

SOLICITATION - OFFER - AWARD

SOLICITATION NO 26-T01314	SOLICITATION TITLE Ridge Manor Field Renovation	DATE ISSUED May 4, 2026	CONTRACT NO 26-T01314
ISSUED BY BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Jerry Campbell, Chair Ryan Amsler, Vice Chair Steve Champion, Second Vice Chair John Allocco Brian Hawkins		SUBMIT BID OFFER TO HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer	

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: http://secure.procurenow.com/portal/hernandocounty . ON May 4, 2026 . NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT 10:00 A.M. ON May 4, 2026 . PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.					
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Ridge Manor Field Renovation, as described in the specifications. (SEE ATTACHED SPECIFICATIONS)	x	XXXXX	XXXXXXXXXX	\$152,476.00

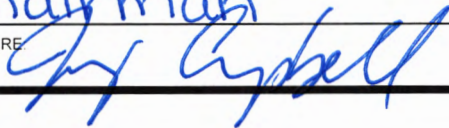
OFFER

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

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN Ninety (90) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.		
DISCOUNT FOR PROMPT PAYMENT: _____ % 10 CALENDAR DAYS _____ % 20 CALENDAR DAYS _____ % _____ CALENDAR DAYS		
BIDDER'S INFORMATION Company Name TMW Turfplane FL LLC Address 106 West Fourth Street Tifton GA 31793 City 2293927917 State _____ Zip Code tmw.llc@outlook.com Phone Number _____ Fax Number _____ Email Address _____		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE  Print Name _____ Title Virginia Kelly - Office Manager OFFER DATE 5/18/2026

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR NO.:	BY:
ACCEPTED AS TO ITEM(S) NO	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO Hernando County Parks and Recreation 16161 Flight Path Dr. Brooksville, FL 34604	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: Jerry Campbell Chairman	
	SIGNATURE  AWARD DATE 6/9/2026	

County of Hernando
Ridge Manor Field Renovation

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1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Jerry Campbell, Chairman

Ryan Amsler, Vice Chairman

Steve Champion, Second Vice Chairman

John Allocco

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 a.m., LOCAL TIME ON Monday, May 18, 2026. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, May 18, 2026. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

Procurement Contact Information:

Joe Goulart, Contracting Agent II

(352) 754-4020

jgoulart@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

ITB # 26-TG01314

FOR

Ridge Manor Field Renovation

Hernando County Board of County Commissioners is soliciting Vendors/Contractors to provide parts, equipment and labor to renovate the athletic field at Ridge Manor Community Park to bring it back to pre-Hurricane Milton conditions.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, May 18, 2026, via Hernando County's [eProcurement Portal](#). Only electronic submittals through the [eProcurement Portal](#) shall be accepted by the County.

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

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

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

evaluation of the submittal. Ex Parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

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

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

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this Solicitation before submission of your response. Your method of contact for this solicitation is the Q&A Tab in the County's [eProcurement Portal](#).

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

NON-MANDATORY Pre-Bid Conference and Site visit will be held on:

Wednesday, April 22, 2026,

at 9:00 am.,

at the

Ridge Manor Community Park Pavillion 34030 Ridge Manor Blvd Ridge Manor, FL 33523.

Representatives of Owner will be present to discuss the project. Bidders are strongly recommended to attend and participate in the conference.

A NON-MANDATORY Site Visit will immediately follow the NON- MANDATORY PRE-BID Meeting

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County
Parks and Recreation
16161 Flight Path Dr.
Brooksville, FL 34604

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

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

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

4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

4.3. PREPARATION OF BID

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

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

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

4.4. [BID OPENING:](#)

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

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

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

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's [County's eProcurement Portal Q&A Tab](#), prior to the date set for submittal and opening of the bids.
- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's [eProcurement Portal Q&A tab](#):. Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit <https://secure.procurenow.com/portal/hernandocounty> to insure they are aware of all addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified as the Question Submission Deadline: Monday, April 27, 2026
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. [COMMUNICATION](#)

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

4.7. WITHDRAWAL OF BIDS:

Bids may be withdrawn via the County's [eProcurement Portal](#) prior to the submittal deadline. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.

4.8. BID PROTESTS:

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at https://www.hernandocounty.us/media/vwnjxtgp/procurement-manual_v-july-2025.pdf. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

4.9. FOREIGN COUNTRIES OF CONCERN

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

Pursuant to 287.138 F.S., Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b), or (c) above, if the contract would give such entity access to an individual's personal identifying information.

