for Clearcut Lawn Care & Landscaping  
[Print name of Company/Individual submitting sworn statement]  
 Whose business address is 13252 Centralia Rd  
 (If applicable) its Federal Employer Identification Number (FEIN) is 46-1792312  
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

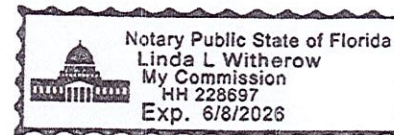
2. LOCAL PREFERENCE ELIGIBILITY
- A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?  YES  NO
- B. Proof of real property tax submitted with affidavit: YES  NO
- C. Copy of Florida Division of Corporations Annual Report submitted with affidavit: YES  NO

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

[Signature]  
7-11-22  
[Date]

State of Florida  
 County of Hernando  
 The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2022  
 by Nicholas Hellmann  
 who is personally known to me   
 or who has produced \_\_\_\_\_ as identification  
 and who did take an oath.

Notary Public: Linda L. Witherow  
 My Commission Expires: 6/8/2026



**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 8**

**E-VERIFY CERTIFICATION**

Bid/Contract No: 22-T00079/56

Financial Project No(s): \_\_\_\_\_

Project Description: \_\_\_\_\_

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Contractor during the term of the contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the department.

Company/Firm: Clear cut lawn care & landscaping

Authorized Signature: [Signature]

Print Name: Nicholas Heilmann

Title: Owner

Date: 7-11-22

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

**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**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	Crystal Automotive
CONTACT PERSON	Bill Scannay
EMAIL ADDRESS	
TELEPHONE NUMBER	352-302-1648
FAX NUMBER	
CONTRACT NUMBER	
CONTRACT DATE(S)	

FIRM NAME AND ADDRESS	Flanagan Ford
CONTACT PERSON	Bobby
EMAIL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	352-686-8255
CONTRACT NUMBER	
CONTRACT DATE(S)	

FIRM NAME AND ADDRESS	Artistic Homes
CONTACT PERSON	Bob Eaten
EMAIL ADDRESS	
TELEPHONE NUMBER	352-263-4364
FAX NUMBER	
CONTRACT NUMBER	
CONTRACT DATE(S)	

Clearcut Lawn Care & Landscaping  
 Company Name

  
 Authorized Signature

This document must be completed and returned with your submittal.

**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**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.

<u>DESCRIPTION</u>	<u>COMPANY-OWNED?</u>	
Husqvarna 72	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Husqvarna 60	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Husqvarna 72	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Husqvarna 48	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Kubota 46	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Kubota tractor 4060	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Clearcut Lawn Care & Landscaping  
 BIDDER'S COMPANY NAME  
13252 Centralia Rd  
 MAILING ADDRESS  
Wicki Wauke IL 34014  
 CITY, STATE AND ZIP CODE

Nick Holman Owner  
 CONTACT PERSON (Name) (Title)  
 \_\_\_\_\_  
 TELEPHONE NO. – FAX NO.  
 \_\_\_\_\_  
 EMAIL ADDRESS  
 \_\_\_\_\_

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



**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 11**

**HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

7-11-22  
(date)

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

The undersigned certifies that to the best of their knowledge:

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

Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization? No  Yes

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

Bidder:

clearcutlawncareandlandscaping@gmail.com  
(Email address)

13252 Centralia Rd  
(Address)

[Signature]  
(Signature required)

352-263-5998  
(Phone)

Nicholas Hellman  
(Print name)

\_\_\_\_\_  
(Fax)

Owner  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

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

**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 11 (continued)**

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

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

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ • Involved with this procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes • Involved with proposal development for this procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Name: _____ Sign: _____ • Involved with this procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes • Involved with proposal development for this procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Name: _____ Sign: _____ • Involved with this procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes • Involved with proposal development for this procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			

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

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

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

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



**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 12**

**VENDOR/CONTRACTOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES**

Respondent Vendor/Contractor Name:		
<u>Clearcut Lawn Care &amp; Landscaping</u>		
Vendor/Contractor FEIN: <u>46-1392312</u>		
Vendor/Contractor's Authorized Representative Name and Title:		
<u>Nicholas Hellman Owner</u>		
Address: <u>13252 Conroy Rd</u>		
City: <u>Weeki Wachee</u>	State: <u>FL</u>	Zip: <u>34614</u>
Phone Number: <u>352-263-5994</u>		
Email Address: <u><del>clearcutlawn.com</del> ClearcutLawnandLandscaping@yahoo.com</u>		

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: <u>Nicholas Hellman</u>
who is authorized to sign on behalf of the above-reference company.
Print Name and Title: <u>Nicholas Hellman - Owner</u>
Date: <u>7-11-22</u>

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

**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 13**

**ADDENDUM ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of the following addenda to the bid/request for proposals (indicate number and date of each):

Addendum No. 1 Dated 7-11-22

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.**

Clearcut Lawn Care  
Company Name

[Signature]  
Authorized Signature

**VENDOR/CONTRACOR SURVEY**

Please provide information on where you received the knowledge of the bid/request for proposals (mark all that apply):

