

## SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>24-T00821/JC</b>	SOLICITATION TITLE: <b>Mowing/Landscaping Services for Hernando County Fire Rescue</b>	DATE ISSUED: <b>August 14, 2024</b>	CONTRACT NO: <b>24-T00821/JC</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA</b>  Brian Hawkins, Vice Chairman Jerry Campbell, Second Vice Chairman John Allocco Steve Champion		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604</b> Carla Rossiter-Smith Chief Procurement Officer	


### SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <http://secure.procurenow.com/portal/hermandocounty>, ON **OCTOBER 7, 2024**. 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 PROCUREMENT DEPARTMENT CONFERENCE ROOM AT **10:00 A.M. ON OCTOBER 7, 2024**. PURSUANT TO FS 119.071, SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the MOWING/LANDSCAPING SERVICES FOR HERNANDO COUNTY FIRE RESCUE, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.  (SEE ATTACHED SPECIFICATIONS)	X	XXXXXX	XXXXXXXXXX	\$ <u>1,225.00</u>

### OFFER

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

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN <u>ONE HUNDRED TWENTY (120) DAYS</u> 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: <u>      </u> % 10 CALENDAR DAYS <u>      </u> % 20 CALENDAR DAYS <u>      </u> % <u>      </u> CALENDAR DAYS			
BIDDER'S INFORMATION		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
Company Name <u>LAWN SPA LLC</u>		BIDDER'S SIGNATURE 	OFFER DATE  09/17/2024
Address <u>8415 HUNTING SADDLE DR</u>			
City <u>HUDSON</u> State <u>FL</u> Zip Code <u>34667</u>			
Phone Number <u>813-310-1187</u>		Email Address <u>Tope.Mark@pcmail.com</u> Mark Tope, Owner	
Fax Number			

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY 07/10/2024	LR NO.: 2024 315-1	BY: Melissa Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO:  <b>Hernando County Fire Rescue 15470 Flight Path Blvd. Brooksville, FL 34604</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

MOWING/LANDSCAPING SERVICES FOR HERNANDO COUNTY  
FIRE RESCUE

24-T00821/JC

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604



County of Hernando  
MOWING/LANDSCAPING SERVICES FOR HERNANDO COUNTY FIRE  
RESCUE

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Attachments:

A - Exhibit A - Mowing Boundaries

B - Holiday Schedule-2024

## 1. INTRODUCTION

### 1.1. Summary

INVITATION TO BID (ITB)

NOTICE IS HEREBY GIVEN THAT THE

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA,

IS ACCEPTING BIDS FOR:

**ITB NO. SOLICITATION # 24-T00821/JC**

**FOR**

MOWING/LANDSCAPING SERVICES FOR HERNANDO COUNTY FIRE RESCUE

The Board of County Commissioners of Hernando County, Florida, ("the County"), is soliciting Vendors/Contractors that are active in providing all materials, labor, equipment, and transportation to provide mowing services at Fire and Rescue locations throughout Hernando County, Florida.

Offers for furnishing the above will be received and accepted up to 10:00 am, local time, Monday, September 16, 2024, via the Hernando County Procurement Department [eProcurement Portal](#). Only electronic submittals through the eProcurement portal shall be accepted by the County.

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

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

The Procurement 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.

### 1.2. Background

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chair

Brian Hawkins, Vice Chairman

Jerry Campbell, Second Vice Chairman



John Allocco

Steve Champion

**SUBMIT BID OFFER TO:**

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

### 1.3. [Contact Information](#)

**Julie Crull**

Purchasing Agent II

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

Phone: [\(352\) 754-4020](tel:(352)754-4020)

**Department:**

Hernando County Fire Emergency Services

**Department Head:**

Paul Hasenmeier

Fire Chief & Public Safety Director

### 1.4. [Timeline](#)

<b>Release Project Date</b>	August 14, 2024
<b>Pre-Proposal Meeting (Mandatory)</b>	August 21, 2024, 9:00am Hernando County Fire Rescue, 15470 Flight Path Dr., Brooksville, Florida 34604
<b>Question Submission Deadline</b>	August 26, 2024, 5:00pm

<b>Proposal Submission Deadline</b>	<p>September 16, 2024, 10:00am</p> <p>Join Zoom Meeting</p> <p><a href="https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNO0SUVndWQ0UT09">https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNO0SUVndWQ0UT09</a></p> <p>Meeting ID: 921 6100 1651</p> <p>Passcode: 234224</p> <p>---</p> <p>One tap mobile</p> <p>+13052241968,,92161001651#,,,,*234224# US</p> <p>+16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none"><li>• +1 305 224 1968 US</li><li>• +1 646 931 3860 US</li><li>• +1 301 715 8592 US (Washington DC)</li><li>• +1 309 205 3325 US</li><li>• +1 312 626 6799 US (Chicago)</li><li>• +1 646 558 8656 US (New York)</li><li>• +1 669 444 9171 US</li><li>• +1 669 900 6833 US (San Jose)</li><li>• +1 689 278 1000 US</li><li>• +1 719 359 4580 US</li><li>• +1 253 205 0468 US</li><li>• +1 253 215 8782 US (Tacoma)</li><li>• +1 346 248 7799 US (Houston)</li><li>• +1 360 209 5623 US</li><li>• +1 386 347 5053 US</li><li>• +1 507 473 4847 US</li><li>• +1 564 217 2000 US</li></ul> <p>Meeting ID: 921 6100 1651</p> <p>Passcode: 234224</p> <p>Find your local number:</p> <p><a href="https://hernandoclerk.zoom.us/u/aez7DQVcRq">https://hernandoclerk.zoom.us/u/aez7DQVcRq</a></p>
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## 2. SOLICITATION - OFFER - AWARD

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chair

Brian Hawkins, Vice Chairman

Jerry Campbell, Second Vice Chairman

John Allocco

Steve Champion

**SUBMIT BID OFFER TO:**

HERNANDO COUNTY

PROCUREMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

### **3. SOLICITATION**

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 am, LOCAL TIME ON Monday, September 16, 2024. 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 PROCUREMENT CONFERENCE ROOM AT 10:00 am ON Monday, September 16, 2024. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

#### **4. OFFER**

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF 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.

## **5. AWARD**

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Fire Rescue

15470 Flight Path Dr.

Brooksville, Florida 34604



## 6. INVITATION TO BID

### 6.1. ADVERTISEMENT OF BID

#### INVITATION TO BID

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

TERM CONTRACT ITB NO. SOLICITATION # 24-T00821/JC

FOR

MOWING/LANDSCAPING SERVICES FOR HERNANDO COUNTY FIRE RESCUE

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in providing mowing and landscaping services for work to be completed at Hernando County Fire Rescue locations located throughout Hernando County, Florida.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, September 16, 2024, via Hernando County Procurement's [eProcurement Portal](#). Only electronic submittals through the eProcurement portal shall be accepted by the County.