5. GENERAL CONDITIONS

5.1. TIME OF COMPLETION

Bidder agrees that the work will be substantially complete within one hundred fifty (150) calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within one hundred eighty (180) calendar days after the date indicated on the Notice to Proceed. The timeframe between substantial and final is thirty thirty (30) calendar days. Completion time includes material ordering lead times. Materials shall not be ordered by the Vendor/Contractor until the Notice to Proceed has been issued.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

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

5.3. QUALIFICATION OF BIDDERS:

- A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:
 - 1. List 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 seven (7) years.

2. List of equipment and facilities available to do work.
 3. List of personnel, by name and title, contemplated to perform the work.
- B. **Failure to submit this information may be cause for rejection of your bid.**

5.4. **BID EVALUATION AND AWARD:**

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

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

The County reserves the right to make multiple awards to the lowest, responsive, and responsible Bidders based on group or the unit item price, whichever is the most advantageous to the County. However, the County reserves the sole right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

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

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

Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

5.7. HOURS:

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

5.8. 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.

A. Correction or Removal of Defective Work:

1. Promptly after receipt of notice, Vendor/Contractor shall correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by Owner Designated Representative, remove it from the project and replace it with work that is not defective. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
2. When correcting defective work under the terms of this paragraph or the paragraph below, Vendor/Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said work.

a. Correction Period:

- i. If within one (1) year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the contract documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Vendor/Contractor's use by Owner or permitted by laws and regulations as contemplated in the Contract Documents is found to be

defective, Vendor/Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

- I. Repair such defective land or areas; or
 - II. Correct such defective work; or
 - III. If the defective work has been rejected by Owner, remove it from the project and replace it with work that is not defective, and
 - IV. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.
- ii. If Vendor/Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Vendor/Contractor.
 - iii. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications.
 - iv. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under above paragraph F, the correction period hereunder with respect to such work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.
 - v. Vendor/Contractor's obligations under above paragraph A. are in addition to any other obligation or warranty. The provisions of Paragraph A. shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

5.9. DELIVERY AND ACCEPTANCE:

- A. The County will order services by issuance of a Hernando County numbered purchase order (PO). Each purchase order will specify the scope of work, location and date(s) for service required.

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

5.10. REJECTION OF BID:

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

5.11. MINOR INFORMALITIES AND IRREGULARITIES:

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

5.12. NON-EXCLUSIVE CONTRACT:

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

5.13. NON-PERFORMANCE:

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

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

5.14. ASSIGNMENT:

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

5.15. PUBLIC ENTITY CRIMES:

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

5.16. LICENSES AND PERMITS:

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

5.17. LAWS, REGULATIONS, PERMITS AND TAXES:

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

5.18. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

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

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

5.19. TAXES:

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

5.20. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for informational purposes only and are not intended to limit competition. Said listing is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. The Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with their bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the

proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the sole right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and subject to rejection. If Bidder fails to name a substitute, it will be assumed that they are bidding on and will be required to furnish goods identical to the bid standard as specified.

5.21. 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.

5.22. 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. Such a termination for convenience may apply to individual delivery orders, purchase orders, services or to the Contract in its entirety. If the County terminates this Contract for convenience, the County shall be liable only for goods or services delivered and accepted up to the effective date of termination. The termination notice shall state the effective date of termination and may, in the County's sole discretion, provide the Vendor/Contractor ninety (90) days prior notice before the effective date of termination.

5.23. 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.

5.24. 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 it ordered, received, and accepted. No agency incurs any liability by virtue of any other government entity using the contract resulting from this bid.

5.25. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

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

5.26. 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.

5.27. COMPETENCY OF BIDDERS:

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

5.28. 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.

5.29. 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 Parks and Recreation, 16161 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. Payment terms in conflict with the payment terms of the Contract are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

5.30. 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 his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-contracts, the language set forth in this paragraph prohibiting conflict of interest.
- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
 - 1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
 - 2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- C. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- D. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County

employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.31. 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 therefor, shall not accept any gratuities.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor/Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

5.32. 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.

5.33. 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.

5.34. 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. \$1,000,000.00 each accident
 - ii. \$1,000,000.00 by employee
 - iii. \$1,000,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers

Compensation Insurance.