- OPENGOV PROCUREMENT
- NEWSPAPER
- PURCHASING AND CONTRACTS DEPARTMENT ADVERTISEMENT BOARD
- REFERRED BY: \_\_\_\_\_
- OTHER (PLEASE SPECIFY): \_\_\_\_\_

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

**SECTION VIII – EXHIBITS****EXHIBIT A: MAPS OF FACILITY MOWING SITES****NOTE: EVERYTHING INSIDE THE RED LINES ARE CONSIDERED THE MOWING AREA.**

<b>1</b>	<b>Airport Lease Building:</b> 16110 Aviation Loop Drive Brooksville, FL 34604
<b>2</b>	<b>Animal Services:</b> 19450 Oliver Street Brooksville, FL 34609
<b>3</b>	<b>Brooksville Health Dept.:</b> 300 South Main Street Brooksville, FL 34601
<b>4</b>	<b>Cannery:</b> 15487 Citrus Way Brooksville, FL 34601
<b>5</b>	<b>Chinsegut Manor:</b> 22495 Chinsegut Hill Rd. Brooksville, FL 34601
<b>6</b>	<b>County Extension:</b> 19490 Oliver St. Brooksville, FL 34601
<b>7</b>	<b>Eastside Library:</b> 6457 Windmere Blvd. Brooksville, FL 34601
<b>8</b>	<b>Government Center/Parking Lots/ Record Storage:</b> 20 N. Main Street Brooksville, FL 34601 (2 Parking Lots)
<b>9</b>	<b>Little Red School House:</b> 1208 Kenlake Ave. Spring Hill, FL 34606
<b>10</b>	<b>Lykes Library:</b> 238 Howell Avenue Brooksville, FL 34601
<b>11</b>	<b>Sheriff's Community Center:</b> 601 Martin Luther King Blvd. Brooksville, FL 34601
<b>12</b>	<b>Spring Hill Library:</b> 9220 Spring Hill Dr. Spring Hill, FL 34608
<b>13</b>	<b>Spring Lake Community Center:</b> 4184 Spring Lake Highway Brooksville, FL 34602
<b>14</b>	<b>Westside Government Center:</b> 7489 Forest Oaks Blvd. Spring Hill, FL 34606
<b>15</b>	<b>Westside Health Department:</b> 7551 Forest Oaks Blvd. Spring Hill, FL 34606
<b>16</b>	<b>West Side Library:</b> 6335 Blackbird Avenue Brooksville, FL 34613
<b>17</b>	<b>Administration Building -</b> 15470 Flight Path Drive, Brooksville, FL 34604

## Jane Gonzalez

---

**From:** Clear Cut <clearcutlawnandlandscaping@yahoo.com>  
**Sent:** Monday, November 14, 2022 2:13 PM  
**To:** Jane Gonzalez  
**Subject:** Re: 22-T00079/JG Mowing Services and Grounds Maintenance  
**Attachments:** Sworn Statment redo.pdf; Sworn Statment.pdf

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my iPhone

On Nov 14, 2022, at 12:10 PM, Jane Gonzalez <jlgonzalez@co.hernando.fl.us> wrote:

Mr. Hellman,

I received the bid documents that were provided to our office.

Attached is the Sworn Statement in Public Entity Crimes. Number 6 of this document was completed incorrectly. All three responses were selected by your initials. You were to choose which statement applies to your business by initialing that one statement.

Please decide which statement is true in relation to your business, mark an "X" on the statements that ***do not*** apply to your business and ***initial that mark***, then forward the completed Sworn Statement back to me.

Thank you and have a great day,

*Jane Gonzalez*

Purchasing Agent II  
Hernando County Purchasing & Contracts  
15470 Flight Path Dr.  
Brooksville, FL 34604  
[JLGonzalez@hernandocounty.us](mailto:JLGonzalez@hernandocounty.us)  
352-754-4020 Ext: 24157

**SECTION VII – REQUIRED FORMS AND CERTIFICATIONS**

**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.**

1. This sworn statement is submitted to

County of Hernando

by Nicholas Hellman Owner  
[print individual's name and title]

for Clearcut Lawn Care & Landscaping  
[print name of entity submitting sworn statement]

whose business address is 13252 Centralia Rd Wok; W. Lake FL 34614

(if applicable) its Federal Employer Identification Number (FEIN) is 46-1392312  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): \_\_\_\_\_

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (Current Edition), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other State or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (Current Edition), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (Current Edition), means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (Current Edition), means any natural person or entity organized under the laws of any state or of the 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.

6. Based on information and belief, the statement which I have marked below is true in relation 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 management 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 (1) 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 (1) 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 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.**

[Signature]  
[signature]

7-11-22  
[date]

State of Florida  
County of Hernando

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2022

by Nicholas Heilman  
who is personally known to me   
or who has produced \_\_\_\_\_ as identification  
and who did take an oath.

Notary Public: Linda L Witherow  
My Commission Expires: 6/8/2026



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