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

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

A **MANDATORY** Pre-Bid Conference will be held Wednesday, August 21, 2024, at 9:00 am, at Hernando County Fire Rescue, 15470 Flight Path Dr., Brooksville, Florida 34604. Representatives of Owner will be present to discuss the project. Bidders are required to attend and participate in the conference. **THIS CONFERENCE WILL BE HELD ONLY ONCE AND FAILURE TO ATTEND AND SIGN IN SHALL DISQUALIFY ANY BIDDER NOT ATTENDING FROM SUBMITTING A BID. ATTENDEES MUST BE PRESENT AT THE START**

**OF THE PRE-BID CONFERENCE. ARRIVAL AFTER THE START OF THE PRE-BID CONFERENCE SHALL BE CAUSE FOR DISQUALIFICATION.**

The Procurement 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 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**

**Only Bidders present at the Mandatory Pre-Bid Conference may submit a bid for this solicitation.**

**Attendees must be present at the start of the Mandatory Pre-Bid Conference and must sign attendance list or RSVP. Arrival after the start of the Mandatory Pre-Bid Conference shall be cause for disqualification. Arrival after the stated date and meeting time for Mandatory Pre-Bid Conference attendees will not be allowed access.**

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 Julie Crull Purchasing Agent II, Procurement Department, via the County's [eProcurement Portal](#) Question and Answer tab.

## 7. SOLICITATION INSTRUCTIONS

### 7.1. DEFINITION OF TERMS

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

- A. **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.
- B. **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.
- C. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- D. **F.S.:** Florida Statutes in effect on the effective date of the Contract, unless otherwise indicated.
- E. **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.
- F. **OWNER:** Hernando County Board of County Commissioners (County).
- G. **VENDOR/CONTRACTOR:** The Bidder awarded a contract by the County for the furnishing of goods or services.

### 7.2. AVAILABILITY OF BIDDING DOCUMENTS

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, Procurement Department via the County’s Q&A Tab via the eProcurement Portal.

### 7.3. PREPARATION OF BID

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

- A. 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.
  - 1. **To submit bids:** Via Hernando County’s [eProcurement Portal](#) BID NUMBER 24-T00821/JC
- B. 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.

- C. 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.
- D. Bids must be completed through the pricing table provided. No changes or corrections will be allowed after bid opening.
- E. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.
- F. No material, labor, or facilities will be furnished by the County unless specifically stated.

#### **7.4. [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 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.

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

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

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the bids.
- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the County's eProcurement Portal. Oral answers will not be authoritative.
- C. 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.
- D. 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.

- E. 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.

#### 7.6. COMMUNICATION

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

#### 7.7. 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.

#### 7.8. BID PROTESTS:

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at <http://www.hernandocounty.us/home/showpublisheddocument/9013>. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

## 8. GENERAL CONDITIONS

### 8.1. CONTRACT PERIOD:

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

### 8.2. BID PRICE/SUBMITTAL REQUIREMENTS:

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



supplies, services, or equipment and is in all respects fair and without collusion or fraud.

Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.

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

### 8.3. QUALIFICATION OF BIDDERS:

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

### 8.4. BID EVALUATION AND AWARD:

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

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

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

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

- A. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract

to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

- B. The County shall be the sole judge as to the relative merits of the bids received.
- C. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.
- D. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

#### 8.7. LOCAL PREFERENCE:

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

the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

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

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

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Procurement Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than \$10,000.00 or less.

6. Appeal: If an application for a “local vendor/contractor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

#### 8.8. HOURS:

Work may be performed between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except County holidays. See attached 2024 Holiday Schedule. 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.

#### 8.9. WARRANTIES:

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

#### 8.10. DELIVERY AND ACCEPTANCE:

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

#### 8.11. REJECTION OF BID:

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

Procurement Officer finds the Vendor/Contractor delinquent on a previously awarded contract or in litigation with a Hernando County previously awarded contract.

#### **8.12. MINOR INFORMALITIES AND IRREGULARITIES:**

Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the sole right to require such additional information 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.

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

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

#### **8.14. NON-PERFORMANCE:**

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

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

#### **8.15. ASSIGNMENT:**

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

#### **8.16. PUBLIC ENTITY CRIMES:**

Any person submitting a bid or proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on public entity

crimes. Bidders must provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

#### **8.17. 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.

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

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

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

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

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

#### **8.20. TAXES:**

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



**1. Florida Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 – expiring on 1/31/2029.**

- B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. and applicable rules of the Department of Revenue).

**8.21. LITIGATION/WAIVER OF JURY TRIAL:**

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

**8.22. TERMINATION:**

**A. Termination for Default:**

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
  - a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
  - b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
  - c. Make progress so as to endanger performance of this contract.
  - d. Perform any of the other provisions of this contract.
2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months

depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
  - a. Stop work on the date and to the extent specified.
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
  - d. Continue and complete all parts of that work that have not been terminated.
4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

- B. Termination for Convenience: The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

### 8.23. 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.

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

- A. At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

- B. Each governmental agency allowed by the Vendor/Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

#### **8.25. 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:

- A. 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.
- B. 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.

#### **8.26. 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.

#### **8.27. 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.

#### **8.28. MAINTENANCE OF RECORDS:**

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

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service.

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

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

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

#### **8.29. PAYMENT:**

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: Hernando County Fire Rescue, 15470 Flight Path Dr., Brooksville, FL 34604
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.
- D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided

by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

### 8.30. CONFLICT OF INTEREST:

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this contract, during 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.
- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
  - 1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
  - 2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or
  - 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.
- C. 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.

### 8.31. GRATUITIES AND KICKBACKS:

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a

purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal, therefore.

- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor/Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### 8.32. E-VERIFY:

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



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

12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

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

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

### **8.34. INSURANCE REQUIREMENTS:**

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

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

- b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.
- B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.
  1. Workers' Compensation: As required by law:
    - a. State.....Statutory
    - b. APPLICABLE FEDERAL.....Statutory
    - c. EMPLOYER'S LIABILITY.....Minimum:
      - i. \$100,000.00 each accident
      - ii. \$100,000.00 by employee
      - iii. \$500,000.00 policy limit
    - d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.  
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>
  2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.
    - a. Coverage as follows:
      - i. EACH OCCURRENCE.....\$1,000,000.00
      - ii. GENERAL AGGREGATE .....\$2,000,000.00
      - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00

- iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)
  - b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
    - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
    - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
- 3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
- 4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
- 5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
  - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
    - i. BODILY INJURY (Per Person)..... \$1,000,000.00
    - ii. BODILY INJURY (Per Accident)..... \$1,000,000.00
    - iii. PROPERTY DAMAGE.....\$1,000,000.00
- 6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
- 7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
- 8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
- 9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
- 10. POLLUTION LIABILITY (if applicable it will be noted below separately):
- 11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are

required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

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

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

- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

#### 8.35. MINIMUM WAGE RATES:

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

#### 8.36. SAFETY PRECAUTIONS:

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

#### 8.37. 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.

### 8.38. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16. 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 Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the 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.