<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.
 - a. Coverage as follows:
 - i. EACH OCCURRENCE.....\$1,000,000.00
 - ii. GENERAL AGGREGATE\$2,000,000.00
 - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
 - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)
 - b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
 - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
 - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
 - i. BODILY INJURY (Per Person)..... \$1,000,000.00

- ii. BODILY INJURY (Per Accident)..... \$1,000,000.00
 - iii. PROPERTY DAMAGE.....\$1,000,000.00
 - 6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
 - 7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
 - 8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
 - 9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
 - 10. POLLUTION LIABILITY (if applicable it will be noted below separately):
 - 11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
 - 12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:
- 1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**
 - 2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
 - 3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members,

employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

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

5.35. INSURANCE REQUIREMENTS (continued)

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000.00. Limits can be increased, based on contract.

POLLUTION LIABILITY: Include exposures of pesticides/insecticides and herbicides.

Limits as follows: No less than \$1,000,000.00 Per Occurrence

5.36. MINIMUM WAGE RATES:

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

5.37. SAFETY PRECAUTIONS:

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

5.38. RESPONSIVE/RESPONSIBLE:

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

5.39. CONE OF SILENCE

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

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

5.40. CLAIMS

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

Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

- D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

5.41. DISPUTE RESOLUTION:

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

6. SPECIAL CONDITIONS

6.1. INSPECTION OF FACILITIES/AREAS:

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

6.2. LICENSES AND PERMITS:

- A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.
- B. Said licenses shall be in the Bidder's name as it appears on the official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

6.3. PRE-WORK MEETING

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

6.4. F.O.B. POINT:

The free-on-board (F.O.B.) point shall be installed at the location(s) specified herein. At the sole discretion of the County, bids showing other than F.O.B. Destination will not be accepted and are subject to rejection. The Bidders bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within the County.

6.5. LIQUIDATED DAMAGES:

Should the awarded Vendor/Contractor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Vendor/Contractor shall pay to the County, as liquidated damages, the sum of \$250.00 for each calendar day of delay that actual completion extends beyond the

time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor/Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor/Contractor.

6.6. CODES AND REGULATIONS:

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

6.7. INFORMATION AND DESCRIPTIVE LITERATURE

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

6.8. DEBRIS

Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

6.9. PROTECTION OF PROPERTY/SECURITY:

- A. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- B. The Vendor/Contractor shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.
- C. The Vendor/Contractor will not hold Hernando County responsible and releases Hernando County from any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the Vendor/Contractor and stored on County property.
- D.

6.10. PRICING-FFP

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

6.11. PRICE ADJUSTMENT:

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

6.12. 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 to purchase the service or material from the Vendor/Contractor.

6.13. CHANGES - SERVICE CONTRACTS:

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

6.14. 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).

6.15. METHOD OF ORDERING:

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

6.16. REQUIREMENTS CONTRACT:

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

6.17. ESTIMATED QUANTITIES:

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

6.18. ADDITIONAL ITEMS:

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

6.19. SAMPLES/DEMONSTRATIONS:

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

6.20. SITE DAMAGE:

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

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

6.21. EQUIPMENT LIST:

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

6.22. FINAL SITE INSPECTON:

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

6.23. SAFETY DATA SHEETS:

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

7. SCOPE AND SPECIFICATIONS

7.1. Scope of Work: Specifications

This project is intended to restore the athletic field to its pre-Hurricane Milton condition. All work shall be performed in a manner that returns the surface to a safe, functional, and properly graded playing condition consistent with its original design and use.

A. Herbicide Application:

1. Three (3) applications of Glyphosate (41%) at 64 ounces per acre. The field is two (2) acres.
2. This application is to take place a minimum of two (2) months prior to the installation of the sod.

B. Irrigation System Preparation:

1. Cap all irrigation heads with locator holes to prevent damage during tilling and grading operations.

C. Soil Preparation:

1. Reverse till the soil to a minimum depth of 6 inches.
2. If deep compaction is detected by a County representative a deeper till will be required, at contractor's expense, but not to exceed 12 inches.

D. Grading:

1. Rough grade the field to remove any uneven surfaces.
2. Haul and dispose of any organic material to an on-site location marked by the Project Manager.

E. Top Dressing:

1. Install a 90/10 top dressing athletic field mix as needed to correct grades and improve drainage.
2. Top dressing is to be applied at a minimum spread rate of 1/2" totaling a minimum of 129 cubic yards.
3. Truck tickets are required to show the origin and certified mix design.