- A. 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.
- B. 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.

### 8.39. CLAIMS

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



the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

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

#### 8.40. DISPUTE RESOLUTION:

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



## 9. SPECIAL CONDITIONS

### 9.1. INSPECTION OF FACILITIES/AREAS:

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

### 9.2. CODES AND REGULATIONS:

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

### 9.3. PROTECTION OF PROPERTY/SECURITY:

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

### 9.4. PRICING

The maximum dollar limit for each delivery order issued against this term contract shall be \$50,000. All invoices are subject to County audit and review. In the event such audit or review reveals any inaccuracies in the prices charged to the County or charges which are not within the scope of this contract, the Vendor/Contractor shall reimburse the County for any overages or out-of-scope charges immediately upon request.

### 9.5. PRICING-FFP

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

#### 9.6. 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.

#### 9.7. 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.

#### 9.8. CHANGES - SERVICE CONTRACTS:

- A. The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:
  - 1. Description of services to be performed.
  - 2. Time of performance (i.e., hours of the day, days of the week, etc.).
  - 3. Place of performance of the services.
- B. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.
- C. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

#### 9.9. 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).

#### **9.10. 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.

#### **9.11. ADDITIONAL ITEMS:**

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

#### **9.12. 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.

#### **9.13. 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.

## 10. SCOPE OF WORK

### SCOPE AND SPECIFICATIONS

#### 10.1. SCOPE OF WORK:

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the mowing services, as described in these Contract documents at the locations and within the limits specified, in Hernando County, Florida. Scope consists of all areas as specified on the Bid form, subject to additions, deletions or changes in mowing locations or intervals during the term of the Contract. Vegetation in all areas consists of various types of grasses and weeds. Weed eating, trimming or edging must be performed around all buildings and landscape areas. When complete, a mowing area must present a uniform and tidy appearance within the specifications of the Contract.

After completion of mowing services at each location, Vendor/Contractor must provide notification of completion to the Senior Project Manager, via text to 352-238-0738. The text message should include the Fire Station Number and Date the mowing services were completed.

#### 10.2. LOCATION OF WORK

- A. Station 1 -1479 Parker Avenue, Spring Hill, FL 34606
- B. Station 2 -3445 Bob Hartung Court, Spring Hill, FL 34606
- C. Station 3 -13240 Spring Hill Drive, Spring Hill, FL 34609
- D. Station 4 -5083 Mariner Boulevard, Spring Hill, FL 34608
- E. Station 5 -9252 Spring Hill Drive, Spring Hill, FL 34608
- F. Station 7 -26671 Mondon Hill Road, Brooksville, FL 34601
- G. Station 8 -32409 Cortez Boulevard, Brooksville, FL 34601
- H. Station 9 -24064 Lake Lindsey Road, Brooksville, FL 34601
- I. Station 11 -6388 Barclay Avenue, Spring Hill, FL 34613
- J. Station 12 -6335 Ovenbird Road, Spring Hill, FL 34613
- K. Station 13 -15370 Centralia Road, Brooksville, FL 34614

See Attachment A - Exhibit A - Mowing Boundaries for required mowing/trimming areas at each location.

#### 10.3. TRASH & DEBRIS

The Vendor/Contractor shall be responsible for the pick-up and removal of any obstacles or debris prior to mowing. The intent of this section is to minimize torn and scattered debris and eliminate any objectionable appearance caused by mowing around obstacles. At no time shall clippings be blown or mowed into the roadway or roadway drains/gutters.

#### 10.4. MOWING REQUIREMENTS

- A. All vegetation within the mowing area must be cut to a height of three (3) inches with a maximum tolerance of one-half inch (1/2"), plus or minus. Each mower pass must overlap the previous pass so that no strips of uncut vegetation remain. A clean sharp cut and uniform distribution of cuttings must be produced. When landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.
- B. If an area is not accessible, due to standing water or moisture, the Vendor/Contract must ensure to mow that area the next time it becomes accessible. This may require use of a trimmer or brush mower. Mowing of these areas that are within the Mowing Boundaries are not to be invoiced as an additional charge.
- C. The entire grassy area of each area is to be mowed. The Vendor/Contractor must run equipment no greater than twelve inches (12") from structures. A trimmer must be used in these instances so that the grass height is consistent around the structures.
- D. Weed eating, trimming or edging musts be performed around all buildings and landscape areas to create a uniform appearance.
- E. The Vendor/Contractor shall not mow grass clippings onto any roadway. If this does occur, the Vendor/Contractor will remove the clippings from the roadway immediately.

#### 10.5. MOWING FREQUENCY

It is **estimated** that all locations will require mowing at least twenty-four (24) times per year as listed below.

- A. January - February: One (1) mow per month
- B. March - May: Two (2) mows per month
- C. June - September: Three (3) mows per month
- D. October: Two (2) mows per month
- E. November - December: One (1) mow per month

For Months with multiple mowings, the Vendor/Contractor shall manage the timing of such mowings to ensure that these are performed at a frequency that allows for the Mowing Requirements to be met, but not at a frequency that is unfavorable to the County. Mowings shall be no less than seven (7) days apart.

## 11. PRICING PROPOSAL

### ITB NO.24-T00821/JC. - MOWING/LANDSCAPING SERVICES FOR HERNANDO COUNTY FIRE RESCUE

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. Actual expenditures are unknown and County purchases from this contract will be based upon the department available budget, actual work identified and as required.