F. Laser Grading:

1. Laser grade the field using a dual-transmitter, dual-receiver laser-guided system to ensure correct elevation and slope for optimal drainage.

G. Irrigation Systems Reinstallation:

1. Re-install all irrigation heads. Any heads damaged, or lost, as a result of the renovation activities must be replaced with Toro T7 models, at the contractor's expense.

H. Sod Installation:

1. Install a minimum of 9,657 square yards of Celebration Bermuda grass across the entire field.
2. Roll the new sod in multiple directions using a 36-inch double drum roller to ensure proper soil contact and eliminate air pockets.
3. The contractor shall supply a certified Turfgrass Certificate or Blue Tag each delivery or truckload.

I. Clean-Up:

1. Thoroughly clean the site, removing all debris and equipment.
2. The contractor can store equipment on-site in an area designated by the Project Manager.
3. Damages caused by the contractor's equipment shall be restored at the contractor's expense.

7.2. Minimum Qualifications

A. Service Requirements

1. The contractor must have a minimum of 5 years of experience in athletic field restoration.
2. The contractor must provide all necessary equipment and materials to complete the project as specified.
3. The contractor must adhere to all local, state, and federal regulations regarding herbicide application and soil preparation.
4. The contractor must ensure that all work is performed in a safe and professional manner, minimizing disruption to the surrounding area.
5. The contractor must provide a project timeline, including start and completion dates, and adhere to this schedule.
6. The contractor must provide a warranty for the work performed, including the quality of the sod and the effectiveness of the grading and drainage improvements

B. Delivery Requirements

1. All materials and equipment must be delivered to the project site at 34030 Ridge Manor Blvd, Ridge Manor, FL 33523.

2. Delivery and installation of materials must be coordinated with Hernando County personnel to ensure minimal disruption to park activities.
3. The contractor must provide a detailed delivery schedule, including dates and times for the delivery of materials and equipment.
4. All deliveries must be inspected by Hernando County personnel to ensure compliance with the project specifications.
5. Any materials or equipment that do not meet the project specifications must be replaced at the contractor's expense.

C. Standards and Compliance

1. All herbicide applications must comply with the Environmental Protection Agency (EPA) regulations and guidelines.
2. All soil preparation and grading must comply with the American Society of Agronomy (ASA) standards.
3. The irrigation system installation and reinstallation must comply with the Irrigation Association (IA) standards.
4. The sod installation must comply with the Turfgrass Producers International (TPI) standards.
5. All work must comply with the Occupational Safety and Health Administration (OSHA) regulations to ensure a safe working environment.

D. Project Management

1. The contractor must designate a project manager who will be the primary point of contact for Hernando County personnel.
2. The project manager must provide regular updates on the progress of the project, including any issues or delays.
3. The project manager must coordinate all work with Hernando County personnel to ensure that the project is completed on time and within budget.
4. The project manager must conduct a final inspection with Hernando County personnel to ensure that all work has been completed to the specified standards.

E. Project Phases

1. Mobilization - Contractor to mobilize to the site.
2. Phase 1 - Cap irrigation sprinkler heads and herbicide application and reapplication as necessary.
3. Phase 2 - Rough grade, remove and store organic material at onsite location.

4. Phase 3 - Apply top dressing as needed to correct grade and improve drainage according to Scope of Work.
5. Phase 4 - Laser grade field for proper elevation and drainage. Re-install irrigation heads.
6. Phase 5 - Install sod according to Scope of Work.
7. Cleanup - Thoroughly clean site removing all debris and equipment and final inspection.
- 8. Project is to be completed by October 23, 2026.**

By submitting a proposal, the contractor agrees to comply with all terms and conditions outlined in this Scope of Work. The County reserves the right to reject any or all proposals and to award the contract to the contractor that best meets the needs of the project.

8. **FEDERAL - Required Terms and Conditions for All Federally Funded Contracts - General**

This Solicitation is or may become fully or partially Federally Grant funded.

8.1. FEDERAL TERMS AND CONDITIONS APPLICABLE TO THIS SOLICITATION

To the extent applicable, Contractor shall comply with the clauses as enumerated below. Contractor shall adhere to all grant conditions as set forth in the requirements of the associated grants, which have been made available to Contractor, as well as all applicable Federal laws, rules, and regulations. Including, but not limited to, those set forth below, as well as those listed herein, which are incorporated herein by reference:

- 2 CFR. 25.110
- 2 CFR Parts 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- Executive Orders 12549 and 12689.
- 41 CFR s. 60-1(a) and (d)
- Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations
- All applicable provisions required under 2 CFR Part 200 Appendix II are hereby incorporated by reference and shall apply to this contract.