#### COST PER MOWING - INCLUDING TRIMMING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Station 1 - 1479 Parker Avenue, Spring Hill, FL	1	Mowing		
2	Station 2 - 3445 Bob Hartung Court, Spring Hill, FL	1	Mowing		
3	Station 3 - 13240 Spring Hill Drive, Spring Hill, FL	1	Mowing		
4	Station 4 - 5083 Mariner Boulevard, Spring Hill, FL	1	Mowing		
5	Station 5 - 9252 Spring Hill Drive, Spring Hill, FL	1	Mowing		
6	Station 7 - 26671 Mondon Hill Road, Brooksville, FL	1	Mowing		
7	Station 8 - 32409 Cortez Boulevard, Brooksville, FL	1	Mowing		
8	Station 9 - 24064 Lake Lindsey Road, Brooksville, FL	1	Mowing		
9	Station 11 - 6388 Barclay Avenue, Spring Hill, FL	1	Mowing		
10	Station 12 - 6335 Ovenbird Road, Spring Hill, FL	1	Mowing		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Station 13 - 15370 Centralia Road, Brooksville, FL	1	Mowing		
<b>TOTAL</b>					





## PROCUREMENT DEPARTMENT

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

# ADDENDUM # ONE (1)

TO  
THE CONTRACT DOCUMENTS FOR THE  
**Mowing/Landscaping Services for Hernando  
County Fire Rescue**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 24-T00821/JC**

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

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

### A. QUESTIONS AND ANSWERS

**1.Q. Is there an incumbent? And how much was the contract price for the past contract?**

**1.A.** The information may be obtained by visiting the Public Records Requests page on the Hernando County, FL website and requesting a public record search.  
<https://www.hernandocounty.us/departments/departments-n-z/public-information/public-records-requests>

**2.Q. My company was unable to attend the bid meeting on the scheduled date/time. Could I schedule to come out at another time to be able to bid?**

**2.A.** Per Section 6.1 ADVERTISEMENT TO BID:

Only Bidders present at the Mandatory Pre-Bid Conference may submit a bid for this solicitation.

Attendees must be present at the start of the Mandatory Pre-Bid Conference and must sign attendance list or RSVP. Arrival after the start of the Mandatory Pre-Bid Conference shall be cause for disqualification. Arrival after the stated date and meeting time for Mandatory Pre-Bid Conference attendees will not be allowed access.



- 3.Q. Do all of these locations need to be done in 1 day or can it be split into 2 work days?**  
**Example would be all of Spring Hill in one day and Brooksville another day.**
- 3.A.** Work can be split into multiple days, provided the Project Manager is notified via text upon completion of each location. Text message to include the Station number and date of completion. Mowing needs to be completed using the estimated frequency shown in Scope of Work Section 10, paragraph 10.5 Mowing Frequency.

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

**Alisa Pike**

Digitally signed by Alisa Pike  
Date: 2024.08.27 10:17:12 -04'00'

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



## ADDENDUM # TWO (2)

TO  
THE CONTRACT DOCUMENTS FOR THE  
**Mowing/Landscaping Services for Hernando County Fire Rescue**  
IN  
HERNANDO COUNTY, FLORIDA

### 1. SOLICITATION NO. 24-T00821/JC

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

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

#### A. CLARIFICATIONS

1. Section 10, Scope of Work, Subsection 10.4 is revised as follows:

##### 10.4. MOWING REQUIREMENTS

- A. All vegetation within the mowing area must be cut to a height of three (3) inches with a maximum tolerance of one-half inch (1/2"), plus or minus. Each mower pass must overlap the previous pass so that no strips of uncut vegetation remain. A clean sharp cut and uniform distribution of cuttings must be produced. When landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.
- B. If an area is not accessible, due to standing water or moisture, the Vendor/Contract must ensure to mow that area the next time it becomes accessible. This may require use of a trimmer or brush mower. Mowing of these areas that are within the Mowing Boundaries are not to be invoiced as an additional charge.
- C. The entire grassy area of each area is to be mowed. The Vendor/Contractor must run equipment no greater than twelve inches (12") from structures. A trimmer must be used in these instances so that the grass height is consistent around the structures.
- D. Weed eating, trimming or edging must be performed around all buildings and landscape areas to create a uniform appearance.
- E. The Vendor/Contractor shall not mow grass clippings onto any roadway. If this does occur, the Vendor/Contractor will remove the clippings from the roadway immediately.
- F. All tractors, riding mowers and push mowers of the Vendor/Contractor shall be equipped with a guard or shield to prevent grass, rock or other debris from being propelled into any roadway or pedestrian area.



2. Section 1, Introduction, Subsection 1.4 is revised as follows:

1.4. Timeline

Release Project Date:

August 14, 2024

Pre-Proposal Meeting (Mandatory):

August 21, 2024, 9:00am

Hernando County Fire Rescue, 15470 Flight Path Dr., Brooksville, Florida 34604

Question Submission Deadline:

August 26, 2024, 5:00pm

Proposal Submission Deadline:

September ~~16~~ 30, 2024, 10:00am

Join Zoom Meeting

<https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWVndWQ0UT09>

Meeting ID: 921 6100 1651

Passcode: 234224

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One tap mobile

+13052241968,,92161001651#,,,,\*234224# US

+16469313860,,92161001651#,,,,\*234224# US

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Dial by your location

• +1 305 224 1968 US

• +1 646 931 3860 US

• +1 301 715 8592 US (Washington DC)

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 646 558 8656 US (New York)

• +1 669 444 9171 US

• +1 669 900 6833 US (San Jose)

• +1 689 278 1000 US

• +1 719 359 4580 US

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 346 248 7799 US (Houston)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 507 473 4847 US

• +1 564 217 2000 US

Meeting ID: 921 6100 1651

Passcode: 234224

Find your local number: <https://hernandoclerk.zoom.us/j/aez7DQVcRq>

3. Section 13, Vendor Questionnaire, Question 9.4 is revised as follows:

### SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>24-T00821/JC</b>	SOLICITATION TITLE: <b>Mowing/Landscaping Services for Hernando County Fire Rescue</b>	DATE ISSUED: <b>August 14, 2024</b>	CONTRACT NO: <b>24-T00821/JC</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Elizabeth Narverud, Chair Brian Hawkins, Vice Chairman Jerry Campbell, Second Vice Chairman John Allocco Steve Champion</b>		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer</b>	

### SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <a href="http://secure.procurerow.com/portal/hermandocounty">http://secure.procurerow.com/portal/hermandocounty</a> . ON <b>SEPTEMBER 16 30, 2024</b> , 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 PROCUREMENT DEPARTMENT CONFERENCE ROOM AT <b>10:00 A.M. ON SEPTEMBER 16 30, 2024</b> , PURSUANT TO FS 119.071, SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.					
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the <b>MOWING/LANDSCAPING SERVICES FOR HERNANDO COUNTY FIRE RESCUE</b> , as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.  <small>(SEE ATTACHED SPECIFICATIONS)</small>	X	XXXXX	XXXXXXXXXX	\$ _____

### 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 <b>ONE HUNDRED TWENTY (120) DAYS</b> FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.		
DISCOUNT FOR PROMPT PAYMENT:    % 10 CALENDAR DAYS    % 20 CALENDAR DAYS    %    CALENDAR DAYS		
BIDDER'S INFORMATION  Company Name: _____ Address: _____ City: _____ State: _____ Zip Code: _____ Phone Number: _____ Fax Number: _____ Email Address: _____	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:  BIDDER'S SIGNATURE: _____ OFFER DATE: _____	

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY 07/10/2024	LR NO.: 2024 315-1	BY: Melissa Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO:  <b>Hernando County Fire Rescue 15470 Flight Path Blvd. Brooksville, FL 34604</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:  SIGNATURE: _____ AWARD DATE: _____	

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

**Alisa Pike**

Digitally signed by Alisa Pike  
Date: 2024.09.11 12:30:26 -04'00'

---

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





## PROCUREMENT DEPARTMENT

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

# ADDENDUM # THREE (3)

TO  
THE CONTRACT DOCUMENTS FOR THE  
**Mowing/Landscaping Services for Hernando County Fire Rescue**

IN  
HERNANDO COUNTY, FLORIDA  
**1. SOLICITATION NO. 24-T00821/JC**

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

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

### A. CLARIFICATIONS

1. Section 1, Introduction, Subsection 1.4 is revised as follows:

#### 1.4. Timeline

Release Project Date:

August 14, 2024

Pre-Proposal Meeting (Mandatory):

August 21, 2024, 9:00am

Hernando County Fire Rescue, 15470 Flight Path Dr., Brooksville, Florida 34604

Question Submission Deadline:

August 26, 2024, 5:00pm

Proposal Submission Deadline:

~~September 30~~ **October 7**, 2024, 10:00am

Join Zoom Meeting

<https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWN0SUVndWQ0UT09>

Meeting ID: 921 6100 1651

Passcode: 234224

---

One tap mobile

+13052241968,,92161001651#,,, \*234224# US

+16469313860,,92161001651#,,, \*234224# US

---

Dial by your location

• +1 305 224 1968 US

• +1 646 931 3860 US

• +1 301 715 8592 US (Washington DC)

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

- +1 646 558 8656 US (New York)
  - +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
  - +1 689 278 1000 US
  - +1 719 359 4580 US
  - +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
  - +1 360 209 5623 US
  - +1 386 347 5053 US
  - +1 507 473 4847 US
  - +1 564 217 2000 US

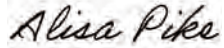
Meeting ID: 921 6100 1651  
Passcode: 234224

Find your local number: <https://hernandoclerk.zoom.us/j/aez7DQVcRg>

2. Section 13, Vendor Questionnaire, Question 9.4 is revised as follows:

SOLICITATION - OFFER - AWARD					
<b>SOLICITATION NO.</b> 24-T00821/JC	<b>SOLICITATION TITLE</b> Mowing/Landscaping Services for Hernando County Fire Rescue	<b>DATE ISSUED</b> August 14, 2024	<b>CONTRACT NO.</b> 24-T00821/JC		
<b>ISSUED BY:</b> <b>BOARD OF COUNTY COMMISSIONERS</b> <b>HERNANDO COUNTY, FLORIDA</b> Elizabeth Narverud, Chair Brian Hawkins, Vice Chairman Jerry Campbell, Second Vice Chairman John Allocco Steve Champion		<b>SUBMIT BID OFFER TO:</b> <b>HERNANDO COUNTY</b> <b>PROCUREMENT DEPARTMENT</b> <b>15470 FLIGHT PATH DRIVE</b> <b>BROOKSVILLE, FL 34604</b> Carla Rossiter-Smith Chief Procurement Officer			
SOLICITATION					
<p>SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <a href="http://secure.procurenow.com/portal/hernandocounty">http://secure.procurenow.com/portal/hernandocounty</a>, ON <del>SEPTEMBER 30</del> <b>OCTOBER 7, 2024</b>. 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 PROCUREMENT DEPARTMENT CONFERENCE ROOM AT <b>10:00 A.M. ON <del>SEPTEMBER 30</del> OCTOBER 7, 2024</b>, PURSUANT TO FS 119.071. SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.</p>					
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the <b>MOWING/LANDSCAPING SERVICES FOR HERNANDO COUNTY FIRE RESCUE</b> , as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida. <small>(SEE ATTACHED SPECIFICATIONS)</small>	X	XXXXX	XXXXXXXXXX	\$
OFFER					
(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)					
<p>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 <b>ONE HUNDRED TWENTY (120) DAYS</b> 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.</p>					
<p>DISCOUNT FOR PROMPT PAYMENT:    % 10 CALENDAR DAYS    % 20 CALENDAR DAYS    % CALENDAR DAYS</p>					
<p><b>BIDDER'S INFORMATION:</b></p> <p>Company Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Phone Number: _____ Fax Number: _____ Email Address: _____</p>			<p><b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:</b></p> <p>BIDDER'S SIGNATURE: _____</p> <p>OFFER DATE: _____</p>		
AWARD					
(TO BE COMPLETED BY COUNTY)					
<p>REVIEWED FOR LEGAL SUFFICIENCY 07/19/2024</p> <p>ACCEPTED AS TO ITEM(S) NO. _____</p> <p>SUBMIT INVOICES TO:</p> <p style="text-align: center;"><b>Hernando County</b> <b>Fire Rescue</b> <b>15470 Flight Path Blvd.</b> <b>Brooksville, FL 34604</b></p>		<p>LR NO.: 2024 315-1</p> <p>AMOUNT: _____</p> <p>ACCOUNTING CODE: _____</p> <p>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:</p> <p>SIGNATURE: _____</p> <p>AWARD DATE: _____</p>			

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

A handwritten signature in black ink that reads "Alisa Pike". The signature is written in a cursive style. It is positioned above a horizontal line.

---

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





## LAWN SPA LLC RESPONSE DOCUMENT REPORT

ITB No. 24-T00821/JC

MOWING/LANDSCAPING SERVICES FOR HERNANDO COUNTY FIRE RESCUE

RESPONSE DEADLINE: October 7, 2024 at 10:00 am

### LAWN SPA LLC Response

#### CONTACT INFORMATION

**Company:**

LAWN SPA LLC

**Email:**

tope.mark66@gmail.com

**Contact:**

Mark Tope

**Address:**

8415 Hunting Saddle Dr  
FL - Hudson, FL 34667-2589

**Phone:**

(813) 310-1187

**Website:**

[www.lawnspa.org](http://www.lawnspa.org)

**Submission Date:**

Sep 17, 2024 9:58 AM (Eastern Time)

#### ADDENDA CONFIRMATION

Addendum #1

*Confirmed Sep 9, 2024 9:36 PM by Mark Tope*

Addendum #2

*Confirmed Sep 16, 2024 1:11 PM by Mark Tope*

Addendum #3

*Confirmed Sep 26, 2024 9:50 AM by Mark Tope*

## QUESTIONNAIRE

### 1. BID CONFIRMATION\*

*Pass*

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.

**\*\*IMPORTANT NOTE:** When submitting 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 solicitation.

Confirmed

### 2. PLEASE CONFIRM BID VALIDITY FOR 90 DAYS\*

*Pass*

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.