If Contractor cannot adhere to or objects to any of the applicable federal requirements, Contractor proposal may be deemed unresponsive. The provisions in this Exhibit are supplemental and in addition to all other provisions within the Contract/Procurement. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the Contract/Procurement, the terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant award used to fund the goods and/or services to be provided under this Contract/Procurement, the terms and conditions of the federal grant funding award shall control.

8.2. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182)

Contractor must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

8.3. Conflict of Interest (2 CFR § 200.112)

Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts, which may be found in the Hernando County

Purchasing and Contracts Department Policies and Procedures Manual. The Hernando County Purchasing and Contracts Department Policies and Procedures Manual is available at https://www.hernandocounty.us/media/vwnjxtgp/procurement-manual_v-july-2025.pdf. All Proposers/Contractors/Consultants shall familiarize themselves with such policies.

8.4. Mandatory Disclosures (31 U.S.C. §§ 3729 – 3733)

Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract/solicitation. The contractor must promptly disclose in writing all violations of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations potentially affecting the Federal award.

8.5. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375)

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause;
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer/ Contractor/Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin;
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractors commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.;

(6) In the event of the Contractors noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.;

(7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.6. [Contract Work Hours and Safety Standards Act \(40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5\)](#)

All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8.7. [Clean Air Act \(42 U.S.C. 7401–7671q.\) and the Federal Water Pollution Control Act \(33 U.S.C. 1251–1387, as amended\)](#)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8.8. Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689)

Contractor certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

- Checking the System for Award Management at website: <http://www.sam.gov>;
- Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein;
- Inserting a clause or condition in the covered transaction with the lower tier contract.

Prior to award, the County shall verify that the selected contractor is not excluded or disqualified through the System for Award Management ([SAM.gov](http://www.sam.gov)), and documentation of such verification shall be retained."

8.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractor must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

8.10. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401)

Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply.

8.11. License and Delivery of Works Subject to Copyright and Data Rights (2 CFR 200.315(b))

Contractor grants to the County and the Federal granting agency a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the County and the Federal granting agency a license of the same scope as for data first produced in the performance of this Agreement. "Data," as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

8.12. Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247)

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8.13. Access to Records and Reports

Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Hernando County, Hernando County Clerk of Court, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

8.14. Record Retention (2 CFR § 200.333)

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

8.15. Federal Changes

Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract/any awarded contract.

8.16. Termination for Default (Breach or Cause)

If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

8.17. Termination for Convenience

The Contract/Any Awarded Contract may be terminated by the County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

8.18. Safeguarding Personal Identifiable Information (2 CFR § 200.82)

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

8.19. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)

The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

8.20. Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H))

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

8.21. Trafficking Victims Protection Act (2 CFR Part 175)

Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that [*this Contract/resulting contract*] is in effect; (2) procuring a commercial sex act during the period of time that this Contract/resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under this contract/a resulting contract. This Contract/a resulting contract may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

8.22. Domestic Preference For Procurements (2 CFR § 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.23. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216)

Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

8.24. Enhanced Whistleblower Protections (41 U.S.C. § 4712)

Requirement: See 42 U.S. Code § 4712 for further requirements.

Requirement: An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

8.25. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Part 170)

In accordance with FFATA, the Contractor shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

8.26. Federal Agency Seals, Logos and Flags

The Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

8.27. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

8.28. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must

provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

8.29. Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. (2 CFR 200.321)

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

9. PRICING PROPOSAL

ITB NO.26-TG01314 - Ridge Manor Field Renovation

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.

BID TABLE

Refer to the Scope of Work for the specifications of each line item in the bid table.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Herbicide Application	1	LS	\$3,500.00	\$3,500.00
2	Irrigation System Preparation	1	LS	\$2,500.00	\$2,500.00
3	Soil Preparation	1	LS	\$4,500.00	\$4,500.00
4	Grading	1	LS	\$12,500.00	\$12,500.00
5	Top Dressing	1	LS	\$27,300.00	\$27,300.00
6	Laser Grading	1	LS	\$1,800.00	\$1,800.00
7	Irrigation Systems Reinstallation	1	LS	\$1,800.00	\$1,800.00
8	Sod Installation	1	LS	\$96,576.00	\$96,576.00
9	Clean-Up	1	LS	\$2,000.00	\$2,000.00
TOTAL					\$152,476.00

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 Virginia Kelly 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 TMW Turfplane FL 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.