Confirmed

### 3. VENDOR/CONTRACTOR INFORMATION

#### VENDOR/CONTRACTOR CONTACT INFORMATION\*

*Pass*

Please Provide the following Information:

1. Respondent/Vendor Contractor Name
2. Vendor/Contractor FEIN
3. Vendor/Contractor's Authorized Representative Name and Title
4. Address
5. Phone Number
6. Email Address

1. Lawn Spa LLC 2. 90-2483456 3. Mark Tope/Owner 4. 8415 Hunting Saddle Dr Hudso,FL 34667 5. 813-310-1187 6. tope.mark66@gmail.com

AUTHORIZED SIGNATURES/NEGOTIATORS\*

*Pass*

Please provide the information to support the statement below:

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(s)
- Title(s)
- Phone No.(s)
- Email(s)

Mark Tope

Owner

813-310-1187

tope.mark66@gmail.com

TYPE OF ORGANIZATION\*

*Pass*

Select your organization's type below

LLC

COMPANY ID\*

*Pass*

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

90-2483456

W-9 FORM\*

*Pass*

Please attach your completed W-9 Form

fw9.pdf

ACH ELECTRONIC PAYMENT\*

*Pass*

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

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

Yes, ACH electronic payment method is acceptable.

#### 4. QUALIFICATION SUBMITTAL REQUIREMENTS

REFERENCES\*

*Pass*

Bidder must provide a minimum of **three (3)** references using the format options shown below. A combination of the format options may be used as long as three (3) complete references are provided. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

**Option 1: Please provide the below information for 3 required References:**

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

**Option 2: Please download the attached Reference Form and upload completed References.**

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e., the project must have been Substantially Completed within seven (7) years of the due date of this submission. Only substantially complete as of the solicitation due date will be considered.)

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

- [Reference Check for Solicit...](#)

Lawn\_Spa\_Letter\_Of\_Recommendation.pdf  
reference\_letter\_lawn\_spa.pdf  
Ben\_Arcara.docx  
Ben\_Arcara.docx  
Sam's\_Beach.docx  
American\_Red\_Cross.docx  
REFERENCES.docx

**PERSONNEL LIST\***

*Pass*

Please provide a list of personnel, by name and title, contemplated to perform the work.

Lawn\_Spa\_Team.docx

**EQUIPMENT LISTING\***

*Pass*

Bidders shall indicate below a complete listing of all equipment said Bidders will use in the performance of this contract, including tractors, mowers, brush mowers, weed eaters, leaf blowers 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.

Please provide a listing of the equipment an whether or not if its company owned.

Example:

Description of Equipment -- Company Owned

2019 Ford F350 Utility Truck -- Owned by Company/Bidder

Lawn\_Spa\_Equipment.docx

## 5. ACKNOWLEDGEMENTS/CONFIRMATIONS

### VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES\*

*Pass*

Section 287.135, 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., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S., 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 submit bids 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 and does not have business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Confirmed

### DRUG FREE WORKPLACE CERTIFICATION\*

*Pass*

I have read and attest to, in accordance with Florida Statute 287.087, hereby certify that,

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, 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".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

Confirmed

E-VERIFY CERTIFICATION\*

*Pass*

**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:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Confirmed

AFFIDAVIT OF NON COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES\*

*Pass*

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.

I have read and attest that I am 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.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Confirmed

## 6. VENDOR/CONTRACTOR SURVEY

### VENDOR/CONTRACTOR SURVEY\*

*Pass*

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

OpenGov Procurement

### VENDOR/CONTRACTOR SURVEY (OTHER)

*Pass*

If you answered "Other" in the Survey, please specify:

N/A

## 7. SWORN STATEMENT

### SWORN STATEMENT SECTION 287.133 (3) (A)\*

*Pass*

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, 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.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, 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.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, 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.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, 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.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

\_\_\_\_\_ [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 ONE (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.

1. 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.

IF YOU CHOOSE OPTION 3, PLEASE ATTACH A COPY OF THE FINAL ORDER

*Pass*

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/Contractor list

**Please attach a copy of the final order**

Option\_#1.docx

## **8. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY**

If you are a local vendor, please answer the following three questions.

LOCAL VENDOR AFFIDAVIT - 12 MONTH MINIMUM

*Pass*

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

Confirmed

PROOF OF REAL PROPERTY TAX

*Pass*

Please upload your proof of Real Property Tax  
scan\_(4).pdf

COPY OF FLORIDA DIVISION OF CORPORATIONS ANNUAL REPORT

*Pass*

Please upload a copy of your Florida Division of Corporations Annual Report  
Lawn\_Spa\_Annual\_Report\_2024.pdf

**9. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

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?\*

*Pass*

No

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?\*

*Pass*

No

RELATIVES AND FORMER HERNANDO COUNTY EMPLOYEES - ROLES AND SIGNATURES\*

*Pass*

Please download the below documents, complete, and upload.

- [HC\\_Employment\\_Disclosure\\_Ce...](#)

HC\_Employment\_Disclosure\_Certification\_Statement\_(1).pdf

SOLICITATION-OFFER-AWARD\*

*Pass*

Please download the below document, complete Offer section, and upload.

- [Solicitation-Offer-Award 24...](#)

scan\_(6).pdf



County of Hernando  
**Procurement Department**  
Carla Rossiter-Smith, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

**PRICE TABLES**

**COST PER MOWING - INCLUDING TRIMMING**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Station 1 - 1479 Parker Avenue, Spring Hill, FL	1	Mowing	\$100.00	\$100.00
2	Station 2 - 3445 Bob Hartung Court, Spring Hill, FL	1	Mowing	\$125.00	\$125.00
3	Station 3 - 13240 Spring Hill Drive, Spring Hill, FL	1	Mowing	\$100.00	\$100.00
4	Station 4 - 5083 Mariner Boulevard, Spring Hill, FL	1	Mowing	\$100.00	\$100.00
5	Station 5 - 9252 Spring Hill Drive, Spring Hill, FL	1	Mowing	\$125.00	\$125.00
6	Station 7 - 26671 Mondon Hill Road, Brooksville, FL	1	Mowing	\$125.00	\$125.00
7	Station 8 - 32409 Cortez Boulevard, Brooksville, FL	1	Mowing	\$100.00	\$100.00
8	Station 9 - 24064 Lake Lindsey Road, Brooksville, FL	1	Mowing	\$100.00	\$100.00
9	Station 11 - 6388 Barclay Avenue, Spring Hill, FL	1	Mowing	\$125.00	\$125.00
10	Station 12 - 6335 Ovenbird Road, Spring Hill, FL	1	Mowing	\$125.00	\$125.00
11	Station 13 - 15370 Centralia Road, Brooksville, FL	1	Mowing	\$100.00	\$100.00
<b>TOTAL</b>					<b>\$1,225.00</b>



**American  
Red Cross**

**Mid-Florida Chapter**

147 Avenue A NW  
Winter Haven, FL 33881  
863-746-5813  
Claudine.Choate@redcross.org  
Extra line  
Extra line

26 August 2024

To Whom It May Concern:

The Mid-Florida Chapter of the American Red Cross has contracted with Lawn Spa for our chapter lawn service needs for 15 months. I highly recommend this company for your lawn service needs.