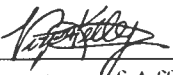
Under penalties of perjury, I Virginia Kelly, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

TMW Turfplane FL LLC
Name of Nongovernmental Entity

Virginia Kelly
Printed Name of Affiant

Office Manager
Title of Affiant


Signature of Affiant

5/18/2026
Date

EQUIPMENT & FACILITIES LISTING

Bidders shall indicate below a complete listing of all equipment said Bidders will use in the performance of this Contract, including rolling stock, loaders, tractors, mowers, and any other specialized equipment. INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY. Failure to complete and return this section may render Bidder's proposal non-responsive. The County reserves the right to perform a site visit at the Vendor/Contractor's location for purpose of verification of equipment listed and visual observation of equipment condition.

[illegible]

FACILITIES LOCATION ADDRESSES & DESCRIPTION

BIDDER'S COMPANY NAME

CONTACT PERSON (Name) (Title)

MAILING ADDRESS

TELEPHONE NO. – FAX NO.

CITY, STATE AND ZIP CODE

EMAIL ADDRESS

This document must be completed and returned with your submittal.

List of Personnel:

- Ricardo Garcia – Co owner/ Operations Manager
- Benny Hall – Co owner / Operations Manager
- Virginia Kelly – office Manager
- Allison Hopkins – Admin Assistant
- Jose Estevez – Laborer
- Guillermo Resendiz – Laborer
- Jorge Resendiz – Laborer

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

05/11/2026

(date)

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

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

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

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

No ☒ Yes ☐

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

Bidder:

tmw.llc@outlook.com

(Email address)



(Signature required)

106 W Fourth Street Tifton, Georgia 31794

(Address)

(229) 392-7917

(Phone)

Virginia Kelly

(Print name)

(Fax)

Office Manager

(Print title)

41-5307509

(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

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

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			
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.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

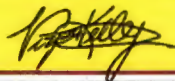
* APPLICANT'S ORGANIZATION

TMW Turfplane FL LLC

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Virginia Middle Name:
* Last Name: Kelly Suffix:
* Title: Office Manager

* SIGNATURE:



* DATE:

5/18/2026

Convicted or Discriminatory Vendor List Statement

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Company/Firm: TMW Turfplane FL LLC

By: Virginia Kelly Date: 6/1/2026
Authorized Signature

Title: Office Manager

Instructions for Certification

1. Certifies the company/firm are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the federal department or agency;
2. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this document; and
4. have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the above is unable to certify to any of the statements in this certification, then the company/firm shall attach an explanation to this agreement.

GOOD FAITH EFFORTS

The County is committed to supplier diversity in the performance of all contracts associated with Federal and State funding projects. The County requires the Bidder/Contractor to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises in accordance with applicable laws.

The Bidder/Contractor is required to submit documentation upon request to the County to reflect the affirmative action steps taken to utilize minority owned and women owned and small business enterprises in the work and the intended use of these companies in the work.

The Bidder/Contractor is required to include in their bid documentation that the Bidder has carried out these affirmative steps for Disadvantaged, Minority and Disabled Veterans Business Enterprise participation as follows:

- 1) Included qualified Disadvantaged, Minority and Disabled Veterans Business Enterprise on solicitation lists.
- 2) Solicited Disadvantaged, Minority and Disabled Veterans Business Enterprise whenever they are potential sources.
- 3) Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by Disadvantaged, Minority and Disabled Veterans Business Enterprise.
- 4) Where feasible, established delivery schedules which will encourage participation by Disadvantaged, Minority and Disabled Veterans Business Enterprise.

The following websites are provided to assist Bidder/Contractor with Affirmative steps.

i. U.S. Small Business Administration

<http://dsbs.sba.gov/dsbs/>

ii. Florida Department of Transportation, Equal Opportunity Office

<http://www.dot.state.fl.us/equalopportunityoffice/>

iii. <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

iv. Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Bidder/Contractor will be responsible for participating in these affirmative steps and providing documentation to that effect. County will be responsible to verify/certify it has obtained and reviewed documentation from the apparent lowest, responsive, responsible bidder demonstrating a good faith effort to facilitate Disadvantaged, Minority and Disabled Veterans Business Enterprise participation in this contract.

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.

Virginia

Authorized Signature

Date

Virginia Kelly

Name (Printed)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name: TMW Turplane FL LLC * Street 1: 106 fourth street west Street 2: _____ * City: Tifton State: Ga Zip: 31794 Congressional District, if known: _____		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: _____	7. * Federal Program Name/Description: _____ Assistance Listing Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: Virginia Kelly * Name: Prefix _____ * First Name Virginia Middle Name _____ * Last Name Kelly Suffix _____ Title: Office Manager Telephone No.: 2293927917 Date: 06/01/2026		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

TMW Turfplane FL LLC

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Virginia Middle Name:
* Last Name: Kelly Suffix:
* Title: Office Manager

* SIGNATURE:

Virginia Kelly

* DATE:

06/01/2026

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 27, 2026 10:31 AM by Benny Hall

QUESTIONNAIRE

1. Company Information

VENDOR REGISTRATION*

Pass

Please download the below documents, complete, and upload.

- [Vendor-Registration-Form.pdf](#)

Vendor-Registration-Form_(1).pdf

W9 FORM *

Pass

Please upload your company's W9 information

2026_W9.pdf

Vendor-Registration-Form_(1).pdf

UPLOAD FLORIDA PERMIT

Pass

Bidders who are non-resident corporations shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

Licensing_(dragged).pdf

2. Authorizations

AUTHORIZED REPRESENTATIVE *

Pass

Are you fully authorized to bind this company, or corporation.

Yes

AUTHORIZED SIGNATORY/NEGOTIATOR *

Pass

Please provide the information to support the statement below:

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

Name(s)

Title(s)

Email(s)

Phone(s)

Business Address(s)

Virginia Kelly, Office Manager, v.kelly.tmw.llc@outlook.com, 106 W Fourth Street Tifton Georgia 31794

CORPORATE AFFIDAVIT *

Pass

Please download the below documents, complete, and upload.

- [Corporate Affidavit \(4\).pdf](#)

Corporate_Affidavit_(4).pdf

3. Confirmations

PRICING OFFERED*

Pass

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF 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.

Confirmed

ACKNOWLEDGEMENT*

Pass

Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bid documents.

Confirmed

SUBMISSION CONFIRMATION*

Pass

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the agreement form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, plans and specifications and other contract documents, with the bond requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the subject project in full accordance with the drawings and specifications prepared in

accordance with your Advertisement of Bids, instruction to bidders, agreement and all other documents related thereto on file in the office of the Hernando County Procurement Department and if awarded the Contract, to complete said work within the time limits specified for their bid price.

Confirmed

DRUG FREE WORKPLACE CERTIFICATION *

Pass

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

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 this Drug Free Workplace Certificate

Confirmed

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

I have read and attest that I confirm the above is acknowledged.

Confirmed

AWARD*

Pass

Every Bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the Bidder to whom an award is made and by those officials authorized to do so on behalf of Hernando County, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost

of the work to be done, or without the approval of the County Attorney as to the form and legality of the Contract and all the pertinent documents relating thereto having been approved by said County Attorney; and such Bidder is hereby charged with this notice.

The signer of the proposal, as Bidder, also declares that the only person, persons, company or parties interested in this proposal, are named in the proposal, that he has carefully examined the Advertisement of Bid, Solicitation Instructions, Contract Specifications, Plans, Supplementary Conditions for Federal/State Requirements, General Conditions, Special Conditions, Special Provisions and contract bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the proposal be accepted, he will contract with Hernando County, Florida in the form of contract hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the Contract within the time mentioned in the Contract Documents according to the requirements of Hernando County, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

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

FOREIGN COUNTRIES OF CONCERN 287.138*

Pass

287.138 F.S., prohibits agencies from contracting with companies which grant the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not owned, controlled or organized under the law of a Foreign Country of Concern as identified in Section 287.138,

Florida statutes. I understand that the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I have read and attest that I confirm the above is acknowledged.

Confirmed

SWORN STATEMENT 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:

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.

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 CHOSE OPTION 3, TO THE QUESTION ABOVE, 3.10 SWORN STATEMENT 287.133(3) A, ATTACH A COPY OF THE FINAL ORDER.
Pass

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4. Proposal/Qualifications

REFERENCES *

Pass

Proposer 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 complete references are provided.