The owner of Lawn Spa, Mark Tope, goes above and beyond for our New Port Richey office location. He has also assisted with beautification projects at our other office locations - Winter Haven and Orlando. I enjoy working with Mark and the Lawn Spa team for our regular service needs and seek their recommendations for projects in other areas.

If you are considering Lawn Spa services for your business and have any questions about our experience, please feel free to reach out to me.

Best Regards,

Claudine Choate  
Business Operations Specialist  
American Red Cross Mid-Florida Chapter  
147 Avenue A NW  
Winter Haven, FL 33881  
E: Claudine.Choate@redcross.org  
C: 863-746-5813



8/22/2024

To whom it may concern

**Mark Tope “Lawn Spa”**

*I have been using Lawn Spa since 2022, during which time they have provided my business with excellent service. They have gone above and beyond to help keep everything looking great and well maintained.*

*I can confidently recommend Lawn Spa as a solid and reliable service, and experts in their field.*

*Yours faithfully*

Sara De La Osa

Sam's Beach Bar

My wife and I have been a customer of Mark Tope and his company Lawn Spa for just over 18 months. We decided to hire Mark after we were very disappointed with our previous lawn company. Mark came over the same day, we met him, liked him, and he seemed trustworthy, so we hired him.

I can honestly say he has exceeded all of our expectations! Every time we needed anything done, I simply send him a text and things get taken care of. Not only is he friendly, responsive, and professional, he is genuine and really cares. It is also obvious to me that he created a company culture that is pro customer. His staff is always friendly, pleasant, and attentive.

I highly recommend Mark and his company Lawn Spa. I know you will find their services to be exceptional. I know my wife and I truly could not be happier having them maintain our property.

If you have any questions, or would like to talk, feel free to reach me on my cell phone at 630-338-6379.

Thank you.

Sincerely,  
Ben arcara

My wife and I have been a customer of Mark Tope and his company Lawn Spa for just over 18 months. We decided to hire Mark after we were very disappointed with our previous lawn company. Mark came over the same day, we met him, liked him, and he seemed trustworthy, so we hired him.

I can honestly say he has exceeded all of our expectations! Every time we needed anything done, I simply send him a text and things get taken care of. Not only is he friendly, responsive, and professional, he is genuine and really cares. It is also obvious to me that he created a company culture that is pro customer. His staff is always friendly, pleasant, and attentive.

I highly recommend Mark and his company Lawn Spa. I know you will find their services to be exceptional. I know my wife and I truly could not be happier having them maintain our property.

If you have any questions, or would like to talk, feel free to reach me on my cell phone at 630-338-6379.

Thank you.

Sincerely,  
Ben arcara



## REFERENCE

Reference For (Firm/Company): Sam's Beach Bar

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: Sam's Beach Bar

First Name, Last Name: Sara De La Osa

PHONE #: 813-727-3035

Email: samsbeachbar1981@gmail.com

1. Describe the work contracted to firm/company. Property Management/ Landscaping

2. Was the work completed on time? YES

3. Were you satisfied with the final results? YES

4. Did you implement their recommendations? YES

5. Did you encounter any problems? NO

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism 5

Qualifications 4

Final Product 5

Cooperation 4

Reliability 5

7. Would you contract with this company again?

Yes    X                             No                                Maybe

Fernando County Use Only

Reference checked by:

\_\_\_\_\_

Dm :

\_\_\_\_\_

## REFERENCE

Reference For (Firm/Company):

American Red Cross

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company

Name:

American Red Cross

First Name, Last Name: Claudine Choate

PHONE #:

863-746-5813

Email: [claudine.choate@redcross.org](mailto:claudine.choate@redcross.org)

1. Describe the work contracted to firm/company. Property Management Lawn Care Service

2. Was the work completed on time? YES

3. Were you satisfied with the final results? YES

4. Did you implement their recommendations? YES

5. Did you encounter any problems? NO

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism

5

Qualification

S

5

Final Product

5

Cooperation

5

Reliability

5

7. Would you contract with this company again?

Yes

X

No

Maybe

Hernando County Use Only

Reference checked by:

Date:

Business/Owner Name: **Sam's Beach Bar**

Reference Contact Person: **Sara De La Osa**

Reference Address: **6025 Clark Street Hudson, FL 34667**

Reference Phone No.: **813-727-3035**

Reference Email Address **samsbeachbar1981@gmail.com**

Project Name

Project Location: **6025 Clark Street Hudson, FL 34667**

Contract Project Manager: **Brad De La Osa**

Site Superintendent: **Brad De La Osa**

Contract Amount: **\$225 Per Month**

Date Project Commenced **1/1/2022**

Date of Substantial Completion: **Still under contract**

Date of Final Completion: **N/A**

Description of Work Performed: **Property Maintenance with Lawn Care & Landscaping**

Business/Owner Name: **American Red Cross**

Reference Contact Person: **Claudine Choate**

Reference Address: **5744 Missouri Ave New Port Richey, FL 34652**

Reference Phone No. **863-746-5813**

Reference Email Address: **claudine.choate@redcross.org**

Project Name: **Property Maintenance / Lawn Care**

Project Location: **5744 Missouri Ave New Port Richey, FL 34652**

Contract Project Manager: **Claudine Choate**

Site Superintendent: **N/A**

Contract Amount: **\$120 Per Month**

Date Project Commenced: **On Going**

Date of Substantial Completion: **On Going**

Date of Final Completion; **N/A**

Description of Work Performed: **Lawn Care Service/ Landscaping/ Trash Pick Up**

Business/Owner Name: **Ben Arcara**

Reference Contact Person **Ben Arcara**

Reference Address: **8623 Braxton Dr Hudson,FI 34667**

Reference Phone No. **630-338-6379**

Reference Email Address: **barcara@comcast.net**

Project Name **N/A**

Project Location **8623 Braxton Dr Hudson,FI 34667**

Contract Project Manager **Ben Arcara**

Site Superintendent **N/A**

Contract Amount: **\$100 Per Month**

Date Project Commenced : **On Going**

Date of Substantial Completion **On Going**

Date of Final Completion: **N/A**

Description of Work Performed: **Lawn Care Service / Trimming Bushes/ Landscaping**

Lawn Spa LLC

Mark Tope/ Owner

Robbie Fleischer/ Crew Leader

Frank Trentacoste/ Crew Member

Dylan Scott/ Crew Member



# Lawn Spa Equipment List

- 2023 Ford F250
- 2020 Enclosed Trailer
- 2020 Utility Trailer
- Exmark 48' Lazer Zero Turn
- Exmark 52' Vertex Zero Turn
- Exmark 48' Radius E
- Wright 32' Stander B
- Stihl BR 800 Blower X2
- Red Max EBZ7500 Blower
- Red Max BCZ260TS Trimmer
- Shindaiwa T262 Trimmer X2

**Mike Fasano**  
**Pasco County Tax Collector**  
*"Thank You for allowing us to serve you."*

**2023 Paid Real Estate**

**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

Parcel / Account Number	Escrow	Tax District
02-25-16-051H-00001-1170	CL-0088880	6200

Pay your current taxes online at [www.pascotaxes.com](http://www.pascotaxes.com)

TOPE MARK & RACHEL  
 8415 HUNTING SADDLE DR  
 HUDSON, FL 34667-2589

8415 HUNTING SADDLE DRIVE

BEACON WOODS VILLAGE 5 A PB 11 PGS 74  
 & 75 LOT 111  
 See Additional Legal on Tax Roll

**Paid 11/28/2023**

**Receipt # 24-0-036686**

**\$2,368.30 Paid By CHASE**

Ad Valorem Taxes						
Taxing Authority	Telephone	Millage	Assessed Value	Exemption	Taxable Value	Taxes Levied
COUNTY COMMISSION - OPERATING	727-847-8980	7.5700	172,520	50,000	122,520	927.48
SCHOOL OPERATING STATE LAW	727-774-2268	3.2010	172,520	25,000	147,520	472.21
SCHOOL - CAPITAL OUTLAY	727-774-2268	1.5000	172,520	25,000	147,520	221.28
VOTER APPROVED - SCHOOL - ADDITIONAL OPERATING	727-774-2268	1.0000	172,520	25,000	147,520	147.52
SCHOOL - LOCAL DISCRETIONARY	727-774-2268	0.7480	172,520	25,000	147,520	110.34
COUNTY MUNICIPAL SERVICE FIRE DIST	727-847-8980	2.1225	172,520	50,000	122,520	260.05
SW FLA WATER MANAGEMENT DISTRICT	800-423-1476	0.2043	172,520	50,000	122,520	25.03
PASCO COUNTY MOSQUITO CONTROL	727-376-4568	0.2545	172,520	50,000	122,520	31.18
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2019	727-847-8980	0.0234	172,520	50,000	122,520	2.87
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2020	727-847-8980	0.0526	172,520	50,000	122,520	6.44
VOTER APPROVED - COUNTY JAIL BOND 2019	727-847-8980	0.0293	172,520	50,000	122,520	3.59
VOTER APPROVED - COUNTY JAIL BOND 2021	727-847-8980	0.1228	172,520	50,000	122,520	15.05
VOTER APPROVED - COUNTY PARKS & REC BOND 2019	727-847-8980	0.0109	172,520	50,000	122,520	1.34
VOTER APPROVED - COUNTY PARKS & REC BOND 2022	727-847-8980	0.0122	172,520	50,000	122,520	1.49
VOTER APPROVED - COUNTY LIBRARIES BOND 2019	727-847-8980	0.0107	172,520	50,000	122,520	1.31
VOTER APPROVED - COUNTY LIBRARIES BOND 2021	727-847-8980	0.0098	172,520	50,000	122,520	1.20
<b>Total Millage</b>		16.8720	<b>Total Ad Valorem Taxes</b>		\$2,228.38	

Non-Ad Valorem Taxes		
Levying Authority	Telephone	Amount
COUNTY SOLID WASTE	727-847-8123	100.00
COUNTY STORMWATER	727-834-3611	95.00
COUNTY STREETLIGHT	813-235-6196	43.60
<b>Total Non-Ad Valorem Taxes</b>		\$238.60
<b>Total Combined Taxes &amp; Assessments</b>		\$2,466.98
If Paid By Please Pay	Nov 30, 2023 \$0.00	

**Your check is your receipt, or you may visit our website, [www.pascotaxes.com](http://www.pascotaxes.com) to print a receipt.**

◆PLEASE DETACH AND RETURN BOTTOM STUB WITH PAYMENT◆

**Mike Fasano**  
**Pasco County Tax Collector**  
*"Thank You for allowing us to serve you."*

**2023 Paid Real Estate**

**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

Parcel / Account Number	Escrow	Tax District
02-25-16-051H-00001-1170	CL-0088880	6200

Pay your current taxes online at [www.pascotaxes.com](http://www.pascotaxes.com)

If Paid By Please Pay	Nov 30, 2023 \$0.00				
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**PLEASE PAY IN U.S. FUNDS (U.S. BANK) TO: MIKE FASANO, PASCO COUNTY TAX COLLECTOR, PO BOX 276, DADE CITY, FL 33526-0276**

TOPE MARK & RACHEL  
 8415 HUNTING SADDLE DR  
 HUDSON, FL 34667-2589

8415 HUNTING SADDLE DRIVE

BEACON WOODS VILLAGE 5 A PB 11 PGS 74  
 & 75 LOT 111  
 See Additional Legal on Tax Roll

**2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L20000244476

**Entity Name:** LAWN SPA LLC

**Current Principal Place of Business:**

8415 HUNTING SADDLE DR  
HUDSON, FL 34667

**Current Mailing Address:**

8415 HUNTING SADDLE DR  
HUDSON, FL 34667 US

**FEI Number:** 31-1408296

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

TOPE, MARK E  
8415 HUNTING SADDLE DR  
HUDSON, FL 34667 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: TOPE, MARK E 02/29/2024

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title MGR  
Name TOPE, RACHEL  
Address 8415 HUNTING SADDLE DR  
City-State-Zip: HUDSON FL 34667

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: TOPE,RACHEL MGR 02/29/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date



**HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

8/12/24  
(date)

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

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

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

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

No ☒ Yes ☐

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

Bidder:

TOPE. MARK 66 @ GMAIL - COM  
(Email address)

  
(Signature required)

MARK TOPE  
(Print name)

OWNER  
(Print title)

2415 HUNTING SADDLE HUDSON FL 34667  
(Address)

813- 310 - 1187  
(Phone)

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

90-2483456  
(Federal Taxpayer ID Number)

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

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

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

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

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

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

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



### Anti-Human Trafficking Affidavit

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

LAWN SPA LLC  
Name of Nongovernmental Entity

MARK TOPE  
Printed Name of Affiant

OWNER  
Title of Affiant

  
Signature of Affiant

10/30/24  
Date