References must be individuals that can be readily contacted and have first-hand knowledge of the Proposer's performance on the specific project performed by the Proposer. 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 Complete within seven (7) years of the due date of this solicitation. Only projects that are complete or 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...](#)

IMG_1341.jpeg

IMG_1343.jpeg

References.pdf
references_2.pdf

LICENSES

Pass

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide evidence of the required licenses as listed in this Solicitation for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

Licensing_(dragged).pdf

EQUIPMENT AND FACILITIES LIST *

Pass

Please download the below documents, complete, and upload.

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.

- [Equipment List Form.docx](#)

Equipment_List_Form.docx

LIST OF PERSONNEL*

Pass

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

Personnel.docx

5. Additional Required Forms

HERNANDO COUNTY EMPLOYMENT DISCLOSURE*

Pass

Please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

HC_Employment_Disclosure_Certification_Statement_(6).pdf

SOLICITATION-OFFER-AWARD SIGNATURE PAGE*

Pass

Please download the below documents, complete, and upload.

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

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ANTI HUMAN TRAFFICKING AFFIDAVIT*

Pass

Please download the below documents, complete, and upload.

- [Anti Human-Trafficking-Affi...](#)

Anti_Human-Trafficking-Affidavit-2024.pdf

GRANT COMPLIANCE REQUIRED FORMS

Pass



County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

ADDENDA REPORT
ITB No. 26-TG01314
Ridge Manor Field Renovation

RESPONSE DEADLINE: May 18, 2026 at 10:00 am

Monday, May 18, 2026

Addenda Issued:

Addendum #1

Apr 24, 2026 12:43 PM

Addendum #1 for 26-TG01314 Ridge Manor Field Renovation

Attachments:

· [Addendum 1 26-TG01314](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
JSM Services, Inc	X	May 6, 2026 12:35 PM	Farah Ishmael
United Freight Services LLC	X	May 18, 2026 12:22 AM	Annie Stone
TMW Turfplane FL LLC	X	Apr 27, 2026 10:31 AM	Benny Hall
Lake Jem Farms, LLC.	X	Apr 24, 2026 2:09 PM	Phillip Hisey
Legacy Sports Surfacing LLC	X	May 18, 2026 9:08 AM	Stephen Gacioch



PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4020 • F 352.754.4199 • W www.HernandoCounty.us

ADDENDUM # ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

Ridge Manor Field Renovation

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 26-TG01314

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

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

A. Questions and Answers

- 1.Q. Will there be any requirements OR interest in Drone Services on this project? ie pre/post site conditions, progress photos, video, 360° aerial panoramas, 2D site overview, etc.?**
- 1.A. No, drone services will not be needed for this project.
- 2.Q. What is the estimated project value?**
- 2.A. The approximate value of this project is \$158,000.00
- 3.Q. What is the anticipated construction start date?**
- 3.A. The approximate start date for this project is as soon as possible after approval by the Board of County Commissioners.
- 4.Q. Will you post a plan holders list?**
- 4.A. Yes, please see the document, *Plan Holders List as of 4/23/2026*, in the Addenda and Notices section of this solicitation.
- 5.Q. Will union wages be required?**
- 5.A. No, union wages are not required.



PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4020 • F 352.754.4199 • W www.HernandoCounty.us

- 6.Q. Is the Turf Planer acceptable to strip the field after spraying out 3 times?**
- 6.A. The Turf Planer is not acceptable as it does not remove enough material to ensure that the Bahia grass won't grow back and contaminate the new Bermuda sod.
- 7.Q. Is the 90/10 considered an athletic field root zone mix?**
- 7.A. Yes, 90/10 is considered an athletic field top dressing/root zone mix composed of 90% sand and 10% organic matter.
- 8.Q. Is the 1/2-inch top dressing to be applied after rough grading and tilled in?**
- 8.A. The 90/10 mixture will be added after the grading to assist in leveling the field.
- 9.Q. During the pre-bid, it was stated that 1/2 of an inch of Comand is to be applied to the field. Is the Comand the 1/2-inch top dressing under top dressing line 2?**
- 9.A. Comand® is to be the organic used in the 90/10 mixture which will be applied to the entire field.
- 10.Q. Is the herbicide to be applied in 10-day increments?**
- 10.A. Yes, Glyphosate is to be applied 3 times at 10-day intervals.
- 11.Q. What is the budget for this job?**
- 11.A. Please see the answer to Question 2 for this Addendum #1.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Felicia Holmes

For: Carla Rossiter-Smith MSM, PMP, GPC
Director of Procurement & Strategic Initiatives